

This Agreement is by and between *GRISWOLD SPECIAL CARE* ("*GRISWOLD SPECIAL CARE*") and the individual, couple or family requesting Service ("*CLIENT*") at the address below from the local Office, a domestic corporation. Each hereby affirms his/her/their/its respective ability and competency to enter into and full intent to be legally bound by this Agreement, with full exchange and receipt of good and valuable consideration between them, without duress. Service is commenced upon *CLIENT* request and the agreed upon terms and conditions are confirmed and ratified by this written Agreement as follows without waiver of *GRISWOLD SPECIAL CARE*'s rights:

1. *GRISWOLD SPECIAL CARE* will refer one or more screened individuals ("*Caregiver*") to *CLIENT* for his/her/their satisfactory consideration to provide companionship, personal care or homemaking services ("*Service*") to *CLIENT* at a location, for a period of time and under conditions specified by *CLIENT*. *CLIENT* understands that under no circumstances may the *Caregiver* be requested or permitted to perform medical procedures, administer narcotics or injections. *Caregiver* may assist *CLIENT* with self-administered medications only with written instructions provided by the *CLIENT*, *CLIENT*'s agent or physician. *CLIENT* understands and agrees that *Caregivers* are independent contractors registered with *GRISWOLD SPECIAL CARE* for referral to clients requesting services. Nothing in this Agreement or *GRISWOLD SPECIAL CARE*'s dealings with *Caregiver* is or will be construed to be inconsistent with that relationship. *CLIENT* agrees that it is *CLIENT* who determines whether *Caregiver* will continue to perform his/her services for *CLIENT*. Independent contractor *Caregivers* are responsible for their own taxes, however, *CLIENT* may issue 1099s at year end at *CLIENT*'s election for tax deduction purposes based upon the advice of *CLIENT*'s own tax advisor.
2. *CLIENT* will make payments consistent with the fee schedule then in effect which shall be subject to change by written notice from *GRISWOLD SPECIAL CARE*. *CLIENT* will make separate payments to *Caregiver* and at least weekly to *GRISWOLD SPECIAL CARE* after receiving billing slip from *Caregiver*. Finance charges of up to 1.5% per month will be added to any past-due balances. *CLIENT* agrees to pay reasonable attorney fees, court costs and/or collection agency charges if *CLIENT*'s account goes more than thirty (30) days past due. If arranged in advance of service starting, a third party billing company can be used to bill *CLIENT*'s insurance company or other third party payer directly. *CLIENT* remains initially and primarily responsible for all costs and fees not covered, timely reimbursed or authorized by the third party payer.
3. *CLIENT* agrees to notify *GRISWOLD SPECIAL CARE* promptly of any and all changes in scheduling arrangements made with *Caregiver*. Minimum charges will apply to short notice changes or cancellations by *CLIENT*. If unable to work at a particular time, *Caregiver* is to notify *CLIENT*. *CLIENT* or *Caregiver* will then contact *GRISWOLD SPECIAL CARE* about the change and *GRISWOLD SPECIAL CARE* will make every reasonable effort to make another referral.
4. *CLIENT* and/or *CLIENT*'s agent/responsible party agrees on behalf of *CLIENT*, *CLIENT*'s agent/responsible party, beneficiaries, heirs and/or family/household members to release *GRISWOLD SPECIAL CARE, Inc.*, its officers, directors, agents and employees, Office, Office Directors, Office employees, and *Caregiver* from any and all liability, potential or real, for any injury, claim, damage or loss, including attorneys' fees, incurred in connection with the performance of this Agreement and all services performed by *Caregiver* for the *CLIENT*, including, but not limited to, assisting *CLIENT* with his/her medications and providing transportation to *CLIENT* or any member of *CLIENT*'s family/household, except for gross negligence. All *Caregivers* referred to *CLIENT* by *GRISWOLD SPECIAL CARE* sign a similar liability release to help protect the *CLIENT*. The protections of this paragraph are not granted to and do not inure to the potentially implied rights of any possible third party beneficiaries.
5. *CLIENT* understands and agrees that during the period of time *Service* is being provided by a *GRISWOLD SPECIAL CARE* referred *Caregiver* and for one (1) year after termination of services, *CLIENT* shall not employ nor otherwise contract in any way for the same or similar services of or from any *GRISWOLD SPECIAL CARE* referred *Caregiver*, nor from any *Caregiver* identified through direct association with *GRISWOLD SPECIAL CARE* services. If the *CLIENT* breaks this part of the Agreement *CLIENT* and *GRISWOLD SPECIAL CARE* agree that damages to *GRISWOLD SPECIAL CARE* could be difficult to estimate, although great and irreparable. *CLIENT* therefore agrees that *CLIENT* will pay *GRISWOLD SPECIAL CARE* the sum of thirty-five-hundred dollars (\$3,500) per *Caregiver* for any breach of this paragraph which is just compensation to *GRISWOLD SPECIAL CARE* for *CLIENT*'s actions and not a penalty.
6. *GRISWOLD SPECIAL CARE* or *CLIENT* may each terminate *Service* without cause with at least twenty-four (24) hours advance written notice. This Agreement is the complete agreement between *GRISWOLD SPECIAL CARE* and *CLIENT*; it cannot be changed unless changes are in writing; all portions of the Agreement are severable and if any provision is held invalid by a court of competent jurisdiction without reference to conflict of law principles which may govern this Agreement, *GRISWOLD SPECIAL CARE* and *CLIENT* will negotiate an adjustment in that provision(s) and the enforceability of the remaining provisions shall not be affected.

7. Notification for *CLIENT* emergency or death Harold S. Rhodes, phone 508-473-8728
CLIENT's primary healthcare contact Dr. DONNA KRAUTH, phone 508-634-9962
 Yes No - *Client* is on hospice care w/DNR Order < 1 year old (no 911 calls)
 Yes No - *Client* has Advance Directive (attach to client copy of agreement or ID location of copy if Yes)

By: Jean H. Cahill Marcia Rhodes
 Worcester Office of *GRISWOLD SPECIAL CARE* *CLIENT* signature (print name): MARCIA R RHODES
 490 Shrewsbury Street Harold S Rhodes
 Worcester, MA 01609 Date: 2/10/02 Signature of Spouse, Family/Household Member, Personal Guarantor (if any)
 508-797-0400 Service Address 11 JANOCK ROAD
 POA Address & phone # MILFORD, MA 01757

Signature of Power-of-Attorney, if any (attach copy here)