

**TERMS AND CONDITIONS**

These Terms and Conditions are a part of the Client Services Agreement.

Client and Responsible Party agree that the following terms and conditions have been incorporated by reference as part of the Client Services Agreement and relate to all services provided thereunder.

1. Notice. Any notice, request, demand or other communication required or permitted hereunder will be given in person or by telephone to the Client, Contact Person, or Responsible Party unless notice in writing is required in which case notice in writing shall be given by email (if an email address has been provided) or by mail to the addresses of the Client, Contact Person, or Responsible Party (if such addresses have been provided). All communications will be deemed given when sent by mail or by email to Client or Responsible Party and by email to Agency. The email and mailing addresses of the parties for the purposes of such communication are on the Client Services Agreement.

Either party may at any time change its email or mailing address for notification purposes by giving notice as required hereinabove stating the change and setting forth the new address. Said new address shall be effective on the date specified in such notice, or if no date is specified, on the tenth (10) day following the date such notice is received. Agency shall notify Client at least five (5) days prior to changing its location or its hours of operation.

2. Headings. The section headings used herein are for reference and convenience only, and shall not affect the interpretation hereof. Any ancillary documents referred to in the Agreement and/or attached or to be attached hereto are incorporated herein to the same extent as if set forth in full herein.

3. Consent. Where agreement, approval, acceptance, or consent by either party is required by any provision of this Agreement or by law, such agreement, approval, acceptance or consent shall not be unreasonably delayed or withheld.

4. Severability. If any part, term, or provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations arising under such provisions, but the remainder of this Agreement shall not be affected by such declaration or finding and each provision not so affected shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be illegal, unenforceable, or void.

5. Waiver. No covenant, condition, or undertaking contained in this Agreement may be waived except by the written agreement of the parties. Forbearance or indulgence in any other form by either party in regard to any covenant, condition, or undertaking to be kept or performed by the other party shall not constitute a waiver thereof, and until complete satisfaction or performance of all such covenants, conditions, and undertakings, the other party shall be entitled to invoke any remedy available under this Agreement, despite any such forbearance or indulgence.

6. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. All claims or controversies relating to the Agreement or the services to be provided hereunder shall be brought in the courts of the State of Texas or a federal district court sitting therein. By agreement, venue of all suits or other proceedings shall be exclusively in courts in Tarrant County, Texas.

7. Entire Agreement. This Agreement sets forth the entire agreement between Agency and Client with respect to the subject matter hereof and supersedes all prior representations, agreements, and understandings, written or oral. This Agreement may only be amended by agreement of both parties except that Agency can revise the Care Plan and its rates as provided in the provisions relating thereto.

8. Power of Attorney Notification. Responsible Party will immediately notify Agency if Responsible Party's Power of Attorney or Healthcare Power of Attorney is revoked, expires or terminates for any reason or if a guardian is appointed for the Client.

9. Consents. Client and Responsible Party CONSENT to the provision of services by Agency in the home of Client and other locations and to all acts of Agency and Agency employees incident to and reasonably necessary to the rendition of such services.

Client and Responsible Party will provide to Agency all medical and other information necessary for proper performance of Agency Services and the safety of Agency employees and authorize Agency to access and appropriately share such information to others reasonably known or indicated as being involved in Client's care and medical treatment.

Client and Responsible Party consent to the release by Agency or, as applicable, to Agency of all medical and HIPAA protected information by any physician, hospital or other health care provider or business associate thereof.

Client and Responsible Party acknowledge that Agency (a) is not a medical provider, (b) does not qualify for or maintain medical malpractice insurance, and (c) is not licensed or authorized to perform medical care services.

Client and Responsible Party acknowledge that Agency (a) is not a provider of transportation services, (b) provides transportation only incident to its non-medical care services, (c) makes no charge for transportation of Clients, and (d) only requests that its employees be reimbursed their reasonable expenses for any use of such employees' personal automobiles in conjunction with any transportation of a Client incident to Agency's non-medical home care services, and waives and releases Agency and its officers, managers, agents, servants and employees from any and all claims, causes of action and suits for personal injury, death or property damage arising out of or in any way related to such transportation services.

10. Acknowledgments and Releases. Client and Responsible Party release, to the fullest extent of the law, Agency and Agency's officers, managers, agents, servants and employees, from any and all causes of action, claims or suits for personal injury, death or property loss or damage arising from or incident to the services provided hereunder and of all losses, damages and judgments resulting therefrom, except for those arising from gross negligence or intentional acts, and agree to limit all such causes of action, claims or suits and all losses and damages incurred to those which are covered by Agency's existing liability insurance, waiving any further, exemplary, punitive or consequential losses and damages.

11. Indemnification. Client and Responsible Party agree to Indemnify and Hold Harmless and Defend Agency and its officers, managers, agents, servants and employees from all matters, claims, causes of action, suits, personal injuries, death or property losses waived and released hereinabove.