

Care.com Enterprise Services Agreement

This Care.com Enterprise Services Agreement (the “Agreement”), effective as of **August 1, 2023** (the “Effective Date”), is made by and between Care.com, Inc. (“Care.com”) and **FULTON COUNTY GOVERNMENT** (the “Customer,” and together with Care.com, the “parties” and each a “party”).

1. Nature of Agreement; Covered Services; Definitions.

a. Care.com agrees to provide Customer’s Eligible Individuals with access to the services set forth in Exhibit A (the “Covered Services”). The number of Eligible Individuals to be granted access is specified in Exhibit A.

b. **Definitions.** For purposes of the Agreement, the following definitions shall apply:

“Affiliate” means any entity, directly or indirectly, Controlling, Controlled by, or under common Control with a party, with “Control” and its variations meaning the power, directly or indirectly, to direct or cause the direction of, the management and policies of said entity, whether through ownership of voting securities or equity interests, through common directors, trustees or officers, by contract or otherwise.

“Covered Services” means the services as specifically set forth on Exhibit A.

“Family Member” means an individual whose relationship to an Eligible Individual is the basis for the individual’s eligibility to access certain of the Covered Services as set forth herein. For purposes of this Agreement, a Family Member may include any individual whose primary residence is the same as the Eligible Individual. In the case of adult care-related services, a Family Member may include any adult for whom the Eligible Individual provides primary care.

“Fees” means all of the fees and other costs and expenses for the Covered Services payable by the Customer to Care.com hereunder.

“Participant” means an Eligible Individual or Family Member as defined herein.

“Participant Chosen Providers” means individuals or businesses with whom Participants independently interact and/or are engaged by Participants in the course of using the Covered Services, including but not limited to Discount Vendor and Optional Providers (as defined in a relevant exhibit). Participant Chosen Providers are independent third parties who are not Affiliates, employees, agents or subcontractors of Care.com or Customer.

“Program” means the combined Covered Services and other services provided by Care.com to Customer and Participants hereunder.

2. Compensation.

Customer agrees to pay Care.com the fees set forth in Exhibit B in accordance with the terms therein.

3. Responsibilities of the Parties.

a. The services are more fully described in Exhibit A. To the extent that a Care.com affiliate (“Affiliate”) or contracted third party performs a Covered Service, Care.com shall be responsible for such party’s compliance with the obligations under this Agreement related to such Covered Services.

b. Customer will identify one or more individuals to serve as Administrator(s) who will be the Customer

primary point of contact for the program. It will be the responsibility of the Customer to approve Eligible Individuals into the program and promptly to remove individuals from the program when they are no longer Eligible Individuals, either manually via the Administrator(s) or via an eligibility file which shall include at least the following data points for each Eligible Individual: first name, last name and a unique identifier. It will also be the responsibility of Customer to notify Care.com if the number of Eligible Individuals exceeds the number specified in Exhibit A.

c. Care.com shall be responsible for all operational aspects of the Care.com service relationship with all persons who become users of the Covered Services, including without limitation: (i) establishing all prices for optional, separately priced services; (ii) accepting, processing and fulfilling orders for such services; (iii) collecting payment, including all taxes or other charges due; (iv) managing refunds and cancellations; (v) ensuring that the sale of all services is made in conformance with all applicable laws; (vi) determining all customer service and/or operational policies; (vii) accepting and processing registrations; and (viii) satisfying all commitments or obligations resulting from each completed registration.

4. Term; Termination.

a. The Term of this Agreement shall commence on the Effective Date set forth above and shall continue for a period of one year (“Term”).

b. Either party may terminate this Agreement in the event the other party materially breaches this Agreement, which continues more than thirty (30) days after written notice of said breach by the non-breaching party to the breaching party (which notice shall, in reasonable detail, specify the breach as well as the notifying party’s intent to terminate this Agreement if the breach is not remedied).

c. Upon the expiration or earlier termination of this Agreement Customer agrees to pay Care.com all amounts payable hereunder.

d. Upon the expiration or earlier termination of this Agreement for any reason, Eligible Individuals will no longer have access to the Covered Services. Care.com will use commercially reasonable efforts to provide reasonable notice of termination to any impacted Eligible Individuals with impending backup care requests (if applicable). The rights and obligations contained in this subsection and in Sections 5, 6, 7, 8 and 9 shall survive the expiration or earlier termination of this Agreement.

5. Confidentiality.

In connection with entering into and performing under this Agreement each party may receive or have access to commercially valuable technical and non-technical confidential or proprietary information of the other party, including information, in whatever form, whether disclosed before or after the Effective Date of this Agreement, relating to the business of such party that is not generally known or available to others, including but not limited to source code and documentation for software, trade secrets, know how, customer lists, pricing strategies, payment terms, conversion rates, the terms of this Agreement and each applicable Exhibit, marketing and business plans, information concerning such party’s vendors, and such party’s contemplated plans, strategies and prospects (“Confidential Information”). Except as expressly allowed herein or in any Exhibit, the receiving party will hold the Confidential Information of the disclosing party in confidence and not use it for any purpose other than as necessary to perform its obligations under this Agreement or disclose it to any third party (other than to its employees, Affiliates, third party contractors, professional advisors and agents who have a need to know and a duty to the receiving party to protect the confidentiality of such information at least to the same degree as required by this Agreement). Each party acknowledges and agrees that any Confidential Information received or obtained from the other party will be the sole and exclusive property of the disclosing party and, except as expressly provided herein, nothing

in this Agreement shall be interpreted as granting the receiving party any right or license with respect to such Confidential Information. If disclosure of the other party's Confidential Information is required by law, the party required to disclose Confidential Information shall promptly notify the other party in writing and reasonably cooperate with the other party (at the other party's request and expense) so that the other party may preserve the confidentiality of the Confidential Information to the extent reasonably possible. Notwithstanding the foregoing, Confidential Information shall not include, and neither party will be liable for disclosure of, any information received by the receiving party under this Agreement if the information: (a) is or becomes generally available to or known to the public through no action or inaction of the receiving party; (b) was previously known by the receiving party through no wrongful act of receiving party and without any obligation of confidentiality with respect to such information as shown by competent evidence in the receiving party's possession; or (c) was independently developed by the receiving party without use or reference to the Confidential Information as shown by competent evidence in the receiving party's possession. In addition, either party may disclose the existence of and terms of this Agreement: (a) as may be required by applicable law or regulatory requirements and (b) to potential lenders, investors or acquirers in connection with their due diligence evaluations provided that any such entity to whom disclosure is to be made under this subsection (b) is obligated to hold such information in confidence and not make use of it for any purpose other than such evaluations.

6. Trademarks and Proprietary Rights.

a. In order to enable Customer to communicate the Covered Services benefits to its Eligible Individuals, Customer requires a limited license to Care.com's and its Affiliates' and contractors' designated and approved trade names, logos, trademarks, service marks, trade dress, internet domain names, similar proprietary marks and copyrights as set forth below ("Provider Marks"). In order to enable Care.com and its Affiliates and third party contractors to provide the Covered Services to Customer, Care.com requires a limited license to Customer's designated and approved trade names, logos, trademarks, service marks, trade dress, internet domain name and/or other similar proprietary marks and copyrights ("Customer Marks") as set forth below. Accordingly, subject to the terms and conditions of this Agreement and only for use during the Term, (i) Care.com hereby grants to Customer during the Term a limited, non-exclusive, non-transferable (except as permitted in this Agreement), revocable license to use, copy and distribute the Provider Marks and the Services-related content created by Care.com ("Content") as is reasonably necessary for Customer to perform its obligations under this Agreement, including for use in promoting the Covered Services to Customer's Eligible Individuals, and (ii) Customer hereby grants to Care.com, and its Affiliates and contractors as applicable, a limited, non-exclusive, non-transferable (except as permitted in this Agreement), revocable license to use, copy and distribute Customer Marks on any such Content as is reasonably necessary to perform its obligations under this Agreement. The subject matter of each license granted in this Section 6 shall hereinafter be referred to as "Licensed Property."

b. For purposes of this Agreement and as agreed to by the parties, Content may include a co-branded online experience specifically for Customer's Eligible Individuals which will include Customer's Mark and approved marketing materials created on behalf of Customer to promote the Covered Services to Customer's Eligible Individuals. Care.com will provide copies of any such Content to Customer for its approval in advance of publication. Customer will provide copies of any materials, including content that will be displayed electronically, describing or referencing the Covered Services to Care.com for approval prior to disseminating or making such content available to Eligible Individuals.

c. Neither party shall use the other party's Licensed Property in a manner that disparages the other party or its products or services, or portrays the other party or its products or services in a false, competitively adverse or poor light ("Prohibited Uses"). Each party shall comply with the other party's requests as to the use of the other party's License Property and will not undertake any action that diminishes the value of such Licensed Property.

d. Subject to the limited licenses granted under this Section, each party owns and shall retain all right, title and interest in its respective Licensed Property, patents, trade secrets, know how, and proprietary technology, including without limitation those currently used or which may be developed and/or used by it or its designees in the future (“Intellectual Property”). Except as provided for in this Agreement or in any executed attachment, neither party may distribute, sell, reproduce, publish, display, perform, prepare derivative works, or otherwise use any of the Intellectual Property of the other party without the express written consent of such party.

7. Indemnification.

Reserved.

8. Limitation of Liability.

EXCEPT WITH RESPECT TO A BREACH OF SECTIONS 5 OR 6, NEITHER PARTY SHALL BE LIABLE FOR (I) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY LOSS OF REVENUE, PROFITS, OR DATA, ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) ANY AMOUNT THAT EXCEEDS THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE PRIOR TWELVE MONTH PERIOD.

9. General.

a. Representations and Warranties. Each party represents and warrants to the other that: (i) such party has all necessary right, power and authority to enter into this Agreement and to perform its obligations and (ii) nothing contained in this Agreement or required by such party’s performance hereunder will place such party in breach of any other agreement. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER CARE.COM OR ITS AFFILIATES NOR CUSTOMER MAKE, AND EACH SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b. Relationship of the Parties. The relationship of Customer and Care.com established pursuant to this Agreement is that of independent contractors, and no joint venture, partnership, agency, franchise or employment relationship will be deemed to exist between them. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

c. Remedies. All remedies available to a party under or with respect to this Agreement are cumulative and in addition to all other remedies, if any, available at law or in equity.

d. Entire Agreement. This Agreement, including the Exhibits and Annexes hereto, constitutes the entire agreement between the parties relative to the subject matter hereof, and supersedes all proposals or agreements, written or oral, and all other communications relating to the subject matter of this Agreement. No terms or conditions stated in a Customer purchase order or in any other prior or subsequent Customer order documentation shall be incorporated into, or form any part of, this Agreement, and all such terms and conditions shall be null and void. The parties acknowledge that this Agreement reflects their mutual intent and expressly agree that no principle or rule that provides that an agreement be construed against the drafter shall apply to the terms and conditions of this Agreement. The invalidity, illegality or unenforceability of any term or provision of this Agreement shall in no way effect the validity, legality or enforceability of any other term or provision of this Agreement. If a term or provision is determined to be invalid or unenforceable, the parties agree to replace it with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. This Agreement may be executed in duplicate counterparts,

which shall constitute one instrument and each of which shall be deemed to be an original. For purposes hereof, an executed facsimile or electronic PDF copy of this Agreement shall be deemed an original.

e. Amendments and Waivers. No provision of this Agreement shall be waived, amended, modified, superseded, canceled, or terminated except in a written instrument signed by the parties hereto. Any waiver shall be limited to the particular instance and for the particular purpose when and for which it is given.

f. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. Neither party shall assign this Agreement to any third party without the other party's prior written consent, except that either party may assign without such consent to an Affiliate or acquirer of its assets or business.

g. Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the internal laws of the State of Georgia, without regard to the conflict of law principles thereof.

h. Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, fire, embargo, riot, sabotage, governmental act or failure of third party power or telecommunications networks, provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. Notwithstanding the foregoing, if such event causes a delay in performance of more than thirty (30) days, the unaffected party shall have the right to terminate this Agreement without penalty upon written notice at any time prior to the affected party's resumption of performance.

i. Notice. Any notice required or permitted to be given hereunder will be effective upon receipt and shall be given in writing and delivered: via email with a confirmation of receipt, via nationally recognized overnight courier (signature required), or registered or certified mail with postage prepaid and return receipt requested, to the parties at their respective notice addresses on the signature page or at such other address designated by written notice.

To Fulton County:

Fulton County Department of Human Resources
141 Pryor Street, Suite 3030
Atlanta, Georgia 30303
Email: Kenneth.hermon@fultoncountyga.gov
Attention: Kenneth L. Hermon, Chief Human Resources Officer

Copy to:

Office of the County Attorney
141 Pryor Street, Suite 4038
Atlanta, Georgia 30303

To Care.com, Inc.:

Care.com, Inc.
Attn: General Counsel, Legal Dept.
816 Congress Ave., Ste 800
Austin, TX 78701

With a copy to:
legalnotice@care.com / Care For Business

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute a counterpart of this Agreement effective as of the Effective Date.

CARE.COM, INC.

FULTON COUNTY, GEORGIA

Approved:

Approved:

DocuSigned by:
Robert L. Pitts

14E1B4AA5FD44A...
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by:
Michelle Arbov

FE5462657173459...
Michelle Arbov
CFO

Attest:

DocuSigned by:
Tonya R. Grier

FEC479C4897648D...
Tonya R. Grier
Clerk to the Commission DocuSigned by:

(Affix County Seal)



Approved as to Form:

DocuSigned by:
Francesca E. Black

CF7A5B89E7BDC6248A...
Office of the County Attorney

Approved as to Content:

DocuSigned by:
Kenneth L. Hermon

EE2C3EB723DB496...
Kenneth L. Hermon
Chief Human Resources Officer

ITEM#: _____ RCS: _____	ITEM#: <u>2023-0158</u> RM: <u>7/12/2023</u>
RECESS MEETING	REGULAR MEETING

Billing Information:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts

Payable OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

With a copy to: Stacey1.jones@fultoncountyga.gov

Exhibit A**I. Covered Services* (and Descriptions):**

Covered Service	Description
Care Membership	<p>Membership to www.care.com provides a digital resource that allows Eligible Individuals to connect with a network of individual and corporate care providers and access online content, including articles, guides, and FAQs on caregiving and family-relevant topics. It enables families to find ongoing, occasional and backup care providers based on detailed profiles and available reviews and ratings. The services offered by care providers via the Care Membership include child, senior, and pet care, tutoring, and housekeeping, among others. Individuals and businesses advertising their services via www.care.com are Participant Chosen Providers.</p> <p>Eligible Individuals enrolled as members can self-direct searches for local caregivers, post jobs to find caregivers, and review care provider profiles. Users can also send and receive messages to care providers through the messaging platform. While the Care Membership features care providers nationally, the number of care providers in any given locale may vary.</p> <p>Additional details about the Care Membership are found in the Care.com Terms of Use and Privacy Policy, each as may be amended from time to time, located at www.care.com/terms-of-use-p1012.html and www.care.com/privacy-policy-p1013.html, respectively, to which all members are subject. To the extent that access to memberships to Care.com’s international platforms are made available to Eligible Individuals outside of the United States, those members shall be subject to the respective terms of use and privacy policy of the applicable Care.com Affiliate website that they join.</p>
Child and Adult Backup Care	<p>Child and Adult Backup Care is available for times when regular care arrangements for dependent children and adults cannot cover the work time of the Eligible Individual, and when caregiving responsibilities impact an Eligible Individual’s ability to focus on their job.</p> <p>In-Home Backup Child Care: In-home Backup Child Care includes services provided by a child care provider in the Eligible Individual’s home. In-home Backup Child Care may include various responsibilities requested by the Eligible Individual, including feeding, diapering and clothing, help with homework, playtime (e.g. reading, arts and crafts, etc.) and preparing children for bedtime. In-home Backup Child Care can be utilized by Eligible Individuals for a maximum of two (2) consecutive weeks at a time. It cannot be used for ongoing child care needs.</p> <p>Out-of-Home Backup Child Care: Out-of-Home Backup Child Care includes the placement of a child or children, generally ages 6 weeks to 12 years, in a child care setting other than the Eligible Individual’s home and includes the performance of age-appropriate child care duties including feeding, diapering and clothing, playtime (e.g. reading, arts and crafts, etc.) and supervised indoor and outdoor physical activities. Placement is made on a space available basis, and age acceptance varies by location.</p> <p>Types of Out-of-Home Backup Child Care may include:</p> <ul style="list-style-type: none"> • Child Care Centers – typically larger group settings at a facility other than a home • Family Child Care Centers (“FCCs”)– typically smaller group care located in a care provider’s home (however not available outside of the U.S. as of the Effective Date)

Covered Service	Description
	<p>In-Home Backup Adult Care: In-home Backup Adult Care includes services provided by an adult care provider in the Eligible Individual's home or the home of an adult dependent. In-home Backup Adult Care services are non-medical and may include companionship, preparing meals, light housekeeping, prompting for medication, socialization, accompanying a patient to a doctor's appointment, and assistance with the activities of daily living. Eligible Individuals can use In-home Backup Adult Care for themselves, their parents, grandparents, in-laws, spouse/partner, adult children, or any adult dependent needing temporary care.</p> <p>If the Covered Services include Child and/or Adult Backup Care, Customer and Care.com agree to be bound by the additional terms and conditions of the <u>Backup Care Services Exhibit</u>.</p>
<p>Personal Network Backup Care</p>	<p>Personal Network Backup Care allows Eligible Individuals to identify and use care providers sourced on their own, which could include a familiar individual, business or service, when regular care arrangements cannot cover the work time of the Eligible Individual. Personal Network care providers are not evaluated, vetted, recommended, or employed by Care.com or its Affiliates. Eligible Individuals who select this backup care option are responsible for vetting, scheduling, and directly paying Personal Network care providers, and then submitting a request for reimbursement to Care.com or its Affiliates, as applicable.</p> <p>The reimbursement process for Eligible Individuals using Personal Network Backup Care is administered by Care.com or its Affiliates in accordance with its and its Affiliates' then current program guidelines. The Eligible Individual must submit a claim during the Term and within one month of using Personal Network Backup Care. The Eligible Individual's co-pay amounts will be deducted from the total claim for reimbursement reported by the Eligible Individual and provides a reimbursement of up to \$125/day in the United States.</p> <p>If the Covered Services include Personal Network Backup Care, Customer and Care.com agree to be bound by the additional terms and conditions of the <u>Backup Care Services Exhibit C</u>.</p> <p>If Customer has contracted for Personal Network Backup Care outside of the United States, the locations in which Personal Network Backup Care are available to Eligible Individuals are set forth on the <u>International Personal Network Backup Care Services Exhibit</u>, along with the applicable co-pay amount and any variation from the maximum daily reimbursement identified above. As of the Effective Date, Personal Network Backup Care is available for In-Home and In-Center Backup Child Care in the U.S.</p>

*Not all Covered Services may be available in all areas

II. Program Administration.

1. Administration (check as applicable):

Manual Eligibility File (U.S. only) Single Sign On

2. Total Number of Eligible Individuals: 1,200, located in the following countries:

- United States: 1,200 Eligible Individuals

3. Reporting for Covered Services: Care.com will provide reporting to assess, and communication materials to promote, Eligible Individuals' engagement with, and usage of, the Covered Services. Standard reporting is monthly or quarterly, as appropriate for the Covered Services, and can be accessed by Customer via online dashboard by Customer's program administrators.

4. Engagement Support for Covered Services:

Standard engagement support includes:

- an online co-branded portal with Customer's name and logo;
- educational collateral describing the Covered Services and copy/assets to be used in Customer's communications to Eligible Individuals about the Covered Services; and
- a communication plan for Care.com's email outreach to Eligible Individuals.

Additional engagement support via targeted online campaigns, on-site events, or other mutually agreed upon engagement activities of similar scope, may be provided in Care.com's discretion to educate Eligible Individuals about the Covered Services and increase use of the Covered Services. Additional fees may apply for non-standard marketing support, customization of collateral, and on-site events.

Exhibit B
Fees

1. Program Fee:

Customer agrees to pay the following Program Fee to provide its Eligible Individuals access to the Covered Services:

Term	Program Fee
August 1, 2023 - July 31, 2024	\$125,975

Pricing is based upon the total number of individuals eligible for the program and expected mix and utilization of the Covered Services, not the number of Eligible Individuals that actually utilize the Covered Services. If Customer's Eligible Individuals exceed one hundred five percent (105%) of the number specified above at any time during any Term or if utilization mix materially changes, the Program Fee may be adjusted as mutually agreed in writing by the Parties.

a. Fees for Additional Backup Care Service Days: During the Term, and prior to exceeding the 300 Backup Care Service Days included in the Program Fee, Customer may notify Care.com in writing that it desires to increase the number of Allotted Backup Care Service Days and may purchase Additional Allotted Backup Care Service Days for use by Eligible Individuals during the Term in increments of 100 days for a fee of \$34,650. Customer will be invoiced at the end of the month during which such purchase occurs.

Notwithstanding the foregoing, if Customer exceeds the number of Allotted Backup Care Service Days or Additional Allotted Backup Care Days (as applicable) during the Term and has not notified Care.com of its desire to purchase additional increments during the Term, Customer will be invoiced for each additional Backup Care Service Day used at a rate of \$386 at the end of the month during which such utilization occurred."

In addition to the Program fee stated above, Customer may spend up to the funding amount authorized by the governing authority of Fulton County Government for the provision of Covered Services under the terms of this Agreement.

b. Fees for Additional Eligibility File Feed Services: If additional work related to Customer's eligibility file feed is required of Care.com beyond the initial setup, the following fees will apply:

- Transitioning to a different party that would be providing the file feed to Care.com on Customer's behalf: \$2,100 in each instance
- Changing format/contents of the eligibility file feed, including columns of data exchanged: \$1,700 for each modification
- Consecutive instances of missing information on eligibility files causing failure: \$1,200 per issue

2. Invoicing and Payments:

Any services not included in the Program Fee will be invoiced at the end of the month in which the services were delivered.

Customer shall have net thirty (30) days to make payment on all invoices.

Customer will be responsible for and agrees to pay all applicable sales, use, value-added, excise and other similar transaction taxes, if any, relating to the Covered Services purchased pursuant to this Agreement. Relevant invoices shall separately state the applicable tax amounts in effect at the time of invoicing. If Customer is a tax-exempt entity, it shall provide tax exemption certificates to Care.com's accounts receivable department via email at accountsreceivable@care.com.

Customer will provide Care.com with an accounts payable contact and will update as appropriate.

Any amounts not paid when due shall bear interest from the due date at a rate of the greater of 1.5% per month or the highest rate of interest permitted by applicable law. If Customer fails to pay Fees due under this Agreement, then Care.com may terminate this Agreement upon providing Customer with 30 days written notice.

If Customer requires a purchase order or Care.com's use of a portal or other electronic payment application prior to remitting payment to Care.com, Customer shall provide Care.com with the purchase order number, and/or information necessary to access the portal or other electronic payment application, immediately upon execution of this Agreement. For avoidance of doubt, Customer acknowledges and agrees that a delay in providing a purchase order number or information concerning billing portal accessibility may result in a delay in access to the Covered Services with no penalty to Care.com.

Exhibit C Backup Care Services

1. Providers of In-Home and Out-of-Home Backup Care Services

All individuals performing In-Home Backup Care for children must complete a backup care services orientation and screening process that includes:

- Criminal background check
- National Sex Offender Public Website check
- Social Security Number trace
- Identity verification
- Reference checking

All individuals performing In-Home Backup Care for adults, which may include certified nurse's aides, home health aides, or experienced elder care companions, must complete a screening process that includes:

- Criminal background check in accordance with state guidelines
- Reference checking

Providers of In-Center Backup Child Care, including traditional child care centers or family child care centers (FCCs), are licensed or registered in accordance with applicable law and their respective employees and staff are selected by such providers and also screened in accordance with applicable law, which includes, at a minimum:

- National Sex Offender Registry check
- Central Abuse and Neglect Registry check
- Confirmed Eligibility to work in the U.S.

2. Personal Network Backup Care

Eligible Individuals are solely responsible for selecting, vetting, engaging, scheduling, making payment to and otherwise interacting with individual caregivers, child care centers, family child care centers, or other businesses providing Personal Network Backup Care. Neither Care.com nor its Affiliates have any knowledge concerning the employment status or qualifications of individual caregivers selected by Eligible Individuals to provide Personal Network Backup Care. Additionally, any child care centers, family child care centers, businesses, or other programs selected by Eligible Individuals to provide Personal Network Backup Care are not considered part of Care.com's In-Home or Out-of-Home Backup Care network. Neither Care.com, nor its Affiliates, shall be responsible in any manner for the conduct of any individual care provider or business providing Personal Network Backup Care, including but not limited to any individual care provider, child care center, family child care center, or other business found through Care.com's or its Affiliates' websites and engaged by Eligible Individuals (all considered Participant Chosen Providers).

3. Co-Pays; Calculating Days of Backup Care Services

Eligible Individuals shall pay the co-pay amounts for Backup Care Services set forth in Attachment 1 to Exhibit C Backup Care Services (the "Co-pay Amounts").

The number of days each Eligible Individual is entitled to use Backup Care Services, including Personal Network Backup Care and Pet Backup Care, if applicable, is set forth in Attachment 1 to Exhibit C Backup Care Services.

In-Home Backup Care Services have a minimum reservation of four (4) hours per day and a maximum of ten (10) hours per day. Requests for more than ten (10) hours of In-Home Backup Care Services will count as a second day of care.

Out-of-Home Backup Child Care Services have a minimum reservation of one (1) day.

4. Availability

Care.com will use diligent and commercially reasonable efforts to provide the Backup Care Services requested by Eligible Individuals. Customer also understands and acknowledges that services may not be available at the times and dates requested due to reasons outside of Care.com's control, including but not limited to the amount of advance notice provided by the Eligible Individual, requests for care on holidays, requests for care of sick children, and weather-related or environmental hazards.

5. Number of Allotted Backup Care Service Days: 300 days

6. Access to Personal Network Backup Care:

- Offer only if in-network Backup Care Services are not available
or
- Offer all the time

Attachment 1 to Back-up Care Services Exhibit

1. Maximum Backup Care Service Days per Eligible Individual:

10 days/year, which may consist of any combination of Backup Care Services, including Personal Network Backup Care and Pet Backup Care, if applicable, contracted for by Customer.

For each day of Backup Care Services, including Personal Network or Pet Backup Care, if applicable, (via Personal Network), used by an Eligible Individual, one (1) day will be deducted from the Eligible Individual's aforementioned annual Maximum Backup Care Service Days. For each day of Out-of-Home Backup Care Services, including Personal Network, used by an Eligible Individual, one (1) day per child will be deducted from the Eligible Individual's annual Maximum Backup Care Service Days.

For each day of Backup Care Services used by an Eligible Individual, the following shall be deducted from Customer's Allotted Backup Care Service Days:

Type of Backup Care Covered Service	Backup Care Service Day(s) Deducted from Customer
In-home	1
Out-of-Home	1 per child
Personal Network (U.S.)	0.5 (if applicable)

2. Eligible Individual Co-Pays:

Backup Care Service*	Eligible Individual Co-pay Amounts^
In-Home Backup Care (Child or Adult)	\$3/hour co-pay
Out-of-Home Backup Child Care	\$15/day/child
Personal Network Backup Care (U.S.)	\$3/hour co-pay for In-Home \$15/day/child for Out-of-Home (to be applied against reimbursement amount requested)

^ The above co-pay amounts may vary for a specific use of Backup Care Services if a) a request is made for care of newborns, children with special needs, or more than three (3) children, b) a request is made for Backup Care Services on holidays, weekends or other special circumstances (including statutory overtime periods), c) if additional activities or events are elected for children receiving Out-of-Home Backup Care (as applicable), or d) if late charges or additional care fees are assessed for Out-of-Home Backup Care (as applicable). When transportation is a part of the In-home Backup Adult Care services, mileage fees, parking and tolls are not included in the co-pay amount and will be charged to the Eligible Individual when services are billed. In each such case, the applicable co-pay amounts shall be discussed with the Eligible Individual.

Any change to the co-pay amounts or increase in the number of maximum Backup Care Service Days set forth in this Attachment may be requested by Customer in writing and confirmed by Care.com in writing (email shall be sufficient), specifying any resulting changes to the Program Fee or other charges.

3. Cancellation Fees:

A \$30 cancellation fee (or its currency equivalent, as applicable) will be assessed to the Eligible Individual if a Backup Care request is cancelled within forty-eight (48) hours of the backup care reservation start time and a backup care provider already had been reserved to fulfill the backup care request. Additionally, if the cancellation occurs within twenty-four (24) hours of the backup care reservation start time, one (1) day also will be deducted from Customer's Allotted (or Additional Allotted, as applicable) Backup Care Service Days and from the Eligible Individual's maximum number of Backup Care Service Days.



Fulton County

Legislation Details

File #: 23-0158 **Version:** 1 **Name:**

Type: CM Action Item - Open & Responsible Government **Status:** Passed

File created: 1/21/2023 **In control:** Board of Commissioners

On agenda: 7/12/2023 **Final action:** 7/12/2023

Title: Request approval of the proposed plan design to extend a childcare/elder care benefit to eligible employees as part of Fulton County's benefits package. (APPROVED AS AMENDED)

Request approval of an agreement with Care.com in an amount not exceed \$632,000.00 for a term of 12 months, effective from August 1, 2023 to July 31, 2024, with no renewals to implement the proposed plan design to extend a childcare/dependent care benefit to eligible employees as part of Fulton County's benefit package. To protect the interests of the County, the County Attorney is authorized to approve the agreement as to form and make any necessary modifications thereto prior to execution by the Chair.

Sponsors:

Indexes:

Code sections:

Attachments: 1. 2023 Childcare-Elder care summary (2.21.23 FCAO +HR) edited

Date	Ver.	Action By	Action	Result
7/12/2023	1	Board of Commissioners	approve	Pass
3/1/2023	1	Board of Commissioners	approve	
3/1/2023	1	Board of Commissioners	hold	Pass