

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

The undersigned Client and Care Givers Placement Agency, Inc., hereinafter referred to as "Care Givers" for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree to the following:

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 (maximum 90-day placement) = \$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 90 days 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

