Contract Template for Childcare Service in the Child's Home

Effective on December 26, 2023

"In the event of inconsistency, the Chinese version shell prevail."

Terms	Notes
WHEREAS, _____ ("Client") has commissioned _____ ("Childcare Provider") to provide childcare service ("Service") in the child's home for _____ ("Child"), born on ____/____/_____ (mm/dd/yyyy), National ID No. _____; NOW, THEREFORE, both parties agree to enter into the following agreement ("Agreement") and be bound by the following terms and conditions:	1. Please verify national identification numbers and household registration details. 2. If the Client is <u>not of legal age</u> and unmarried, their legal representative's signature must be obtained for this Agreement to become effective. 3. If necessary, additional sections may be appended to the "Child" field (including name, national identification number, and date of birth) based on the number of children requiring childcare service in the children's home.
I. Period of service 1. The period of service shall begin on ____/____/_____ (mm/dd/yyyy) and conclude on ____/____/_____ (mm/dd/yyyy), with the first month serving as a probationary period, during which either party hereto may unilaterally terminate this Agreement. 2. Service type and hours ☐Half day [<= 6 hours per day]: Between ___:___ and ___:___ from _____ to _____ (days of the week) ☐Days [6–12 hours per day]: Between ___:___ and ___:___ from _____ to _____ (days of the week) ☐Full day [> 16 hours per day]: Between ___:___ and ___:___ from _____ to _____ (days of the week) ☐ Night time [between 8 p.m. and 8 a.m. of the next day]: Between ___:___ and ___:___ from _____ to _____ (days of the week) ☐Extended hours [hours in addition to regular service hours]: Between ___:___ and ___:___ from _____ to _____ (days of the week) ☐Temporary care [temporary care services other than the five options above]: Between ___:___ and ___:___ on _____ [day(s) of the week] 3. The service shall: ☐Not be offered on national holidays ☐Be offered on the following national holidays: _____	1. Both parties are required to comply with the terms and conditions set forth in the Agreement during the period of service. 2. The available types of childcare services are based on Article 6 of the *Registration and Management Regulations for Family Childcare Services Agencies*. 3. Please clearly indicate the hours of service, as this will be used as the basis for calculating overtime or reduced hours. 4. Full-day childcare service is detrimental to child development and can have a negative impact on the parent-child relationship. It is recommended that the Client only select full-day service if absolutely necessary due to their work schedule. 5. Please refer to the Directorate-General of Personnel Administration's announcements for a list of national holidays. Whether childcare service is to be provided on other holidays (including typhoon days or other days with unplanned closures) may be negotiated between the Client and the Childcare Provider.
II. Place of service 1. Address: 2. Rooms which the Childcare Provider is prohibited from entering: _____.	1. The place of service must be the location indicated on the Agreement. The Client must obtain the prior consent of the Childcare Provider before changing the place of service. 2. To prevent future disputes, the Client may indicate in the Agreement the rooms which the Childcare Provider is prohibited from entering.

III. Service details The Childcare Provider shall duly perform the following duties entrusted by the Client: 1. Fostering a clean, sanitary, and safe childcare environment that is conducive to child development 2. Providing the Child with sufficient nutrition, healthcare, daily care, learning activities/games, and social development support 3. Providing the Client with childcare-related information and consultation 4. Recording the Child's daily life events and growth 5. Assisting the Child in getting medical screenings and tests 6. Providing other child development-related services	1. This Chapter is based on Article 3 (services provided by the Childcare Provider) of the *Registration and Management Regulations for Family Childcare Services Agencies*. 2. Additional services, such as getting the Child vaccinated or taking the Child out on walks on a weekly basis, may be amended or added to the Agreement following negotiations between the Childcare Provider and the Client. 3. The Childcare Provider must keep a daily log of the services provided in writing (such as a baby journal or daily service log). The log should include the following information: food intake, attendance records, daily activities, learning activities, emergencies, and other unusual circumstances.
IV. Service fees 1. The monthly service fee shall be NT$_____. The Client shall pay the Childcare Provider ☐ <u>in cash</u> ☐ <u>through bank transfer</u> ☐ <u>by check</u> by the ____th day of each month. 2. Should the Childcare Provider arrive at the place of service later or leave the place of service earlier than the stipulated service hours, the Childcare Provider shall pay the Client an hourly penalty of NT$_____. However, a period of time of less than 30 minutes in a single day is not counted. Any period of time that is between 30 minutes and 1.5 hours shall count as one hour. In the event that late arrival/early departure occurs more than _____ times in a single month or more than _____ hours cumulatively, the Client and Childcare Provider shall either negotiate a new agreement or terminate this Agreement. 3. The Client shall pay the Childcare Provider ☐ an hourly ☐ a daily rate of NT$_____ for requesting temporary childcare services outside of the agreed upon service hours.	1. The terms of the Agreement shall clearly indicate the service fee amounts and payment schedule to safeguard the rights and interests of both parties hereto and to prevent unnecessary disputes. 2. As late pickups or early drop-offs may affect the schedules of both parties hereto, it is advised that the Agreement should include clear stipulations for service hours, modes of transportation, and overtime fees to prevent disputes. 3. The calculation of overtime or reduced service hours (times) may be based on a predetermined period of time agreed upon by both parties hereto. 4. Management of fee collection and refunds: The Childcare Service Provider Management Committee established by each local government shall be responsible for determining the standards for fee collection and the refund standards (based on local price indices and fee collection status in the most recent two-year period) and making announcements of the district fee collection standards on a regular basis.
V. Suspension of service 1. Should the Client request the suspension of the Service, the Childcare Provider ☐may retain all service fees received. ☐shall issue a prorated refund to the Client; however, the Childcare Provider may terminate this Agreement unilaterally if the Child is not delivered to the Childcare Provider's charge for ____ consecutive days. 2. The Client may request the temporary suspension of the service but shall pay the Childcare Provider half of the agreed amount for a suspension of more than _____ days. 3. The Childcare Provider must notify the Client _____ days in advance of any leave of absence and shall issue a prorated refund for already paid fees. However, if the Childcare	1. Suspension of service by either party hereto involves refunding money, which could lead to significant impacts on the other party's livelihood. As such, it is the most common cause of disputes between parties to this contract. It is therefore recommended that the Agreement contain clear stipulations for the conditions of suspensions of service and the terms of refund. 2. To foster a good relationship and build trust between the two parties, it is recommended that the Client pay the Childcare Provider half of the agreed service fee during extended suspensions of the Agreement. 3. A variety of reasons could lead to a suspension of service, including sickness and

Provider is on leave for ☐ _____ days ☐_____ months consecutively or for ☐ _____ days ☐_____ weeks cumulatively in a month, the Client may unilaterally terminate this Agreement.	overseas trips. The Client and the Childcare Provider may negotiate ad hoc refund terms in the event of extraordinary circumstances.
VI. Emergencies 1. Should the Child become subject to an acute or serious illness or accident during the service period, the Childcare Provider shall immediately administer emergency care/treatment, seek medical assistance, and notify the following emergency contact designated by the Client: (1) Name: _____; relationship with the Child: _____; phone number: _____ (2) Name: _____; relationship with the Child: _____; phone number: _____ (3) Name: _____; relationship with the Child: _____; phone number: _____ 2. In the event that none of the emergency contacts can be reached in a timely manner, the Childcare Provider shall administer the necessary care/treatment in the Child's best interest while continuing to attempt to reach the emergency contacts indicated in the preceding paragraph. 3. In principle, if the Child should become subject to an acute disease, serious illness, or emergency during the period of service, the Child shall be transported to the nearest medical institution by ambulance or another emergency vehicle. For non-acute sickness requiring medical attention, the Child shall be taken to a hospital specified by the Client (see Childcare Client Health Evaluation Form). In the event that no hospitals have been specified by the Client or that the specified hospital refuses to treat the Child, the Caretaker may transport the Child to another hospital.	1. The Client should provide accurate telephone numbers for the emergency contacts to ensure that they can be reached. An emergency contact may be the Child's legal guardian or a family member. Please provide several alternatives to ensure that the Childcare Provider can reach an emergency contact in a timely manner in case of an emergency. 2. Parents should specify a hospital that the Child has regularly attended as the designated hospital as it will have on file the Child's comprehensive medical record, which is conducive to accurately diagnosing and treating the Child in case of an emergency. 3. The Client may specify additional emergency contacts and/or hospitals if necessary. 4. To ensure that the Child receives timely medical assistance, if the specified hospital is outside of the service range of the ambulance, the Child may be transported to a different medical institution designated by the competent emergency response authority.
VII. Childcare Provider's responsibilities 1. The Childcare Provider shall consider the Child's best interests as the top priority and concentrate on providing childcare services. 2. The Childcare Provider shall enter into an agreement in writing with the Child's parents/guardian or other people actually caring for the Child. 3. The Childcare Provider shall keep the Child and their families' personal information confidential except where the Childcare Provider has received their express permission to disclose such information or where such disclosure is required by law. 4. The Childcare Provider shall receive at least 18 hours of in-service training each year. The continued professional training shall include more than 8 hours of basic life support training every two years. 5. The Childcare Provider shall undergo a physical examination at least once every two years. 6. The Childcare Provider shall take out liability insurance prior to the period of service. 7. The Childcare Provider shall be disqualified from practice if any of the following conditions exists: (1) They have violated Article 2, Paragraph 1 of the *Sexual Assault Crime Prevention Act*, Article 25 of the *Sexual Harassment Prevention Act*, the *Child and Youth*	The Childcare Provider shall comply with Articles 4 and 9 of the *Registration and Management Regulations for Family Childcare Services Agencies*.

Sexual Transaction Prevention Act, or the *Child and Youth Sexual Exploitation Prevention Act* and have been punished with deferred prosecution or found guilty. However, people aged below 18 and who violate Article 227 of the *Criminal Code* shall be exempt from the above stipulation. (2) They have violated the *Narcotics Hazard Prevention Act* and have been punished with deferred prosecution or found guilty. (3) They have committed one of the acts described in any subparagraph of Article 49 of the *Protection of Children and Youths Welfare and Rights Act*, as verified by the competent authority. (4) They have engaged in unlawful or inappropriate behavior resulting in a significant impact against the interests of the Child, as verified by the competent authority. (5) There is tangible evidence indicating that the Childcare Provider might hurt the Child, and they have been disqualified from providing childcare services by the competent authority. (6) They have been placed under statutory guardianship or assistantship which is still in force. (7) They were the perpetrator of domestic violence and have been punished with deferred prosecution or have been found guilty of the crime in the most recent five-year period. A. The determination of the fifth item of this subparagraph shall be initiated by the competent municipal or county (city) authority, which shall commission a review panel made up of qualified physicians, child and youth welfare specialists, and other relevant scholars and experts. However, if a competent authority determines a preclusion to be extinct, the Provider may continue to offer family childcare services in accordance with the same Act. B. The Childcare Provider shall be held solely liable for any harm caused to the Child and the Client for failure to disclose any of the conditions described above. 8 The Childcare Provider shall keep a daily record of the Service and shall provide a copy of the record to the Client. 9. The number of children under the Childcare Provider's care shall not exceed the limit set forth in Article 7 of the *Registration and Management Regulations for Family Childcare Services Agencies*.	
VIII. Client responsibilities 1. The Client shall duly notify the Childcare Provider of the Child's medical, genetic, or other special conditions and allergies, including allergies to food and medication (see Childcare Client Health Evaluation Form). The Childcare Provider disclaims any liability for consequences resulting from the Client's failure to do so. 2. The Client shall give the Childcare Provider clear instructions as to the Child's physical and mental health and shall provide the corresponding medication and equipment (with instructions for use included). The Client shall be solely liable for any harm caused to the Child due to the Client's failure to do so. 3. The Client shall be responsible for getting the Child vaccinated or taking the Child to the clinic. In case of an	1. Parents must duly notify the Childcare Provider of the Child's medical conditions and special needs so as to facilitate the Childcare Provider's services, prevent any harm to the Child, and minimize the possibility of disputes. 2. Diseases not listed in the Agreement may be indicated in the appropriate fields. 3. The Client shall certify their relationship with the Child.

emergency, the Childcare Provider may, with the Client's consent, perform the aforementioned duties on the Client's behalf, with the associated transportation costs and healthcare bills borne by the Client. During the period of service, the Client shall leave the Child's health handbook at the place of service. 4. After each treatment, the Client shall duly notify the Childcare Provider of post-care instructions. In the event that the Childcare Provider takes the Child to the doctor, the Childcare Provider shall duly notify the Client of post-care instructions 5. The Client shall read and sign the daily service record prepared by the Childcare Provider in order to keep track of the condition of the Child. 6. The Client's relationship to the Child is _____, and the Client hereby certifies that they enjoy parental rights to or guardianship over the Child. Should there be a change in the Client's relationship to the Child, the Childcare Provider shall be notified immediately. 7. The Client may not disclose the Childcare Provider's personal information to unrelated third parties. 8. The Client shall be solely responsible for ensuring the safety of the place of service and making the necessary improvements to the place. 9. The Client shall provide the Childcare Provider with powdered formula, diapers, and other daily supplies (including _____) or negotiate with the Childcare Provider to manage the supplies as mutually agreed. 10. The Client shall give the Childcare Provider prior notice before requesting a suspension of the service.	
IX. Termination and extension of the Agreement 1. Either party may unilaterally terminate this Agreement if the other party commits a major breach of contract or a major default attributable to the latter. 2. Either party may unilaterally terminate this Agreement if the other party fails to make the necessary improvements by the given deadline in a notice of breach and improvement. 3. This Agreement may be terminated due to circumstances unattributable to either party hereto following a fruitless mediation by the competent city/county authority (or a professional mediation organization commissioned by such an authority) in the administrative region where the Childcare Provider's registered address (as indicated on the license) is located 4. Upon termination of this Agreement, the Childcare Provider shall return all remaining supplies provided by the Client. 5.Upon termination of this Agreement, the Childcare Provider shall issue a refund for services not rendered if the termination is attributed to the Childcare Provider. 6. The Childcare Provider shall issue a prorated refund for terminating the Agreement within the probationary period. Either party may terminate this Agreement after the probationary period by providing a one-month notice, except in the event that the other party commits a breach of contract. The Client may not request a refund for terminating this Agreement without notice.	Matters related to refunds shall be subject to the refund standards set forth by the competent city/county government.

X. Dispute resolution and management 1. Both parties hereto agree to resolve any disputes arising from this Agreement in good faith. The Client may request mediation convened by the competent city/county authority (or a professional mediation organization commissioned by such an authority) in the administrative region where the Childcare Provider's registered address (as indicated on the license) is located. 2. When either party requests mediation convened by the competent township (or city/district) office, the other party must collaborate in the proceedings.	
XI. Jurisdiction 1. Both parties agree to have the Taiwan _____ District Court as the court of first instance for any litigation arising from this Agreement. However, regulations for small-claim proceedings set forth in the *Code of Civil Procedure* shall still apply.	1. According to Article 24 of the *Code of Civil Procedure*, parties may, by agreement, designate a court of first instance to exercise jurisdiction, provided that such agreement relates to a particular legal relation. However, the jurisdiction of small-claim proceedings may not be changed. 2. Small-claim proceedings shall apply to claims with a monetary value of no greater than NT$100,000. Summary proceedings shall apply to claims with a monetary value of no greater than NT$500,000. Both types of proceedings shall have the same binding force as regular proceedings.
XII. Supplementary provisions 1. During the period of service, ☐ the Client shall provide food for the Childcare Provider at the place of service ☐ the Childcare Provider shall prepare their own food 2. 3.	1. Another common source of disputes between Clients and Childcare Providers is whether the Childcare Provider is allowed to consume the food and use the cooking equipment/ingredients belonging to the Client at the place of service. Therefore, it is advised that clear stipulations be included in the Agreement. 2. Even if the Childcare Provider is to prepare their own food, the Agreement should still include stipulations as to who is responsible for the cost. 3. The two parties hereto may directly amend the preceding articles or include additional provisions under this Article to address the actual conditions of the Service.
XIII. This Agreement shall be executed in duplicate, with both parties hereto each retaining one original copy.	

Client: (National ID:) **Household registration** address: **Mailing address:** Tel: Childcare Provider: (National ID:) **Household registration** address: **Mailing address:** Tel: Date:	1. The Signatories shall be the same as indicated in the main text of this Agreement. 2. After signing, a paging seal shall be applied to the edge of each page of the document to prevent tampering.

Childcare Client Health Evaluation Form

Name of the Child: _____ Nickname: _____ Blood type: _____
National ID number: _____ Sex: _____ Date of birth: ____/____/_____ (mm/dd/yyyy)
Name of father: _____ Contact number: _____ Mobile: _____
Name of mother: _____ Contact number: _____ Mobile: _____
Legal guardian: _____ Contact number: _____ Mobile: _____

1. To ensure quality service and facilitate the Childcare Provider's performance of their duties, the Client is advised to provide the following information:
   Health conditions:
   (1) Allergies: □ No □ Yes: _____
   (2) Allergy type: ☐ Food: ☐ Medication:
   ☐ Animal: ☐ Pollen ☐ Dust mite ☐ Other:
   (3) Pre-existing conditions: ☐ No ☐ Yes: (☐ Asthma ☐ Epilepsy ☐ G6PD deficiency
   ☐ Heart disease ☐ Urticaria ☐ Chronic bronchitis ☐ Atopic dermatitis ☐ Febrile convulsions
   ☐ Chronic otitis media ☐ Down syndrome ☐ Premature birth ☐ Cerebral palsy
   ☐ Developmental delays ☐ Autism ☐ ADHD ☐ Hearing impairment ☐ Visual impairment
   ☐ Other:
   (4) Instructions to Childcare Provider:
   (5) Dietary restrictions: ☐ No ☐ Yes:
   (6) History of surgery: ☐ No ☐ Yes, illness: _____; instructions to Childcare Provider: _____
   (7) Other health conditions:
2. Vaccinations: ☐ To be arranged by the parents ☐ Other:
3. Medical assistance: ☐ The Childcare Provider shall notify the parents, who will take the Child to a hospital.
   ☐ The Childcare Provider must notify the parents before taking the Child to a hospital even in the event of an emergency.
   ☐ Other
4. ☐ Designated hospital(s):
   (1) _____ Address: _____ Tel: _____
   Attending physician:
   (2) _____ Address: _____ Tel: _____
   Attending physician:
   (3) _____ Address: _____ Tel: _____
   Attending physician:

☐ Unspecified

5. The Client must duly inform the Childcare Provider of the Child's pre-existing conditions (if any) and provide instructions in the event of an emergency. The Childcare Provider is not liable for any acute illnesses or other illnesses, accidents, or circumstances not attributable to the Childcare Provider themselves.
6. Additional instructions to Childcare Provider:

Signatures of the parents:
Date: