



D'Vine Caregivers

"We care for those you love"

Tel: (847) 277-0320 / Fax: (847) 277-0321

dvinecaregivers.com

A TRADITION OF CARING SINCE 1985

Thank you for your interest in D'Vine Caregivers LLC. We hope you will take the time to familiarize yourself with our agency. We believe that as you research senior care options you will find that our ability to efficiently and cost effectively match caregivers with the needs of our clients, is unsurpassed.

D'vine Caregivers is a division of Child Care Services which has served the Wisconsin and Chicagoland areas since 1985. We are a family owned and operated company that offers an alternative to institutional care for our mature clients. We find that our families prefer the comfort and familiarity of their home, and want to stay there as long as they can. This is especially true in light of the health issues that have arisen in senior care residences across the United States over the past few months. For these reasons we are convinced that the wellbeing of your loved one is best served, where possible, by hiring a competent and compassionate in-home caregiver. For your loved one, there really is no place like home!

It is an important decision to bring a caregiver into a private residence. Our extensive recruiting experience, coupled with our thorough background and reference checking, ensures that only highly qualified individuals, precisely matched to the needs of your family, will be presented as candidates.

Our clients may include someone recovering from surgery, a person with a chronic condition who requires assistance with personal care, a care recipient with dementia or memory care issues, or someone who is largely independent but requires a little help and companionship. We bring highly tailored solutions for virtually any care requirement.

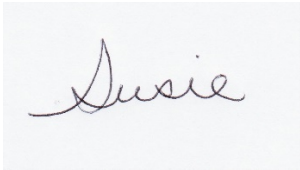
Our caregivers are available on a live-in / live-out basis as well as short and long term. Should you decide to work with D'Vine Caregivers we will tailor a program based on your individual needs, and because we have been in the placement industry for over 30 years we have the proven ability to match caregivers and care recipients. Our candidates will be a great fit for your loved one. We guarantee it.

OUR AGENCY IS UNIQUE IN WAYS THAT ARE IMPORTANT TO YOU:

- ❖ A caregiver sourced through D'Vine Caregivers will cost you much less over time. We do not have the overhead, layers of management, and franchise fees that are passed on to clients by most of our competitors. Hiring a caregiver directly through D'Vine Caregivers, rather than having someone else's employee dropped in your home, gives you control and flexibility over the caregiver relationship.

- ❖ We have access to the best caregivers in the field, and we will present multiple candidates that are an ideal match for the needs of your family. And then YOU decide who you feel most comfortable with. The personality of your loved one, their interests, language, and emotional and physical care requirements are all addressed in our process. Often our clients have a difficult time choosing between the candidates we present.
- ❖ We give you peace of mind. While some people prefer to conduct their own search for a caregiver, our families often don't have the time or expertise to accurately assess the caregivers that are available. It can take days, or even weeks to find someone, and even then you will not know if they are truly qualified, or if serious issues have arisen in their previous work. Our background check includes references from families like your own who have actually worked with the caregiver, along with extensive data base searches that will reveal any issues that may arise further down the road. In addition, we adhere to the same Illinois state standards for training and caregiver qualifications as the largest agencies.

We look forward to speaking with you in greater detail about the needs of your family, and how D'Vine Caregivers can help you through what is often a difficult transition in life for your you, or your loved one.

A handwritten signature in cursive script that reads "Susie". The signature is written in black ink on a light gray rectangular background.

Susie Bennett
President, D'Vine Caregivers LLC.



RATE SHEET – D’Vine Caregivers

Finder’s Fee Basis

D’Vine Caregivers charges different fees based on the level of assistance needed. All fees are paid directly to D’Vine Caregivers and the caregivers are paid separately. Full payment of the finder’s fee for full and part time caregivers is due immediately upon the hiring of a caregiver.

Full Time Position -Three weeks of caregiver’s salary

Part Time Position -Three weeks of caregiver’s salary

Temporary Position -to 6 weeks of employment - One week of caregiver’s
salary, but not less than \$900.00

Late Stage Hospice Care - One week of caregiver's salary

Suggested Rate for Caregivers is \$25.00 - \$30.00 per hour



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FAMILY INFORMATION

Today's Date: _____

Family Name: _____

Husband's Name: _____ Age: _____

Wife's Name: _____ Age: _____

Family Address: _____

Home Phone: _____ Fax: _____

E-Mail Address: _____

Business Phone: _____ Fax: _____

HOUSEHOLD INFORMATION

Do you currently have other staff in the household? _____ If yes, please explain: _____

Do you have any pets? _____ If yes, what kind are they? _____

Do any of your family members smoke? _____

Please indicate a contact name and/or phone

number where you can be reached in an emergency: _____

POSITION DESCRIPTION

What type of caregiver will you be needing:

Live-out Live-in Other: _____

Full time _____ Part time _____ Temporary _____

Desired starting date of the caregiver: _____

How long do you anticipate needing a caregiver?

What salary are you offering the caregiver?

What would be the caregiver's days off and would those days fluctuate? Please explain: _____

What hours would you be needing the caregiver on a weekly basis? _____



CLI-FRM 1.2 (Rev 2)

D'VINE CAREGIVERS
1420 W. Shire Circle, Inverness, IL 60067

susie@dvinecaregivers.com

Phone #: (847) 277-0320

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Susan Bennett
President and Agency Manager
1420 W. Shire Circle
Inverness, Illinois, 60067
(847) 277-0320

AGENCY / CLIENT AGREEMENT
For Illinois Families

This Agency/Client Agreement (hereinafter, "**Agreement**") is made and entered into on the last date written below by and between **D'Vine Caregivers LLC.**, a placement agency licensed in the State of Illinois ("**Agency**") and:

Name of Client: _____

Address: _____

City: _____ State: _____ Zip: _____

Recitals

WHEREAS, Agency is a duly licensed employment agency that places individuals to serve as full-time, part-time, temporary or intermittent in-home caregivers, referred to herein as "Candidates" or "Caregivers";

WHEREAS, Client desires to take advantage of Agency's expertise and resources in identifying, investigating, interviewing and recommending candidates to be hired by Client as their Caregiver; and

WHEREAS, Agency desires to provide, and Client desires to receive, the services of Agency on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for good and other consideration the sufficiency and receipt of which are acknowledged, the parties agree as follows:

AGREEMENT

1. Client Information

Client agrees to provide full, complete and accurate information to Agency, both on Agency's online and/or paper forms and in verbal communications with Agency. Client acknowledges and agrees that Agency's ability to identify and refer suitable caregivers to Client depend upon accurate, full and complete information regarding Client and therefore, represents and warrants that the information they have or will provide to Agency is true and correct. In furtherance thereof, Client authorizes Agency to investigate and verify Client information, including contacting individuals or entities included in the Client information

provided to Agency. Should Agency determine that Client has not been forthright or honest in the information it has provided to Agency, Agency reserves the right to immediately cease performing any further work on Client's behalf and may, in its sole discretion, terminate this Agreement without any further obligation whatsoever to Client.

2. Candidate Search.

Upon receipt of Client's completed information forms and Client's signature on this Agreement, Agency shall commence a search to identify potential caregivers. Agency typically will first search its own internal files for a suitable candidate but that is not always the case. Client's needs may be unique, unusual or non-customary, such that Agency might initiate its search outside its own internal files. Client authorizes Agency to disclose relevant Client information to potential caregivers, or other necessary or appropriate third parties during and within the scope of its candidate search; provided, however, that Agency shall not release Client's name, address or other contact information to a candidate or to any third party without Client's prior consent.

3. Candidate Referral.

Upon Agency's identification of a candidate whom Agency deems suitable for Client's stated requirements, needs and purposes, Agency shall so notify Client either via telephone, text or email. If Client concurs in the suitability of the candidate, Agency will provide the candidate's contact information to Client, in order that Client can directly arrange an interview with the candidate. While Agency will use good faith efforts to identify suitable candidates and refer such candidates to Client, Agency cannot and does not guarantee that a suitable candidate will be located for Client.

4. Candidate Hire by Client.

It is within the sole discretion of Client to hire, or not hire, any candidate referred to Client by Agency. However, Client agrees to promptly notify Agency of their decision to hire or to not hire a referred candidate, in order that Agency will know the status and availability of that candidate, and also so that Agency knows whether or not it should continue its candidate search on behalf of the Client. Should Client desire to hire a candidate referred by Agency, it is Client's sole responsibility to negotiate a contract of engagement, or an employment contract, with said candidate. Agency duties hereunder do not include contract negotiations for or on behalf of Client (nor on behalf of the caregiver).

5. Contract Duration and Placement Fee

The Agency shall undertake a search for qualified candidates, and such search shall continue until a placement is made with the client, or the client requests to discontinue the search in writing.

Candidate Placement Fees: Once Client and a candidate have entered into a written contract or a verbal understanding for such candidate's services, and in any event prior to said candidate's start-date with Client, Client shall pay Agency the applicable "Placement Fee" equivalent to the first three weeks of the caregiver's salary. The Placement Fee is due when the candidate accepts the offer of engagement by Client. The Placement Fee is owing and payable to Agency if a referred candidate is hired by Client, whether on a full-time, part-time or temporary basis, within one (1) year of the date of referral.

Placement Fee Payment: The candidate placement fee is due at the time the candidate accepts an offer of hire by Client. Client has provided or will provide Agency with credit card information and acknowledges that Agency is authorized to charge the applicable Placement Fee on such credit card once Client hires a

candidate referred by Agency. Client further acknowledges that, should such credit card charge be rejected or not approved, and should Client fail to timely make other satisfactory payment arrangement with Agency, to Agency's full satisfaction, then Agency has the right and authority to prevent said caregiver from commencing work with Client, in addition to any and all other remedies available to Agency under law or in equity.

6. Replacement Caregiver.

For full-time Caregivers, if the original Caregiver hired by the Client through the Agency fails to remain in the position for sixty (60 days) after the date of hire, through no fault of Client, then Agency shall commence another candidate search on behalf of Client for the same position level (i.e., full-time position) at no charge (i.e., the Placement Fee is waived). For part-time Caregivers, if the original Caregiver hired by Client through the Agency fails to remain in the position for thirty (30) days after the date of hire, through no fault of Client, then Agency shall commence another candidate search on behalf of Client for the same position level (i.e., part-time position) at no charge (i.e., the Placement Fee is waived). This fee waiver applies only to originally hired caregivers, not to replacements

7. Release.

The decision to retain or employ a referred candidate is within the sole discretion, and is the sole decision, of Client. Agency covenants that it will exercise sound judgment in referring any candidate to Client, but Agency cannot represent or warrant as to whether a given candidate will ultimately work out to Client's satisfaction, for whatever reason. Therefore, Client agrees to and does release Agency, its officers, directors, employees and agents from claims arising out of or relating to Client's engagement or employment of a candidate referred to Client by Agency.

8. Limitation of Liability.

Client understands and agrees that in no event shall Agency be liable to Client, their heirs, successors or assigns, for any direct, indirect, incidental, special, consequential or exemplary damages. The extent of Agency's liability to Client shall be the amounts paid by Client to Agency hereunder.

9. Miscellaneous Provisions.

a. Dispute Resolution Process:

Any dispute arising under or relating to this Agreement shall first be submitted to non-binding mediation. In the event mediation fails to resolve the dispute, the dispute will be submitted to, and determined by, a sole arbitrator at Judicial Arbitration and Mediation Service (JAMS) in Chicago, Illinois.

The arbitrator shall be mutually agreed upon by the parties and, if the parties are unable to agree, either party may petition a court of competent jurisdiction to appoint an arbitrator. Nothing herein shall prevent a party from petitioning a court of competent jurisdiction for extraordinary or equitable relief to prevent irreparable harm.

b. Severability. In the case that any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected.

c. **Amendment or Modification.** This Agreement shall not be amended, modified, or supplemented at any time unless by written instrument executed by the party to be burdened by such amendment or modification. The Client may terminate this contract at anytime

d. **Complete Understanding.** This Agreement constitutes the complete understanding with respect to the contractual relationship between the parties, and specifically supersedes any and all prior agreements of the parties. No other statement, representation, warranty, or covenant has been made by either party with respect thereto, except as expressly set forth herein.

f. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

g. **Counterparts.** This Agreement may be executed in counterparts, with both signature documents combining to create a single unified instrument.

10. Reporting Caretaker Misconduct

The Agency will screen, and background check all potential care giver applicants to prior to presenting any potential applicant. However, if any caretaker subsequently hired is suspected of abuse, neglect, or financial exploitation of an adult age 60 or older or a person with disabilities age 18-59 call the statewide, 24-hour Adult Protective Services Hotline: 1-866-800-1409, 1-888-206-1327 (TTY).

IN WITNESS WHEREOF, the parties signify their acceptance of the terms of this Agreement by placing their signatures in the spaces provided below.

D’VINE CAREGIVERS LLC.

_____ Date: _____
Susan Bennett, President

CLIENT

I (Client Name)_____ hereby give consent to D’Vine Caregivers to provide home care placement services as outlined in this contract.

_____ Date: _____
(signature)

Method of Payment

D’Vine Caregivers accepts checks, cash or Zelle

Payment must be made prior to caregiver starting date

(Signature)

(Date)