

CARE GIVERS PLACEMENT AGENCY, INC.
10211 SW BARBUR BLVD., SUITE 110A, PORTLAND, OR 97219
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PERMANENT PLACEMENT SERVICES CONTRACT

I have read and agreed to the following terms and conditions. I understand and agree to accept them.

1. DESCRIPTION OF SERVICES. Client, desires to directly engage a person ("Provider") to perform certain child care, or other duties specified in writing by Client as set forth in the Permanent Client Job Order Questionnaire ("Job Order"). Care Givers' sole obligation to Client is to use reasonable efforts in locating Providers who meet the Job Order qualifications. The Job Order, filled out by Client, will be made a part of this contract.

2. REGISTRATION FEE. Client shall pay Care Givers a non-refundable registration fee of \$95.00 upon execution of this agreement for the process of registering the Client and making Care Givers' resources available for an employment search. This registration fee is good for a period of twelve months from the date that the fee is paid. It also includes the first year's membership in our temporary services department.

3. PLACEMENT FEE. Care Givers will use its best efforts to refer Providers to Client for permanent placement, as described in the Job Order. If, within twelve months of the date of the referral, Client hires one of the Providers referred, Client shall pay to Care Givers a fee as follows: up to 24 hours/week = \$950.00; 25 to 29 hours = \$1200.00; 30 hours and above = \$1700.00; summer (June-August) = \$675.00. If the nanny's work schedule is increased within twelve months of hire, the fee due shall be adjusted per this placement fee schedule.

The total Placement Fee shall be received by Care Givers within five calendar days of the hiring of any referred Provider or prior to the first day of work, whichever occurs first. In the event that client wishes to hire the Provider, Client agrees to enter into a written employment agreement, specifying the term and conditions of employment. This employment agreement form should be signed prior to Provider starting work for Client and no later than one day after starting work for Client. The employment agreement shall contain substantially the same terms and conditions of the Sample Client/Caregiver Agreement provided to Client by Care Givers.

The date of the referral shall be defined as the date and time that Care Givers presents a Provider's name to the Client for consideration or interview. The date of hire shall be the date the job is offered by Client and accepted by the Provider.

4. REPLACEMENT OF PROVIDER. If within 6 months of the original Provider commencing work for Client as Client's employee the Provider, without justification, resigns the position or the Client, based on the Client's sole discretion, terminates the Provider then Care Givers will provide additional referral(s) for the original Job Order Questionnaire at no additional permanent placement fee.

Upon notice to Care Givers of the termination of Provider's employment, Care Givers will, within thirty days and for ninety days, exert its best efforts to make available to the Client referral(s) consistent with the original Job Order on file. Any modification by the Client of the Job Order must be in writing and agreed to by Care Givers. If the Client accepts none of the proposed replacement referral(s), Care Givers will have no further obligation to Client, nor shall any fees previously paid by Client to Care Givers be subject to refund.

AS A CONDITION TO CARE GIVERS PERFORMANCE OF THIS REPLACEMENT PROVISION, CLIENT IS REQUIRED TO:
(a) pay the placement fee within the time period specified in this Agreement and (b) provide Care Givers with a copy of an employment agreement which was signed by the Client and Provider prior to the Provider's second day of employment.

5. TEMPORARY SERVICES. Client may request the services of a Provider on a temporary basis. In consideration of the referral provided by the Agency the Client will pay the Agency a yearly registration fee and a daily temporary referral fee, determined by the Agency's fee schedule in effect at the time the work is performed, according to the work schedule requested by the Client. Unless the Agency has received a one-time permanent placement fee for a specific provider, the daily referral fee continues on an ongoing basis regardless of whether arrangements are made through the Agency or with the Provider directly. WHEN A PLACEMENT ORDER IS CONFIRMED, THE CLIENT IS RESPONSIBLE FOR THE REFERRAL FEE, EVEN IF THE REQUEST FOR PLACEMENT IS LATER CANCELLED

Provider's work schedule and the method, manner and means of work performed and any other terms and conditions will be determined by negotiation between the Client and the Provider. The Agency is not the employer of any Provider retained by the Client, and will not be responsible for the Provider's direction, supervision, control or compensation. The Agency does not warrant or guarantee the services of any Provider retained by the Client and the Client will not hold the Agency responsible for the Provider's service.

6. PROVIDER SCREENING. Care Givers' normal screening includes attempts to: check references, verify past employment, address history and social security number; process court and driver's record screenings and credit history. In the event requested by Client, Care Givers will explain the steps taken to verify Applicant's references, background screening and past employment history. References checked will be made available to Client. Client agrees that it is also the Client's responsibility to request references on potential Providers and it is the Client's responsibility to check these references.

7. LIMITATION OF LIABILITY. Care Givers takes all reasonable steps to furnish Client with qualified referrals through its screening process. Once the referral is made, Client will be responsible for interviewing prospective Providers, requesting references, checking those references, and conducting additional investigation appropriate under the circumstances. Because no screening process can provide complete accuracy, Care Givers cannot guarantee the performance or qualifications of the Providers that are referred to Client. The procedures used by Care Givers in screening Providers should serve to supplement, but not substitute Client's own personal judgment and independent investigation.

Care Givers' liability to Client is limited in several ways. In the event that court or arbitrator determines that Care Givers is responsible to Client for damages, claims or injuries relating to this agreement or the performance of a Provider, Care Givers cannot be held liable for any amount over and beyond the fees paid by Client, as set forth in this agreement. Care Givers cannot be held liable for incidental or consequential damages. Client will hold harmless and defend Care Givers against any claim of liability arising from the referral and/or hiring of any applicant. Finally, this limitation of liability exists regardless of whether a claim made against Care Givers arises in tort or in contract, including any claims based on negligence. This limitation of liability cannot be modified or extended except by an explicit written agreement.

8. LIABILITY INSURANCE. Client shall maintain a policy of liability insurance to cover any claims arising out of the performance of any services by the Provider.

9. COLLECTION AND ATTORNEY'S FEES. An interest rate of 1.5% per month or the maximum permitted under law, whichever is less, shall be charged on all fees past due. Client shall be responsible for payment of all costs and reasonable attorney fees incurred by Care Givers as a result of collection, including those costs and fees incurred as a result of court and/or arbitration proceedings. Care Givers may, at its option, submit all claims for collections to binding arbitration.

10. ASSIGNMENT. Client may not assign this Agreement without the prior written consent of Care Givers.

11. MISCELLANEOUS. No waiver by either party of any right under this agreement or under law shall be deemed to be a waiver by the same party of any other right. This agreement shall be construed and enforced in accordance with the laws of the State of Oregon. All actions to enforce or interpret this agreement, whether by court action or arbitration, shall be maintained in Multnomah County, Oregon. If any term or provision of this agreement shall be held invalid or unenforceable, the remainder of this agreement will not be affected, and will be valid and enforceable to the fullest extent permitted by law.

12. COMPLETE AGREEMENT. This Agreement is the exclusive statement between the parties and it supersedes all prior agreements, negotiations and representations, oral or written, relating to the subject matter. No provision in this agreement may be changed, modified or amended, except by an agreement in writing, signed by the parties.