

Family Care Monitoring Services

“Providing Secure Monitored Visitations with Care and Concern”

On behalf of Family Care Monitoring Services, we would like to welcome you to our team, dedicated to providing the best employment opportunities, and the most family-friendly supervised visitation services.

FAMILY CARE MONITORING SERVICES' EMPLOYMENT REQUIREMENTS.

THE FOLLOWING MINIMUM REQUIREMENTS ARE NEEDED BEFORE YOU CAN SET UP AN INTERVIEW AND BE PROCESSED.

1. BE 21 YEARS OF AGE OR OLDER
2. NO DUI CONVICTION WITHIN THE PAST 5 YEARS;
3. NOT BEN ON PROBATION OR PAROLE FOR THE PAST 10 YEARS;
4. NO RECORD OF CONVICTION FOR CHILD MOLESTATION, CHILD ABUSE, OR OTHER CRIMES AGAINST A PERSON;
5. NO CIVIL, CRIMINAL, OR JUVENILE RESTRAINING ORDERS WITHIN THE LAST TEN YEARS;
6. CPR AND FIRST AID - ALL APPLICANTS MUST HAVE CURRENT CERTIFICATION OF CPR AND FIRST AID; NEEDS TO BE UPDATED EVERY 2 YEARS
7. HIGH SCHOOL DIPLOMA – ALL APPLICANTS MUST HAVE A HIGH SCHOOL DIPLOMA OR HAVE PASSED A GRE;
8. COPY OF A VALID DRIVER'S LICENSE – ALL APPLICANTS MUST HAVE A VALID DRIVING LICENSE;
9. DMV PRINTOUT WITH VALID CAR INSURANCE- IF YOU DRIVE WE NEED A COPY OF YOUR DRIVER'S LICENSE, PROOF OF VALID CAR INSURANCE, AND A DMV (NO MORE THAN 2 YEARS OLD) PRINT OUT OF YOUR DRIVING RECORD.
10. BACKGROUND CHECK REPORT THROUGH LIVE SCAN AND TRUST LINE - A CRIMINAL RECORDS CHECK WITH THE DEPARTMENT OF JUSTICE MUST BE COMPLETED ALONG WITH FINGERPRINTS DONE. (IF YOU HAVE A CRIMINAL RECORD, PLEASE TELL US ABOUT IT!). FINGERPRINTING MUST BE RENEWED EVERY THREE (3) YEARS.
11. I-9 AND/OR PHOTO IDENTIFICATION- SUCH AS, BUT NOT LIMITED TO: CALIFORNIA ID, CA DRIVER'S LICENSE, GREEN CARD, CITIZENSHIP CERTIFICATE OR WORK PERMIT, U.S. PASSPORT AND A SOCIAL SECURITY CARD.
12. REFERENCES- MANDATORY LISTING OF COMPLETE WORK HISTORY (AT LEAST LAST TEN YEARS), WITH VALID PHONE NUMBERS AND CONTACTS. LETTERS OF RECOMMENDATION AND SPECIAL TRAINING CERTIFICATES ARE ALWAYS USEFUL! (AT LEAST ONE IS REQUIRED.)
13. TUBERCULOSIS TEST- CURRENT TB TEST (NO MORE THEN 2 YEARS OLD) RESULTS INDICATING POSITIVE OR NEGATIVE IS NEEDED FOR HEALTH REASONS.
FOR ORANGE COUNTY: WEST CLINIC TB SERVICES, 14120 BEACH BLVD, SUITE 104, WESTMINSTER, CA 92683, 714/ 896 - 7390
FOR LA COUNTY: [HTTP://WWW.LADHS.ORG/CLINICS/](http://www.ladhs.org/clinics/)
14. ANY CERTIFICATES/ LICENSES (OPTIONAL)

APPLICATION—THE APPLICATION PACKET NEEDS TO BE FILLED OUT COMPLETELY WITH ALL NECESSARY SIGNATURES AND ACCOMPANIED BY ALL THE REQUIREMENTS LISTED ABOVE.

THANK YOU FOR YOUR INTEREST IN JOINING US!

***IF YOU HAVE ANY QUESTIONS OR WOULD LIKE TO SET UP AN APPOINTMENT
DO NOT HESITATE TO CALL US***

Family Care Monitoring Services

DATE APPLIED ___/___/___ TIME _____ HOW DID YOU HEAR ABOUT THE AGENCY? _____
 APPLICANT _____ HOME PHONE: _____ CELL/PAGER: _____
 STREET ADDRESS _____ E-MAIL: _____
 CITY _____ STATE _____ ZIP _____ SALARY EXPECTED _____
 SOCIAL SECURITY NUMBER _____ DATE OF BIRTH _____

GRAY AREAS ARE FOR OFFICE USE ONLY

REQUIREMENTS: (NEED COPIES)
 CPR _____ FIRST AID _____ EXP DATE
 ___/___/___
SECURITY MEASURES:
 LIVE SCAN COMPLETED ___/___/___
 REFERENCES CHECK BY _____

 TB TEST COMPLETED ___/___/___

 OTHER APPLICABLE EXP. _____
 HOBBIES _____
TRANSPORTATION:
 AUTO INSURANCE _____ EXP ___/___/___
 AUTO _____
 DMV PRINT-OUT ___/___/___

GREEN CARD: _____
 CALIFORNIA ID _____
 DRIVERS LICENSE _____ EXP
 ___/___/___ OTHER _____
SPECIAL TRAINING:
 ELDERLY _____
 NEWBORN _____
LICENSE:
 RN Ex ___/___/___ L.V.N.
 Ex ___/___/___
 CNA Ex ___/___/___ HHA
 Ex ___/___/___
 LICENSE # _____
 HEALTH CARD _____
 OTHER _____

PLACEMENT TYPE:
 PERMANENT _____ TEMPORARY _____
 LIVE-IN _____ LIVE-OUT _____
 BS _____ NB _____ EC _____
 HC _____ RC _____ MV _____
STATISTICS:
 MALE _____ FEMALE _____
 HT _____ WT _____ EYES _____ HAIR _____
 BIRTH DATE ___/___/___ AGE _____
 PLACE OF BIRTH: _____
 _____ NATIONALITY _____
 YEARS. IN US _____
 ENGLISH: NONE 1 2 3 4 5 FLUENT
 OTHER LANGUAGE: _____
 MARRIED _____ SINGLE _____ DIVORCED _____
 CHILDREN # _____ AT HOME _____

IDENTIFICATIONS: (NEED COPIES)
 SOCIAL SECURITY: ___/___/___

READ AND COMPLETED: HAND OUT'S
 HAVE YOU EVER BEEN CONVICTED OF A FELONY NO YES IF YES, PLEASE
EXPLAIN _____
HOW FAR ARE YOU WILLING TO TRAVEL _____
AVAILABLE: M T W T F S S EVENINGS _____ DAYS _____
 CURRENTLY WORKING; FULL-TIME PART-TIME

GRAY AREA FOR OFFICE USE ONLY

DID THE APPLICANT HAVE GOOD PRESENTATION? _____
 WHAT KIND OF JOB IS SUITABLE FOR THIS APPLICANT?

 WHAT KIND OF EXPERIENCE DID THE APPLICANT
 HAVE? _____
 DO THEY HAVE ANY SPECIAL
 QUALITIES? _____
 OTHER REMARKS OR
 OBSERVATIONS: _____
 EXPERIENCE 1 2 3 4 5 SKILLS 1 2 3 4 5 ATTITUDE 1 2 3 4 5 NEATNESS 1 2 3 4 5 WORKABILITY 1 2 3 4 5

Family Care Monitoring Services

W o r k H i s t o r y (Starting with the most recent):

<p>1. COMPANY _____ PERSON : _____ PHONE: _____ TITLE: _____ ADDRESS: _____ CITY/STATE: _____ ZIP CODE: _____</p>	<p>JOB DESCRIPTION: _____ _____ _____ _____ _____ _____</p>	<p>WORKED: FROM ___/___/___ TO ___/___/___ WAGES: _____ REASON FOR LEAVING _____ _____ _____</p>
<p>2. COMPANY: _____ PERSON : _____ PHONE: _____ TITLE: _____ ADDRESS: _____ CITY/STATE: _____ ZIP CODE: _____</p>	<p>JOB DESCRIPTION: _____ _____ _____ _____ _____ _____</p>	<p>WORKED: FROM ___/___/___ TO ___/___/___ WAGES: _____ REASON FOR LEAVING _____ _____ _____</p>
<p>3. COMPANY _____ PERSON _____ PHONE: _____ TITLE: _____ ADDRESS: _____ CITY/STATE: _____ ZIP CODE: _____</p>	<p>JOB DESCRIPTION: _____ _____ _____ _____ _____ _____</p>	<p>WORKED: FROM ___/___/___ TO ___/___/___ WAGES: _____ REASON FOR LEAVING _____ _____ _____</p>
<p>4. COMPANY _____ PERSON _____ PHONE: _____ TITLE: _____ ADDRESS: _____ CITY/STATE: _____ ZIP CODE: _____</p>	<p>JOB DESCRIPTION: _____ _____ _____ _____ _____ _____</p>	<p>WORKED: FROM ___/___/___ TO ___/___/___ WAGES: _____ REASON FOR LEAVING _____ _____ _____</p>

(if necessary, use the back of this form)

Family Care Monitoring Services

E d u c a t i o n (Additional pages may be added):

TYPE	NAME AND LOCATION OF SCHOOL	SUBJECTS STUDIED - Major/ Minor	YEARS ATTENDED	DATE GRADUATED
GRAMMAR SCHOOL				
HIGH SCHOOL				
COLLEGE				
TRADE, BUSINESS OR CORRESPONDENCE				
ACTIVITIES (Civic, church, Athletic, etc.)				
ADDITIONAL CERTIFICATES OR TRAINING OBTAINED				

Personal References:

(Three people not related to you, whom you have known at least one year):

1. Name _____ Phone _____ Occupation _____

How long known _____ Address _____

2. Name _____ Phone _____ Occupation _____

How long known _____ Address _____

3. Name _____ Phone _____ Occupation _____

How long known _____ Address _____

PHYSICAL RECORD:

* SMOKING IS PROHIBITED DURING OR RIGHT BEFORE THE VISITATION

WERE YOU EVER INJURED? YES NO GIVE DETAILS:

DO YOU HAVE ANY DIFFICULTIES IN HEARING? YES NO IN VISION? YES NO IN SPEECH? YES NO

PLEASE EXPLAIN: _____

IN CASE OF EMERGENCY NOTIFY:

_____PHONE:_____RELATIONSHIP:_____

HOW FAR ARE YOU WILLING TO TRAVEL?

AVAILABLE: M T W T F S S EVENINGS DAYS

FULL-TIME PART-TIME CURRENTLY WORKING;

HAVE YOU OR ANYONE YOU KNOW BEEN INVOLVED WITH CUSTODY ISSUES AND MONITORED VISITATIONS?

HAVE YOU EVER BEEN CONVICTED OF A FELONY OR ANY OTHER CRIMINAL OFFENSE? YES NO

IF YES, PLEASE EXPLAIN:

IF ANY OF THE ABOVE INFORMATION IS INCORRECT, IT CAN BE CAUSE FOR TERMINATION OF THE INDEPENDENT CONTRACTOR WITH THE AGENCY.

I DECLARE UNDER PENALTY OF PERJURY BY THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE PROVIDED INFORMATION IS TRUE AND CORRECT.

APPLICANT'S SIGNATURE _____ DATE _____

Family Care Monitoring Services

AGREEMENT TO PERFORM AND RELEASE, CRIMINAL STATEMENT, CRIMINAL BACKGROUND INVESTIGATION RESULTS, AND EMPLOYMENT VERIFICATION TO ANY PROSPECTIVE CLIENTS OR CARE SEEKERS

CRIMINAL RECORDS STATEMENT

INSTRUCTIONS:

1. PERSONS REQUIRED TO COMPLETE THIS STATEMENT AS A CONDITION OF LICENSURE, YOUR EMPLOYMENT AS A MONITOR OR PRESENCE IN OUR FACILITY, STATE LAW REQUIRES THAT YOU BE FINGERPRINTED AND COMPLETE THIS AFFIDAVIT.
2. THIS FORM IS TO BE MAINTAINED IN THE FACILITY PERSONNEL FILE.

HAVE YOU EVER BEEN CONVICTED OF A CRIME? (EXCLUDED ARE MINOR TRAFFIC VIOLATIONS FOR WHICH THE FINE WAS \$50.00 OR LESS BEFORE APRIL 5, 1984 OR \$100.00 AFTER APRIL 4, 1984).

Yes No

IF YES, INDICATE THE NATURE AND CIRCUMSTANCES OF THE CRIME(S) AND WHAT YOU WERE CONVICTED OF.

I FURTHER HEREBY GIVE PERMISSION TO FAMILY CARE MONITORING SERVICES, INC. TO CONDUCT A CRIMINAL BACKGROUND INVESTIGATION, TO CONDUCT EMPLOYMENT VERIFICATION, TO PERFORM A PRE-EMPLOYMENT SCREENING IN ORDER TO SECURE ANY AND ALL INFORMATION THAT THE COMPANY MAY DEEM NECESSARY TO MY SECURING WORK ASSIGNMENTS FROM FCMS. FURTHERMORE, I GIVE MY CONSENT FOR THE FAMILY CARE MONITORING SERVICES, INC. TO RELEASE THIS INFORMATION TO ANY PROSPECTIVE CLIENT. I UNDERSTAND THAT THESE PROCESSES ARE IN FULL ACCORDANCE WITH APPLICABLE STATE, FEDERAL, AND LOCAL LAWS, AND THAT THEY ARE CONDUCTED IN FULL ACCORDANCE OF THE FAIR CREDIT REPORTING ACT.

I DECLARE UNDER THE PENALTY OF PERJURY THAT I HAVE READ AND UNDERSTAND THE INFORMATION CONTAINED IN THIS AFFIDAVIT AND THAT MY RESPONSES ARE TRUE AND CORRECT.

PRINT NAME CLEARLY: _____ SIGNATURE: _____
CITY/COUNTY WHERE SIGNED: _____ DATE: _____

ADULT AND CHILD ABUSE REPORTING REQUIREMENTS

SECTION 15630 OF THE WELFARE AND INSTITUTIONS CODE REQUIRE THAT ANY EMPLOYEE OF AN ADULT OR CHILD PROTECTIVE SERVICE AGENCY, OR LOCAL LAW ENFORCEMENT OR PROFESSIONAL CAPACITY OR WITHIN THE SCOPE OF HIS/HER EMPLOYMENT, WHO HAS KNOWLEDGE OF A PERSON THAT HAS REPORTED OR IS A VICTIM OF PHYSICAL/SEXUAL ABUSES WHERE THE DEPENDENT ADULT'S STATEMENT INDICATE, OR IN A CASE OF A PERSON WITH DEVELOPMENTAL DISABILITIES, WHERE STATEMENTS OR EVIDENCE INDICATES OR ALLEGES THAT ABUSE HAS OCCURRED, MUST REPORT KNOWN OR SUSPECTED INSTANCES OF PHYSICAL/SEXUAL ABUSE TO AN ADULT OR CHILDREN PROTECTIVE SERVICE AND/OR LOCAL LAW ENFORCEMENT AGENCY IMMEDIATELY BY TELEPHONE WITH A WRITTEN REPORT TO FOLLOW WITHIN 36 HOURS OF RECEIVING THIS TYPE OF INFORMATION'S.

ADULT PROTECTIVE SERVICE (APS)
CHILD PROTECTIVE SERVICES
OMBUDSMAN
DEPARTMENT OF CHILDREN'S SERVICES

HOTLINE – 800 992 1660
HOTLINE – 800 344-6000
HOTLINE – 800 334 9473
HOTLINE – 800 540 4000

I HAVE READ THE ABOVE STATEMENT AND UNDERSTAND MY RESPONSIBILITIES UNDER SECTION 15620 OF THE WELFARE AND INSTITUTIONS CODE, AND WILL COMPLY WITH ITS PROVISIONS.

Family Care Monitoring Services
UNDERSTANDING CONTINUANCE OF EMPLOYMENT

I _____ UNDERSTAND THAT AS A FAMILY CARE MONITORING SERVICES, INC. EMPLOYEE I WILL BE OFFERED VARIOUS ASSIGNMENTS WITH ANY NUMBER OF CLIENTS IN ANY OF THE STATES OR TERRITORIES WHERE FAMILY CARE MONITORING SERVICES, INC. DOES BUSINESS. WHETHER ON ASSIGNMENT OR BETWEEN ASSIGNMENTS I REMAIN EMPLOYED BY FAMILY CARE MONITORING SERVICES, INC. UNTIL I RECEIVE WRITTEN NOTIFICATION THAT MY EMPLOYMENT HAS TERMINATED OR I HAVE SUBMITTED AND SIGNED AN EMPLOYMENT RESIGNATION FORM. AS AN EMPLOYEE, SHOULD ANY PARTICULAR ASSIGNMENT TERMINATE, EITHER BY ITS TERMS OR PREMATURELY FOR ANY REASON, MY EMPLOYMENT WITH FAMILY CARE MONITORING SERVICES, INC. WILL CONTINUE AND MY AVAILABILITY FOR THE NEXT ASSIGNMENT WILL BE IMMEDIATELY EVALUATED.

I HAVE READ ALL OF THE ABOVE AND ACCEPT IT AS A LEGAL AND BINDING AGREEMENT.
EXECUTED THIS ____ DAY OF _____, 201 ____, IN THE STATE OF CALIFORNIA

SIGNATURE, MONITOR

SIGNATURE, AUTHORIZED REPRESENTATIVE OF FCMS, INC.

AGREEMENT FOR SECURING COMPANY'S PROPRIETARY PROPERTY

I _____, AS A MONITOR FOR FAMILY CARE MONITORING SERVICES, INC., UNDERSTAND THAT FAMILY CARE MONITORING SERVICES, INC., HAS EXTENDED TIME AND MONEY IN AN EFFORT TO ACQUIRE CLIENTS. I UNDERSTAND THAT HAVING DONE SO; FAMILY CARE MONITORING SERVICES RETAINS ALL CLIENTS AS BELONGING TO THE COMPANY. I AM AWARE THAT THE COMPANY WILL IMMEDIATELY TERMINATE MY CONTRACT SHOULD I NOT ACCEPT THE ABOVE AND ABIDE BY THE FOLLOWING RULES AND CONDITIONS:

- 1) I WILL NOT CONTACT ANY OF THE EXISTING CLIENTS OF FAMILY CARE MONITORING SERVICES, INC. OR ITS SUBSIDIARIES.
- 2) I WILL NOT CONTACT ANY OF THE EXISTING MONITORS OF FAMILY CARE MONITORING SERVICES, INC. OR ITS SUBSIDIARIES.
- 3) I WILL NOT ACCEPT WORK FROM ANY OF THE EXISTING CLIENTS OR PERSONS WHO HAVE BEEN CLIENTS OF FAMILY CARE MONITORING SERVICES, INC. OR ITS SUBSIDIARIES WITHIN THE PAST YEAR FROM THE DATE OF TERMINATION OF THE ORIGINAL AGREEMENT BETWEEN ABOVE STATED PERSONAL ASSISTANT AND FAMILY CARE AGENCY, INC. OR ITS SUBSIDIARIES.
- 4) DURING THE TERM OF THIS AGREEMENT, I WILL NOT ACCEPT WORK FROM ANY PRIOR OR EXISTING CLIENTS OF FAMILY CARE MONITORING SERVICES, INC. SHOULD I DECIDE NOT TO ADHERE TO THE AGENCY'S CLEARLY STATED AND UNDERSTOOD POLICY AND PROCEDURES, I UNDERSTAND THAT I WILL BE LIABLE FOR ALL COMMISSIONS AND FEES ORDINARILY DUE TO THE COMPANY, INCLUDING ANY EXPENSES INCURRED DURING THE ATTEMPT TO COLLECT SAID COMMISSION AND FEES.
- 5) APPLICANT MAY BE PRIVY TO PROPRIETARY INFORMATION, INCLUDING BUT NOT LIMITED TO, CONFIDENTIAL INFORMATION, APPLICANTS LISTS, MARKETING METHODS, LIST OF POTENTIAL CLIENTS, AND INFORMATION RELATING TO APPLICANTS AND CLIENT LISTS, AND INFORMATION RELATING TO APPLICANTS AND CLIENTS AS ASSETS OF FCMS ALONE. APPLICANT FURTHER AFFIRMS AND ACKNOWLEDGES THAT SUCH INFORMATION NEED NOT BE OF THE NATURE THAT IS GENERALLY UNDERSTOOD TO BE "CONFIDENTIAL" IN ORDER FOR SUCH INFORMATION TO BE DESIGNATED AS "PROPRIETARY" AS UNDERSTOOD UNDER THIS PARAGRAPH. APPLICANT SPECIFICALLY DISAVOWS ANY PERSONAL INFORMATION AT ANY TIME, WHETHER WHILE EMPLOYED AND OR ASSOCIATED WITH FCA, OR AT ANY TIME THEREAFTER.

I HAVE READ ALL OF THE ABOVE AND ACCEPT IT AS A LEGAL AND BINDING AGREEMENT.
EXECUTED THIS ____ DAY OF _____, 201 ____, IN THE STATE OF CALIFORNIA.

SIGNATURE, MONITOR

SIGNATURE, AUTHORIZED REPRESENTATIVE OF (FCMS, INC.)

Family Care Monitoring Services
ACCEPTANCE AGREEMENT

1. I _____, here in after referred to as "I", in the capacity of (check all that apply), under the general legal term of Child Visitation Monitor am accepting temporary employment from Family Care Monitoring Services, Inc., herein after also referred to as "FCMS and or Company".

I have been contracted by:

I will provide care for:

Client

Client

Address

Address

_____, _____, _____
City State Zip Code

_____, _____, _____
City State Zip Code

Rate of pay will be: \$12 – 18 per hour depending on type of referral and length of visitation

I understand that at all times the client is the **Property of Family Care Monitoring Services**. In other words, the company spends considerable time, energy and money in obtaining clients and I will, at no time, work directly for the client unless I first contact the FCMS so the company can collect either a permanent placement fee or fees for service. I understand that I must receive the company's specific permission to work directly for any client.

If I choose to work directly for the client and I do not notify the FCMS first, I understand that if I accept work directly from a client, the company fee for an extended basis job is 80% of the first month's salary. I shall be personally held responsible for the placement fee and that Family Care Monitoring Services will pursue legal and/or criminal actions to include the company suing me in court to collect said fees. I understand that I will also be liable for any and all legal fees associated with these lawsuits.

If I choose to not notify the company, I further understand that it will give cause to be immediately terminated from Family Care Monitoring Services and I will not be eligible for future work assignments.

I warrant by my signature below that I have the right to work and to collect wages in the State of California by virtue of being a U.S. national or citizen or have a current applicable work permit.

I warrant by my signature below that I am qualified, knowledgeable, and able to perform the duties of any positions accepted by me as an applicant.

Conditions:

1. I will be paid at time-and-a-half for all work performed on these legal holidays: New Year's Eve, new Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve, and Christmas Day.
2. If I need to be replaced on a job, I will give the agency at least 24 hours advance notice so that a suitable replacement may be found for me.
3. I will not, at any time, make any long distance or toll (further away than 12 miles) phone calls from the client's home—except to call Family Care Monitoring Services. If I do make any unauthorized phone calls, I understand that I will personally be held responsible for the cost of these calls. I authorize Family Care Monitoring Services to deduct the cost of any unauthorized\improper phone calls from my pay so that the client may be reimbursed.
4. I will not change or modify my work schedule without first contacting the agency.
5. I will not, under any circumstances, give the client my personal home, pager, or cellular phone numbers, unless I receive specific permission from a FCMS' staff member. I understand that giving my personal phone numbers to the client is a direct violation of company's policy and may result in immediate termination.
6. I will not use the client's computer or Internet services at any time.
7. I will not bring family members, friends, or any other persons to the client's homes for any reason.
8. I will not borrow money, under any circumstances, from the client. Asking to borrow money, or asking for advances in pay from a client are in a direct violation of company's policy and will result in immediate termination and legal action can be taken.
9. If I use my personal vehicle, I will have full liability and comprehensive insurance coverage on my car. I will supply to the company current copies of my insurance policy each time I renew my insurance before starting on a new assignment.
10. I will provide Family Care Monitoring Services with new copies of the following documents when I renew them: driver's license, first aid/CPR, etc.

Family Care Monitoring Services

11. I understand that if at any time I have questions regarding these conditions, or regarding Family Care Monitoring Services' policies, I am to call the office immediately.

Nothing in this agreement shall be construed so to confer any obligation upon employer to compensate applicant in any way. In the event that employer fails to pay applicant, applicants' sole resources for said non-payment shall be exclusively against the employer and in no event as against FCMS.

In the event that I desire to terminate my employment with employer, I agree to inform employer and FCA in writing of the desire to terminate at least (2) weeks prior to the desired termination date. In no event will I make any recommendations to employer regarding another person to potentially fill applicant's position. In the event that employer asks for such recommendations, I shall advise the employer that I am contractually prohibited from making any such recommendations.

In the event that I have misrepresented to FCMS, whether intentionally or negligently, any information relating to my qualification abilities or legal capacity to be employed as a Child Visitation Monitor, and the misrepresentation leads to legal or administrative action against FCMS I will be held accountable for said actions. Applicant shall indemnify FCMS and hold FCMS harmless for any and all costs related thereto, including but not limited to, attorney fees, court costs and any judgments arising from such legal and or administrative actions.

In the event that I commit torturous or legally actionable acts other than as set forth above, and such torturous or legally actionable acts lead to legal administrative action against FCMS, I shall indemnify FCMS, hold FCMS harmless for any and all costs thereto, including but not limited to, attorney fees, court costs and any judgments arising from such legal and or administrative actions.

By virtue of my relationship with FCMS, I may be privy to proprietary information, including but not limited to, confidential information applicants lists, marketing methods, list of potential clients, and information relating to applicants and client lists, and information relating to applicants and clients are assets of FCMS alone. I further affirm and acknowledge that such information need not be of the nature that is generally understood to be "confidential" in order for such information be designated as "proprietary" as understood under this paragraph. Applicant specifically disavows any personal information at any time, whether while employed and or associated with FCMS, or at any time thereafter.

I understand that I am specifically prohibited from entering into an employment relationship of any kind with any client of FCMS, without the specific consent of FCMS and acknowledge that FCMS is in the business of providing applicants to clients for a fee. Therefore, the I agree that if I entered into any such employment relationship, I shall be obligated to pay to FCMS liquidated damages in the amount of one-months wages from the employment relationship with client.

This agreement shall be governed and construed in accordance with the laws of the State of California.

If any legal action is necessary to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.

This instrument contains the entire agreement between myself and FCMS, relating to the right herein granted and the obligation herein assumed.

The American Arbitration Association will submit any and all disagreements arising from any transaction contemplated in the agreement to arbitration.

This Agreement shall be interpreted as drafted by each of "the parties." I have read all of the above and accept it as a legal and binding agreement.

Child Visitation Monitor Printed Name

FCMS Representative Printed Name

Signature

Date

Signature

Date

Family Care Monitoring Services
GUIDELINES AND AGENCY POLICIES FOR MONITORS

FAMILY CARE MONITORING SERVICES, INC., OFFERS TWO TYPES OF JOBS—WHERE THE CLIENT PAYS YOU DIRECTLY AND WHERE OUR AGENCY PAYS YOU AND TAKES OUT PAYROLL TAXES.

WHEN THE CLIENT PAYS YOU DIRECT, YOU ARE THE DIRECT EMPLOYEE OF THE CLIENT’S FAMILY. THEY ARE RESPONSIBLE FOR PAYING YOU THE AMOUNT THAT YOUR AGENCY SET FOR YOU. THEY ARE ALSO RESPONSIBLE FOR ANY WORK RELATED INJURIES THAT MAY OCCUR.

WHEN OUR AGENCY PAYS YOU, WE ARE YOUR EMPLOYER AND WE ARE RESPONSIBLE FOR PAYROLL TAXES, AND WORK INCURRED INJURIES. YOU GET PAID EVERY FRIDAY FOR THE PREVIOUS WEEK OF WORK (MONDAY THROUGH SUNDAY). IN ORDER TO BE PAID ON FRIDAY (AFTER 5:00 PM), YOU MUST HAVE YOUR **COMPLETED** AND SIGNED TIME CARDS AND NURSE’S NOTES/MONITORING NOTES (IF APPLICABLE) HANDED INTO THE OFFICE BY 12:00 PM ON WEDNESDAY. PLEASE BE AWARE THAT IF YOUR TIME CARD IS NOT COMPLETE IN ANY WAY AND NOT SIGNED BY THE CLIENT YOU WILL NOT BE PAID, AND OR IF YOUR NOTES ARE NOT HANDED IN COMPLETE WITH DEPARTMENT REQUIREMENTS YOU WILL NOT BE PAID. (RESPIRE WORKERS PLEASE REFER TO YOUR ACCOUNT MANAGER FOR YOUR PAY SCHEDULE)

UNLESS YOU TELL US THAT YOU ARE COMING TO THE OFFICE TO PICK UP YOUR PAYCHECK, WE WILL MAIL YOUR CHECK TO YOU. WHEN YOU MOVE, PLEASE SUBMIT PROOF OF YOUR LEGAL ADDRESS TO THE HR MANAGER, OTHERWISE THE CHECKS WILL GO TO THE ADDRESS WE HAVE ON FILE. **PROOF OF YOUR LEGAL ADDRESS IS A COPY OF A BILL YOU RECEIVE FROM THE GAS COMPANY, PHONE COMPANY, CABLE COMPANY ETC.**

REMEMBER! YOU MUST SUBMIT PROOF OF YOUR NEW ADDRESS WHEN YOU MOVE. PLEASE ALSO UPDATE US WITH YOUR NEW HOME AND CELL PHONE NUMBERS WHEN THEY CHANGE. THAT WAY WE CAN CONTACT YOU MORE FREQUENTLY WHEN WE HAVE WORK. INACCURATE NUMBERS DO NOT HELP ANYONE, AND WILL MEAN YOU ARE NOT INTERESTED IN WORKING.

IF WE MAILED YOU YOUR CHECK AND IT IS LOST IN THE MAIL, OUR POLICY IS TO WAIT 7 DAYS BEFORE WE TELL OUR BANK TO “STOP PAYMENT”. ONLY AFTER THE PAYMENT IS STOPPED CAN WE RE-ISSUE A PAYCHECK TO YOU. THERE IS AN \$18 BANK FEE, WHICH WILL BE TAKEN OUT OF YOUR REISSUED CHECK.

WE HAVE THE FOLLOWING DRESS CODE: WHEN PROVIDING ADULT OR NEWBORN CARE YOU MUST WEAR A WHITE OR COLORED UNIFORM UNLESS REQUESTED BY THE CLIENT. CHILDCARE WORKERS CAN WEAR, BLACK, WHITE OR TAN OR KAKI SLACKS WITH A POLO TYPE SHIRT OR LONG SHELVE BOTTOM DOWN DRESS SHIRT. (HALTERS, TEE SHIRTS, SHORTS, SWEATS, BATHING SUITES, OPEN SHOES, THONGS SANDALS AND BARE FEET ARE PROHIBITED.)

IF THERE IS ANY SORT OF MEDICAL EMERGENCY, OR ANYTHING THAT APPEARS TO BE VERY UNUSUAL OR DIFFERENT OR OUT OF THE ORDINARY WITH YOUR CLIENT, PLEASE CALL THE AGENCY IMMEDIATELY.

IF YOU ACCEPT A LONG-TERM JOB THROUGH US OR THROUGH ANOTHER AGENCY, PLEASE CALL US AND LET US KNOW SO WE WON’T CALL YOU TO OFFER YOU MORE WORK. ONCE YOUR ASSIGNMENT IS FINISHED, CALL US ONCE AGAIN TO INFORM US OF YOUR AVAILABILITY.

REMEMBER TO SUBMIT TO US NEW COPIES OF YOUR DRIVER’S LICENSE, YOUR FIRST AID AND CPR CERTIFICATES AND ANY LETTERS OF RECOMMENDATIONS THAT YOU MAY RECEIVE.

OUR STANDARDS ARE HIGH. WE WANT ONLY THE MOST CARING, COMPASSIONATE AND PROFESSIONAL CAREGIVERS. WE APPRECIATE YOUR EFFORTS AND WE WELCOME YOU TO OUR AGENCY.

Family Care Monitoring Services
THE FOLLOWING IS NOT PERMITTED:

(VIOLATING THESE POLICIES WILL RESULT IN IMMEDIATE DISCIPLINARY ACTION OR TERMINATION)

- ACCEPTING AN ASSIGNMENT AND FAILING TO REPORT TO WORK.
- SLEEPING WHILE ON AN ASSIGNMENT—**EXCEPT** ON A LIVE-IN ASSIGNMENT WHEN SLEEPING IS SCHEDULED. IT IS A FEDERAL AND STATE REGULATION THAT YOU RECEIVE 8 HOURS OF UNINTERRUPTED SLEEP EACH NIGHT THAT YOU ARE WORKING ON A LIVE-IN JOB. IF YOU ARE NOT RECEIVING A CONSECUTIVE 8-HOUR PERIOD OF TIME TO REST THEN IT IS YOUR RESPONSIBILITY TO IMMEDIATELY INFORM YOUR ACCOUNT MANAGER.
- EXPECTING THE CLIENT TO PROVIDE YOU WITH MEALS, FOR SHIFTS THAT ARE LESS THEN 6 HOURS OR A LIVE-IN ASSIGNMENT.
- SMOKING IN THE CLIENT’S HOME, CAR, HOSPITAL, OR HOTEL ROOM OR ANY EXCESSIVE SMOKING BREAKS.
- BORROWING MONEY OR ITEMS OR ASK FOR ADVANCE IN PAY FROM THE CLIENT.
- LENDING MONEY OR ITEMS TO THE CLIENT, FOR ANY REASON WILL NOT BE RECOGNIZED BY THE AGENCY.
- SELLING ANYTHING TO THE CLIENT.
- MAKING PHONE CALLS WHILE AT THE CLIENT’S HOME OR IN THE CLIENT’S HOTEL ROOM WITHOUT PERMISSION. (EXCEPTIONS ARE EMERGENCY CALLS TO THE AGENCY ARE PERMITTED.)
- TALKING ON YOUR CELL PHONE DURING YOUR WORK DAY—EXCEPT FOR EMERGENCIES.
- CHANGING THE ASSIGNMENT (DAYS, HOURS, DURATION, ETC.) WITHOUT AUTHORIZATION FROM THE STAFFING COORDINATOR OR DIRECTOR’S APPROVAL.
- SUBSTITUTING FRIENDS, FAMILY MEMBERS, OR RELATIVES IN YOUR PLACE ON ANY ASSIGNMENT.
- ACCEPTING GIFTS OR ARTICLES WITHOUT WRITTEN PERMISSION FROM BOTH THE CLIENT AND FROM OUR AGENCY.
- DISCLOSING CONFIDENTIAL OR PERSONAL INFORMATION CONCERNING CARE OF THE RECIPIENT’S CONDITION OR HEALTH.
- DISCUSSING PERSONAL MATTERS OR PROBLEMS WITH CLIENT.
- BRINGING FRIENDS, FAMILY MEMBERS, OR CHILDREN TO ANY ASSIGNMENT.
- DISCUSSING WAGES, COMPENSATION AND PAYMENT WITH CLIENTS-EXCEPT WHEN BEING PAID BY THE CLIENT.
- GIVING THE CLIENT YOUR PERSONAL TELEPHONE NUMBERS (HOME, CELL, PAGER). ALL COORDINATION OF WORK SCHEDULES MUST BE CONDUCTED THROUGH THE AGENCY.
- USING THE CLIENT’S COMPUTER, BEING ON THE INTERNET IS PROHIBITED AT ALL TIMES.
- MUST BE ON TIME, AT ALL TIMES.
- ALL EMPLOYEES **ARE PROHIBITED FROM DEVELOPING OUT SIDE RELATIONSHIPS WITH ANY CLIENT.**
- NO E-MAIL, SENDING TEXT MESSAGES, EXCHANGING OF CONTACT INFORMATION, OR CALLING CLIENTS. **THE ONLY EXCEPTIONS TO CALLING IS TO CONFIRM AN ASSIGNMENT.**
- ALL EMPLOYEES **MUST REMAIN NEUTRAL AT ALL TIME!!!**
- NO PHOTOGRAPHS ARE ALLOWED, UNLESS SPECIFIED BY THE COURT ORDER.

WHEN PLACED BY THE AGENCY ON A TEMPORARY ASSIGNMENT

ACCEPTING AN ASSIGNMENT: CONFIRM WITH THE AGENCY. WE WILL GIVE YOU ALL THE DETAILS OF THE ASSIGNMENT BEFORE HAND, PLEASE BE SURE TO LISTEN CLOSELY WHEN GIVING YOU THE DETAILS, DO TO THE FACT THAT THE COORDINATORS MIGHT BE GIVING YOU CRITICAL INFORMATION AND PLACING YOU ON PERMANENT ASSIGNMENT AND WE NEED YOU TO BE SURE THAT YOU CAN DO THE ASSIGNMENT WHEN WE ASK YOU. IF YOU DO NOT FEEL YOU ARE ABLE OR WANT TO PROVIDE THESE SERVICES DO NOT TAKE THE ASSIGNMENT. LET THE COORDINATOR KNOW THAT YOU CAN NOT ACCEPT THE ASSIGNMENT.

PAYMENT: KNOW HOW MUCH YOUR GETTING PAID; BY WHO, THE AGENCY OR THE CLIENT. CONFIRM THIS WITH YOUR COORDINATOR, AND AGAIN WITH THE CLIENT. IF THE AGENCY TELLS YOU IT IS A PAYROLL ASSIGNMENT, DON’T GO BACK TO THE CLIENT AND TRY TO REARRANGE PAYMENT.

RECONFIRM THE ASSIGNMENT: CONFIRM WITH THE CLIENT THE NIGHT BEFORE. IF MONITORING CALL THE CUSTODIAL PARTY **FIRST**, DUE TO THEY ARE THE ONE BRING THE CHILD /CHILDREN, AND THEN CONFIRM WITH THE MONITORED PARTY **SECONDED**. CONFIRMATION OF ASSIGNMENTS MUST BE DONE EACH AND EVERY TIME, EVEN IF YOU HAVE WORKED WITH THIS ASSIGNMENT BEFORE.). DURING THE CONFORMATION CALL YOU SHOULD, INTRODUCE YOURSELF TO THE CLIENT AND MAKE SURE THAT YOU HAVE THE CORRECT DATES, HOURS, ADDRESSES, AND DIRECTIONS. MAKE SURE YOU UNDERSTAND WHAT CARE IS NEEDED AND

Family Care Monitoring Services

EXPECTED BY THE CLIENT. ASK IF YOUR PATIENT IS AMBULATORY, IF NOT MAKE SURE YOU KNOW HOW TO TRANSFER OR DON'T TAKE THE ASSIGNMENT.

YOU SHOULD CALL THE CLIENT ONE HOUR PRIOR TO LEAVING FOR THE ASSIGNMENT TO ENSURE THAT THERE HAVE BEEN NO LAST-MINUTE CHANGES. (HAVE THE DIRECTIONS BEFORE LEAVING)

CHANGES ON ARRIVAL: WHEN ANYTHING CHANGES OR A PROBLEM OCCURS WITH A FAMILY: MORE CHILDREN TO CARE FOR, CHILDREN ARE SICK, OR ON A LIVE-IN ASSIGNMENT YOU DON'T GET 8 HOURS OF SLEEP EACH NIGHT, PATIENT NEEDS MORE CARE, ETC. IF THE CLIENT HAS AN EMERGENCY AND NEEDS TO GO TO THE HOSPITAL OR FALLS "**CALL THE AGENCY IMMEDIATELY**" AND FILL OUT ACCIDENT REPORT AND SUBMIT TO US WITH IN 24 HOURS. IF THE LENGTH OF THE SITTING OR SHIFT EXTENDS BEYOND THE ORIGINAL STOP TIME ANTICIPATED, REMAIN ON THE JOB. YOU ARE NOT TO LEAVE THE CLIENT UNATTENDED. CALL THE AGENCY IMMEDIATELY SO WE CAN MAKE ANY NECESSARY BILLING, PAYROLL, OR STAFF CHANGES.

IF PAID DIRECTLY BY THE CLIENT: FOR CHILDCARE OR OTHER FEE FOR SERVICE POSITIONS POLITELY CONFIRM AND CLARIFY PAYMENT ARRANGEMENTS WITH THE CLIENT WHEN YOU ARRIVE AT THEIR HOME/ HOTEL., I AM ALSO AWARE THAT IF I ACCEPT ANY POSITION THAT IS PAID DIRECTLY BY THE CLIENT AND NOT PAID THROUGH PAYROLL OF FCMS, THE CLIENT IS RESPONSIBLE TO COVER ANY INJURY THAT OCCURS WHILE I AM ON THE JOB. **PLEASE INITIAL HERE: _____**

1-HOUR MINIMUM: IF THE CLIENT COMES BACK EARLY OR A VISIT GET CANCELED OR IF YOUR SHIFT ENDS SOONER THEN EXPECTED, YOU ARE STILL ENTITLED TO BE PAID FOR THE 4 HOURS OF WORK. IF YOU HAVE ANY DIFFICULTIES WITH THIS, CALL THE AGENCY IMMEDIATELY.

WHEN USING YOUR OWN CAR: ON SOME OCCASIONS, YOU WILL BE REQUIRED TO DRIVE THE PATIENT IN YOUR OWN CAR. WHEN THIS IS AUTHORIZED BY THE AGENCY IN ADVANCE, YOU WILL BE REIMBURSED AT THE RATE OF \$.50 (FIFTY-CENT) PER MILE. YOU MUST SUBMIT TRAVEL LOGS SHEETS TO BE PAID FOR MILEAGE!

IF YOU NEED TO CANCEL A JOB: CANCELLING A JOB IS ONLY PERMITTED IN AN ABSOLUTE EMERGENCY. IF IT IS AN EMERGENCY, WE REQUIRE 24 HRS-ADVANCE NOTICE. OUR AGENCY IS ON CALL 24 HOURS A DAY. IF YOU CANNOT MAKE IT TO A 9:00 AM JOB, DO NOT WAIT UNTIL 6:00 AM TO CALL US. CALL US THE NIGHT BEFORE BY 6:00 PM OR AT LEAST BEFORE 9:00 PM!!

IF YOU KNOW YOU DO NOT HAVE A RIDE CALL US AND LET US KNOW, BUT DO NOT WAIT TILL THE LAST MINUTE! CALLING LESS THEN TWO HOURS BEFORE YOU ARE SCHEDULED TO WORK IS GROUNDS FOR DISCIPLINARY ACTION. DISCIPLINARY ACTION MAY INCLUDE TERMINATION.