



PATIENT CONSULTATION AGREEMENT

THIS AGREEMENT is made effective as of the _____ day _____, _____ (*the "Effective Date"*) by and between Team Uncle Joe , Humble, Texas 77346 a healthcare advocacy, navigation and education corporation (*the "Company"*), and

_____ (*the "Client"*)

(*Parent/Guardian, Client or Clients legal agent*).

Client and Company (sometimes collectively referred to herein as *the "Parties"*) agree to the following terms:

1. General Purpose. The general purpose of this Agreement is to engage the services of Team Uncle Joe to perform health advocacy and navigation services to aid the Client with issues relating to congenital heart disease (CHD), including but not limited to accessing and understanding health care and available treatment options, improving quality of life, navigating the healthcare system including understanding, acquiring, or maintaining insurance, benefits, or other 3rd party resources. If at anytime the services needed are outside the expertise of the Company the Client will be referred to a professional resource outside of the Company for such services.

2. General Duties of Team Uncle Joe. Team Uncle Joe shall perform health advocacy and navigation services in conformance with professional standards for performing services of a similar kind. Team Uncle Joe shall conform to the published guidelines of the Patient Advocacy Certification Board, including but not limited to, Competencies and Best Practices required for a Board-Certified Patient Advocate (BCPA) and Ethical Standards for a BCPA.

3. Term. The term of this Agreement shall be from _____, 20____ until terminated by either party pursuant to section 10.

4. Compensation. Team Uncle Joe shall perform services free of charge. If at any time Team Uncle Joe is unable to perform any services because of the lack of resources the Client will be made aware of the

email: joev@teamunclejoe.org, **mail:** 20907 Kings Clover Ct Humble, Tx 77346 **Phone:** (530) 591-2890

Initials: Team Uncle Joe _____ Initials: Client _____



situation and offered a fee schedule based on current cost to perform the services. At that time the Client and Team Uncle Joe will enter into a new contract and this contract will cease.

5. Independent Contractor. In the performance of the work herein, Team Uncle Joe shall be an independent Contractor and not an employee of the Client. Team Uncle Joe is not an agent of, or authorized to transact business, enter into agreements, or otherwise make commitments on behalf of Client unless expressly authorized in writing by the Client, Clients agent, or parent or guardian of a minor. Team Uncle Joe is responsible for the payment of all required payroll taxes, whether federal, state, or local in nature, including, but not limited to income taxes, Social Security taxes, Federal Unemployment Compensation taxes, and any other fees, charges, licenses, or payments required by law. Team Uncle Joe indemnifies Client and holds it harmless against any fines, damages, assessments, or attorney fees in the event a court or administrative agency shall find that Team Uncle Joe or anyone engaged through Team Uncle Joe is an employee of Client.

6. Confidentiality. All data and information in any format submitted or made available to Team Uncle by Client or any other person on behalf of Client, unless otherwise publicly available, and all data and information, and other work developed by Team Uncle Joe under this Agreement, shall be utilized by Team Uncle Joe solely in connection with the performance of services under this Agreement only and shall not be made available by Team Uncle Joe to any other person without prior authorized consent from Client.

7. Data Privacy. Team Uncle Joe shall provide measures to keep all Client information secure and confidential and shall not disclose any client information to or share any client information with any other party without prior written consent of the client.

8. Data Security. All facilities and other resources used to store and/or process Client Data will employ reasonable and appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Team Uncle Joe's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Team Uncle Joe will use industry-standard and up-to-date security tools and technologies such as antivirus protections and intrusion detection methods in

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providing services under this Agreement. Team Uncle Joe will update its tools and technologies during the course of the Agreement as industry standards change and updated tools and technologies become available. Team Uncle Joe will ensure that its employees, sub-contractors and agents who perform work under this Agreement receive appropriate instruction as to how to protect data consistent with the provisions of this Agreement. Team Uncle Joe will perform background checks on all personnel who have potential to access Client Data. Background checks will be performed in accordance with the Fair Credit Reporting Act and will, at a minimum, include Social Security Number validation and trace or foreign equivalent, seven (7) year felony and misdemeanor criminal records of federal, state, or local courts, Office of Foreign Assets Control List (OFAC), Bureau of Industry and Security List (BIS) and Office of Defense Trade Controls Debarred Persons List (DDTC).

9. Access to Data Response to Legal Demands or Requests for Data. Client shall have the right, at all times during the term of the Agreement for any reason whatsoever in Client's sole discretion, to access, copy and/or remove any and all Client data and information from Team Uncle Joe. In addition, in connection with Client's response to an e-discovery request or other legal proceeding, governmental request, or other a claim or demand upon receipt of written request from Client, Team Uncle Joe will provide Client with any existing logs or other Client data and information. If Team Uncle Joe files a petition seeking to take advantage of any law relating to the bankruptcy or insolvency or is adjudicated to be bankrupt, or is the subject of a petition seeking liquidation, reorganization, winding-up, dissolution or adjustment of indebtedness, or if becomes insolvent or makes an assignment for the benefit of creditors or if a receiver is appointed, Team Uncle Joe will return in a readily usable format, remove, or destroy, as directed by Client, all Client data and information. Upon receipt of valid legal process (the "Legal Request") seeking Client-related data or information, Team Uncle Joe will attempt to redirect the requesting third party to Client and/or request that the third party notify Client of its Legal Request. If Team Uncle Joe's redirecting efforts are unsuccessful, and provided Team Uncle Joe is not prohibited by law from doing so, Team Uncle Joe will provide commercially reasonable notice to Client of the Legal Request, prior to disclosure of any Client Data, which would include, to the extent permitted by law, a copy of the Legal Request received by Team Uncle Joe from the third party. Team Uncle Joe will thereafter respond to the Legal Request in the time permitted unless Client has taken appropriate legal steps (i.e., Motion to Quash or Motion for a Protective Order) to stop or limit Team Uncle Joe's

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response. With respect to any legal process served on Client for which Client intends to respond, Team Uncle Joe will provide Client with access to any Client Data in Team Uncle Joe's possession together with any necessary encryption keys. If Client is unable to access Client Data using the tools and documentation provided by Team Uncle Joe, then, upon request, Team Uncle Joe will provide commercially reasonable assistance to enable Client to obtain the Client Data.

10. Security Incident Response. Upon becoming aware of any unauthorized access to any Client Data stored on Team Uncle Joe's equipment or in Team Uncle Joe's facilities, or unauthorized access to such equipment or facilities reasonably expected to result in loss, disclosure, or alteration of Client Data (each a "Security Incident"), Team Uncle Joe will: (1) promptly notify Client of the Security Incident; (2) investigate the Security Incident and provide Client with detailed information about the Security Incident; (3) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident; and (4) take prompt and appropriate corrective action aimed at preventing the reoccurrence of a similar Security Incident in the future.

11. Private Health Information. Please review our current HIPPA Privacy policy which can be viewed or downloaded on our website <http://www.teamunclejoe.org/PHI-Privacy.html> or request a paper copy by emailing <mailto:joev@teamunclejoe.org> This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

Please Initial here _____ indicating you have read our HIPPA Privacy Policy and that any questions about the policy have been answered.

12. Termination. Either Client or Company may terminate this Agreement at any time for any reason, upon written notice to the other party (email is acceptable).

13. Indemnification. Client shall defend, indemnify, and hold harmless Team Uncle Joe and its trustees, officers, agents, and employees from all suits, actions, or claims of any character, name, or description, including reasonable attorneys' fees and litigation expenses, brought on account of any injuries, damage or loss (real or alleged) sustained by any person or persons arising out of (1) negligent acts or omissions of Team Uncle Joe, its employees or agents, including, but not limited to any claims for personal injury, including any injuries or damages sustained by Client; or (2) any other claims of any nature whatsoever

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arising out of the Team Uncle Joe's performance of the services to be provided pursuant to this Agreement, or Team Uncle Joe's failure to perform or comply with any requirements of this Agreement, including specifically but not limited to employment-related claims arising under the common law or based upon any federal, state, or local statutes, ordinances, or regulations.

14. Insurance. Team Uncle Joe will carry insurance as provided herein. Client can request Team Uncle Joes submit evidence of adequate insurance at any time during this agreement. Team Uncle Joe shall maintain "Errors and Omissions Insurance" and "General Liability Insurance."

15. Compliance with Applicable Laws. Team Uncle Joe warrants and represents that it will comply with all laws, including data protection and data privacy laws, applicable to the Team Uncle Joe's performance of services under this Agreement.

16. Waiver. A delay or failure by either party to exercise any right under this Agreement will not constitute a waiver of that or any similar or future right.

17. Assignment. This Agreement may not be assigned by Team Uncle Joe without the express prior written permission of Client, to be granted at Client's sole discretion.

18. Jurisdiction. This Agreement shall be deemed to have been made in the State of Texas, Texas State law (exclusive of any choice of law principles) shall govern this Agreement. Client consents to the jurisdiction of the state or federal courts serving Harris County, Texas for the resolution of any disputes arising under this Agreement.

19. Advertisement. Team Uncle Joe may not use the name Client or any variation thereof for advertising or publicity purposes without first obtaining the written permission of Client.

20. Severability. If any provision of this Agreement is declared invalid by any tribunal, then such provision shall be deemed automatically modified to conform to the requirements for validity as declared at such time, and as so modified, shall be deemed a provision of this Agreement as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be modified, the provision shall be deemed deleted from this Agreement as though the provision had never been included herein. In either case, the remaining provisions of this Agreement shall remain in effect.

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21. Notices. Each notice, request, or demand given or required to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if deposited in the United States mail, first class, postage pre-paid, and addressed to the address of the intended recipient set forth on the first page hereof or to such other address as may be specified in writing by the parties or by email.

22. Force Majeure: This Agreement is subject to cancellation or change on written notice to the Client in the event of causes beyond Client's reasonable control, including without limitation acts of God or war, fires, earthquakes, floods, strikes, labor troubles, riots, curtailment or operations due to governmental orders or rulings, and the like.

23. Sale or Bankruptcy of Team Uncle Joe's Business: If, during the life of this Agreement, the Team Uncle Joe disposes of its business by sale, transfer, force of law or by any means to another party, all obligations are transferred to such party. In the event, the new owner(s) may, in Client's absolute discretion, be required to submit a performance bond in the amount of the open balance of the Agreement. In the event of any suspension of payment or the institution of any proceedings by or against Team Uncle Joe, voluntary or involuntary, in bankruptcy or insolvency, or under the provisions of the Federal Bankruptcy Act, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors of the property of Team Uncle Joe, Client shall have, in addition to the rights stated in the two preceding sentences, the right to cancel this Agreement forthwith.

24. Effective Date. The effective date of this agreement shall be the date of Client's signature.

25. Entire Agreement. This Agreement represents the entire understanding of the parties and may not be modified except by written agreement of the parties and supersedes all prior written and/or oral agreements.

26. Authority. Each party warrants that it has the authority to enter into this Agreement and that entering into this Agreement is not restricted or prohibited by any existing agreement to which it is a party.

27. Arbitration. The Parties agree that any dispute or controversy arising out of this Agreement shall be settled by arbitration to be held in Houston, Texas in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or

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controversy. The decision of the arbitrator shall be final, conclusive and binding on the Parties. Judgment may be entered on the arbitrator's decision in any court having jurisdiction within the state of Texas. The Parties shall each pay one-half of the costs and expenses of such arbitration, and each of the Parties shall separately pay attorney fees and expenses.

28. Disclaimer. Company is a professional, private patient advocacy organization. The services that the Company provides are NOT payable/reimbursable by Client's health insurance company. Client acknowledges that the Company is NOT providing Client with medical, advice, legal advice, or professional advice of any kind. Client should seek medical advice from one or more duly licensed physicians before making any decisions related to medical care. Client should seek legal advice from one or more duly licensed attorneys before making any decision related to legal matters. Company provides general information, logistical support, guidance, and emotional support, but does NOT provide legal advice, medical advice, or professional advice of any kind. Client acknowledges that any decision must be made by Client and or Client's representative, and NOT by the Company. Client agrees to hold the Company harmless from any decision or action that Client makes in connection with or as a result of any information Client receives from the Company, Company's website, or any other Company promotional materials.

29. Voluntary Execution of Agreement. This agreement is executed voluntarily and without and duress or undue influence on the part or behalf of the Parties. The Parties acknowledge that:

- (i) they have read this Agreement;
- (ii) they have been represented, or, in the alternative, they have had the opportunity to obtain representation, in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice;
- (iii) they understand the terms and consequences of the Agreement; and
- (iv) they are fully aware of the legal and binding effect of this Agreement.

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30. Counterparts/Electronic Signatures. This Agreement may be executed in on or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purpose of the Agreement use of facsimile, email or other electronic medium shall have the same force and effect as an original signature. Your signature below indicates that you have read, understand, and are in agreement with the terms and conditions of the Agreement.

Team Uncle Joe

Signature: _____ **Date:** _____

Joseph Valente

Executive Director

Phone: 530-591-2890

Email: joev@teamunclejoe.org

Address: 20907 Kings Clover Court Humble, Tx 77346

For Client:

Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

Phone: _____ **Email:** _____

Address: _____

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