

DOC2DOOR MOBILE DOCTOR

PROFESSIONAL SERVICES AGREEMENT

Between Doc2Door Mobile Doctor and Home Health Agency

This Professional Services Agreement ("Agreement") is entered into as of _____, by and between **Doc2Door Mobile Doctor** ("Doc2Door" or "Medical Provider") and _____ ("Agency" or "Home Health Agency"). Together, they are referred to as the "Parties."

1. PURPOSE

The purpose of this Agreement is to establish a professional working relationship between Doc2Door Mobile Doctor and the Home Health Agency for the coordination of medically necessary services for eligible patients. Doc2Door provides mobile medical evaluation and related healthcare services to patients in their homes or other appropriate settings.

2. INDEPENDENT PROFESSIONAL SERVICES

Doc2Door will operate as an independent healthcare provider and not as an employee, agent, partner, or joint venture of the Home Health Agency. Nothing in this Agreement requires either Party to refer patients exclusively to the other. Each Party maintains independent professional judgment and responsibility for the services it provides.

3. SERVICES PROVIDED BY DOC2DOOR

Subject to applicable federal and California laws, professional scope of practice, payer requirements, and medical necessity, Doc2Door may provide:

- In-home or mobile medical evaluations;
- Patient history and physical examinations;
- Evaluation of acute and chronic medical conditions;
- Medication review and medication reconciliation;
- Development and documentation of appropriate treatment plans;
- Ordering medically necessary laboratory, diagnostic, imaging, or other services when appropriate;
- Referrals to specialists or other healthcare providers when medically necessary;
- Evaluation of patients who may require home health services;
- Preparation and transmission of medically appropriate orders and supporting documentation;
- Follow-up medical visits when clinically indicated;
- Communication with the patient's home health team regarding relevant changes in medical condition; and
- Other healthcare services permitted within the treating provider's professional scope of practice.

4. HOME HEALTH SERVICES

The Home Health Agency remains solely responsible for the home health services it provides, including patient acceptance, staffing, scheduling, skilled nursing and therapy services, required assessments, care planning, documentation, licensing, certification, accreditation, payer compliance, and billing. Doc2Door does not control the Agency's clinical staff or daily operations.

5. PATIENT REFERRALS AND FREEDOM OF CHOICE

Nothing in this Agreement guarantees any minimum number or volume of referrals. Referrals must be based on patient needs, medical appropriateness, patient choice, availability, and applicable law. Patients retain the right to select their healthcare providers and home health agency whenever required by law or payer requirements. Neither Party shall improperly influence a patient's choice of provider.

6. NO PAYMENT FOR REFERRALS

No compensation under this Agreement shall be offered, paid, solicited, or received in exchange for patient referrals or the generation of business reimbursable by Medicare, Medicaid/Medi-Cal, or any other federal or state healthcare program. Any compensation between the Parties must be for legitimate services actually performed and must comply with applicable federal and state laws.

7. COMPENSATION AND BILLING

Unless otherwise stated in a written compensation addendum signed by both Parties, each Party shall be responsible for billing and collecting payment for its own professional or healthcare services. Doc2Door shall be responsible for billing for medical services furnished by its healthcare professionals when applicable. The Home Health Agency shall be responsible for billing for home health services furnished by the Agency. Any separate administrative or professional service fee arrangement must be documented in writing and comply with applicable law.

8. CLINICAL INDEPENDENCE

All medical decisions made by Doc2Door providers shall be based on independent clinical judgment, medical necessity, applicable standards of care, and the patient's condition. The Home Health Agency shall not require Doc2Door to order, certify, prescribe, refer, or authorize a service that the treating provider determines is not medically necessary or appropriate. Doc2Door shall not interfere with the independent clinical judgment of the Agency's licensed healthcare professionals.

9. MEDICAL RECORDS AND DOCUMENTATION

Each Party shall maintain documentation required for the healthcare services it provides. When legally permitted and necessary for treatment, payment, or healthcare operations, the Parties may exchange relevant patient information and clinical documentation. Documentation shall be accurate and shall not be altered, falsified, backdated, or misrepresented. Each Party is responsible for maintaining its records in accordance with applicable requirements.

10. HIPAA AND CONFIDENTIALITY

Both Parties agree to protect patient information in accordance with the Health Insurance Portability and Accountability Act (HIPAA), applicable California privacy laws, and other applicable requirements. Protected health information shall only be accessed, used, or disclosed as legally permitted. If a Business Associate Agreement is legally required for particular services performed under this Agreement, the Parties shall execute an appropriate Business Associate Agreement.

11. MEDICARE AND REGULATORY COMPLIANCE

Each Party agrees to comply with laws and regulations applicable to its own operations, including, where applicable, Medicare and Medi-Cal requirements, the Federal Anti-Kickback Statute, the Physician Self-Referral Law (Stark Law), the Federal False Claims Act, California healthcare fraud and abuse laws, HIPAA, professional licensing requirements, and applicable home health certification and participation requirements. Neither Party shall knowingly submit or cause the submission of false, fraudulent, or medically unsupported claims.

12. LICENSURE AND CREDENTIALS

Doc2Door shall ensure that healthcare professionals providing services through Doc2Door maintain appropriate licenses, certifications, registrations, and professional credentials required for the services they perform. The Home Health Agency shall maintain all licenses, certifications, permits, and approvals required to operate its home health business.

13. PROFESSIONAL LIABILITY INSURANCE

Each Party shall maintain appropriate professional and general liability insurance applicable to its services and operations. Upon reasonable request, either Party may request evidence of applicable insurance coverage from the other Party.

14. INDEPENDENT CONTRACTORS

The Parties are independent entities. Nothing in this Agreement creates an employer-employee relationship, partnership, joint venture, franchise, or agency relationship between Doc2Door and the Home Health Agency. Neither Party has authority to bind the other Party to any contract or obligation unless expressly authorized in writing.

15. NON-EXCLUSIVITY

This Agreement is non-exclusive. Doc2Door may provide services to patients associated with other healthcare organizations and home health agencies. The Home Health Agency may work with other physicians, nurse practitioners, medical groups, mobile medical providers, and healthcare organizations.

16. TERM

This Agreement shall begin on _____ and remain in effect for one (1) year unless terminated earlier in accordance with this Agreement. It may automatically renew for successive one-year terms unless either Party provides written notice of termination.

17. TERMINATION

Either Party may terminate this Agreement without cause by providing 30 days' written notice to the other Party. Either Party may terminate immediately for material violations involving patient safety, fraud, loss or suspension of required professional licensure, exclusion from applicable federal healthcare programs, or other serious regulatory violations. Termination shall not eliminate obligations concerning confidentiality, patient records, amounts properly due for services already performed, or provisions intended to survive termination.

18. PATIENT SAFETY

Patient safety and appropriate clinical care shall take priority over business considerations. If either Party identifies a significant change in a patient's condition, it shall follow its applicable clinical policies and notify the appropriate healthcare provider or emergency services when clinically necessary.

19. INDEMNIFICATION

To the extent permitted by law, each Party shall be responsible for its own acts, omissions, employees, contractors, and healthcare professionals. Each Party agrees to indemnify and hold the other Party harmless from claims resulting from its own negligence, misconduct, or violation of applicable law, subject to applicable legal limitations.

20. GOVERNING LAW

This Agreement shall be governed by and interpreted according to the laws of the State of California.

21. ENTIRE AGREEMENT

This Agreement and any properly executed addenda constitute the entire agreement between the Parties concerning the subject matter addressed herein. Any amendment must be in writing and signed by authorized representatives of both Parties.

22. SIGNATURES

By signing below, the Parties acknowledge that they have reviewed and agree to the terms of this Agreement.

DOC2DOOR MOBILE DOCTOR

Authorized Representative: _____

Title: _____

Signature: _____ Date: _____

HOME HEALTH AGENCY

Agency Name: _____

Authorized Representative: _____

Title: _____

Signature: _____ Date: _____