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Introduction and Parties

Introduction

This Home Health Care Agreement ("Agreement") is made and entered into as of January 1, 2024. It defines the terms and conditions under which DocuPal Demo, LLC will provide home health care services to Acme Inc. The purpose of this Agreement is to ensure that ACME-1 receives intermittent home health care services. This document outlines the responsibilities of both parties, including the scope of services, payment terms, and confidentiality.

Parties Involved

Home Health Care Provider

DocuPal Demo, LLC, a company organized and existing under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("Provider"). DocuPal Demo, LLC is a home health care provider.

Client

Acme, Inc ("ACME-1"), a business organized and existing under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Client"). ACME-1 is the recipient of the home health care services under this Agreement.

Scope of Services

This agreement outlines the scope of home health care services DocuPal Demo, LLC will provide to ACME-1. Our services are intermittent and tailored to meet the specific needs of the patient as defined in the care plan.

Included Services

We will provide the following services:



- **Personal Care:** Assistance with activities of daily living, such as bathing, dressing, and toileting.
- **Medication Reminders:** Reminding the patient to take prescribed medications as scheduled.

Excluded Services

The following services are specifically excluded from this agreement:

- **Skilled Nursing:** Services requiring the expertise of a registered nurse, such as wound care or administering injections.

Service Frequency and Duration

The frequency and duration of our services will be determined by the care plan. This is developed in consultation with the patient, their family, and their physician. Service schedules will be clearly documented and agreed upon in advance.

Care Plan Development and Updates

A care plan will be developed before the start of services. The care plan will outline the specific services to be provided, the frequency and duration of visits, and any specific instructions for care.

The care plan will be reviewed and updated regularly. Updates will occur based on the patient's changing needs or as directed by their physician. All modifications to the care plan must be agreed upon in writing by both parties.

Care Plan and Schedule

The following outlines the care plan and schedule agreed upon between DocuPal Demo, LLC and ACME-1. This plan is developed with patient input and designed to meet the specific needs of the patient.

Service Schedule

Home health care services will be provided three times per week. Each visit will last for one hour. Specific visit times will be scheduled based on the patient's preferences and the availability of our care team. We aim to accommodate the



patient's preferred schedule as much as possible.

Day	Time	Duration
Day 1	[To be defined]	1 hour
Day 2	[To be defined]	1 hour
Day 3	[To be defined]	1 hour

Care Plan Development and Updates

The care plan is created with the active involvement of the patient. This ensures the plan addresses their individual needs and preferences. The care plan will be formally reviewed and updated quarterly. However, adjustments can be made more frequently if needed, based on the patient's changing condition or needs.

Monitoring and Coordination

A dedicated care coordinator will monitor the patient's progress. The care coordinator will also ensure seamless communication between the patient, family, and the care team. They will also be the primary point of contact for any questions or concerns regarding the care plan or schedule.

Payment Terms and Billing

Payment Rates

ACME-1 will pay Docupal Demo, LLC for home health care services at a rate of \$50 per visit. This rate covers the services outlined in the care plan.

Billing Frequency and Payment Methods

Docupal Demo, LLC will submit invoices to ACME-1 [Specify frequency, e.g., "monthly"]. ACME-1 agrees to pay all invoices within [Specify number, e.g., "30"] days of the invoice date. Payments can be made via [Specify accepted methods, e.g., "check, electronic funds transfer (EFT), or credit card"]. Details for electronic payments will be provided on the invoice.



Insurance

ACME-1 is responsible for handling all claims with their private insurance provider. Docupal Demo, LLC will provide necessary documentation to support these claims.

Late Payments

If payment is not received within 30 days of the invoice date, a late fee of \$25 will be applied to the outstanding balance. Continued failure to pay may result in suspension of services. Docupal Demo, LLC reserves the right to take further action to recover outstanding debts.

Responsibilities and Obligations of Caregiver

The Caregiver agrees to provide home health care services to the Patient in accordance with the mutually agreed upon care plan. These services will be delivered with the utmost respect and consideration for the Patient's rights and dignity.

Duties

The Caregiver shall perform the following duties as outlined in the care plan:

- Assist with activities of daily living (ADLs), including bathing, dressing, and feeding.
- Provide medication reminders.
- Monitor vital signs.
- Prepare meals.
- Provide light housekeeping services.
- Offer companionship.

Conduct and Compliance

The Caregiver must adhere to the following standards of conduct:

- Maintain a professional demeanor at all times.
- Respect the Patient's privacy and confidentiality.



- Comply with all applicable laws and regulations.
- Maintain valid Certified Nursing Assistant (CNA) certification.
- Successfully complete a background check prior to providing care.

Confidentiality

The Caregiver shall maintain strict confidentiality regarding the Patient's medical information and personal affairs. The Caregiver is required to sign a confidentiality agreement before commencing services.

Patient Rights and Responsibilities

DocuPal Demo, LLC is committed to ensuring that each patient receives quality care with respect and dignity.

Patient Rights

As a patient, you have the following rights:

- **Right to Refuse Care:** You have the right to refuse any treatment or service. We will explain the potential consequences of refusing care.
- **Right to Privacy:** Your personal and medical information will be kept confidential. It will only be shared with those directly involved in your care or as required by law.

Patient Responsibilities

To ensure effective care, you have the following responsibilities:

- **Safe Environment:** You are responsible for providing a safe and suitable environment for care.
- **Accurate Information:** You must provide accurate and complete information about your health history, current condition, and any other relevant details.

Requesting Changes or Reporting Concerns

If you have any concerns about your care or wish to request changes to your care plan, please contact your care coordinator. We are committed to addressing your concerns promptly and working with you to ensure your needs are met.



Confidentiality and Data Protection

Docupal Demo, LLC is committed to protecting patient confidentiality. We adhere to the standards outlined in the Health Insurance Portability and Accountability Act (HIPAA).

Data Security

All patient data is stored in encrypted electronic records. We maintain strict access controls to ensure only authorized personnel can view sensitive information.

Permitted Disclosures

We will only disclose patient information when required by law. This includes instances such as court orders or mandatory reporting requirements. We will inform ACME-1 of any such disclosures, unless legally prohibited.

Term and Termination

Agreement Term

This Agreement will begin on August 9, 2025. It will continue for one year.

Termination

Either party can terminate this agreement if the other party breaches the contract. The party that wants to terminate must provide written notice. This notice must be given 30 days before the termination date.

Liability and Indemnification

Limitation of Liability

Docupal Demo, LLC is not liable for any pre-existing health conditions of the patient. Our liability for any claims or damages arising from this agreement is limited to the extent covered by our insurance policies.



Indemnification

ACME-1 agrees to indemnify and hold harmless Docupal Demo, LLC, its officers, employees, and agents, from and against any and all claims, losses, damages, liabilities, costs, and expenses (including attorney's fees) arising out of or relating to ACME-1's breach of this Agreement or any negligent acts or omissions. Docupal Demo, LLC maintains general liability insurance coverage. Any claims will be handled through our insurance provider.

Dispute Resolution

DocuPal Demo, LLC and ACME-1 agree to resolve any disputes related to this Home Health Care Agreement through good faith negotiations.

Mediation

If informal negotiations fail, both parties must attempt to resolve the dispute through mediation before pursuing any litigation. The mediation will take place in California. Both parties will share the costs of the mediator equally.

Governing Law

The laws of California govern this agreement, including its dispute resolution process.

Compliance with Laws and Regulations

Docupal Demo, LLC will comply with all applicable federal, state, and local laws and regulations governing the provision of home health care services. This includes adherence to state home health regulations.

Monitoring Compliance

ACME-1 understands that Docupal Demo, LLC monitors compliance through regular audits of its operations and services. These audits are designed to ensure ongoing adherence to all relevant legal and regulatory requirements.



Consequences of Non-Compliance

ACME-1 acknowledges that failure by Docupal Demo, LLC to comply with applicable laws and regulations may result in the termination of this agreement. Docupal Demo, LLC is committed to maintaining full compliance to ensure the highest standards of care and service.

Amendments and Modifications

This Agreement may be amended or modified at any time by mutual written consent of both Docupal Demo, LLC and Acme, Inc. All amendments must be in writing and signed by authorized representatives of both parties to be effective.

Written Consent

Any changes to the terms of this Agreement require documented written consent from both Docupal Demo, LLC and Acme, Inc. This ensures that both parties are fully aware of and agree to any alterations.

Approval

No amendment or modification will be considered valid unless it has been formally approved and signed by both Docupal Demo, LLC and Acme, Inc.

Miscellaneous Provisions

Entire Agreement

This Home Health Care Agreement represents the complete understanding between Docupal Demo, LLC and ACME-1. It supersedes all prior agreements and discussions, whether written or verbal.

Severability

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.



Assignment

ACME-1 may not assign its rights or obligations under this Agreement without the prior written consent of Docupal Demo, LLC.

Notices

All official notices relating to this Agreement must be sent via certified mail to the addresses listed in this Agreement.

Amendments

Any modification to this Agreement must be in writing and signed by both Docupal Demo, LLC and ACME-1 to be effective.

Signatures

Agreement Execution

This Home Health Care Agreement becomes effective immediately upon signing.

DocuPal Demo, LLC

By: _____ Name: [Name] Title: [Title] Date: _____

Acme Inc

By: _____ Name: [Name] Title: [Title] Date: _____

Notary

A notary public must witness and authenticate the signatures of both parties.



About Us

Docupal Demo, LLC, located at 23 Main St, Anytown, CA 90210, is a United States-based home health care provider. We are committed to delivering patient-centered care to individuals in their homes.

Our Mission

Our mission is to improve the health and well-being of our clients through compassionate and professional home health care services. We strive to create a supportive environment where individuals can maintain their independence and dignity while receiving the care they need.

Credentials and Standards

Our team includes certified nursing assistants (CNAs) who adhere to the highest professional standards. We ensure that all our caregivers are thoroughly trained and qualified to provide exceptional care.

Service Philosophy

We believe in patient-centered care, tailoring our services to meet the unique needs and preferences of each individual. Our approach focuses on promoting overall wellness and enhancing the quality of life for our clients. We work closely with patients, their families, and healthcare providers to develop personalized care plans that address specific health goals.

