COMPANION FORM A | PHYSICIAN PRACTICE & LEGAL DUE DILIGENCE WORKSHEET

Pre-Contract Due Diligence Checklist: 12 Non-Negotiable Questions Before Signing

Actionable Evaluation Tool for Physicians (MD/DO) & Healthcare Attorneys Reviewing Employment or 1099 Contracts with Wearable-Integrated, AI-Native Virtual Care Platforms

HOW TO USE THIS CHECKLIST

1. Demand Written Responses: Submit these 12 questions in writing to the platform's Medical Director and Legal Counsel prior to executing any employment (W-2) or independent contractor (1099) agreement.

2. Verify Contract Language: Verbal assurances during recruitment are legally unenforceable. Every affirmative answer must be cross-referenced to a specific section of your written contract, malpractice certificate of insurance (COI), or clinical policy manual.

3. Apply the Walk-Away Rule: Any 'Red Flag / Dealbreaker' on Items 1, 2, 3, 4, 8, or 11 exposes your personal medical license and personal assets to uninsured malpractice or regulatory enforcement.

Contract & Platform Review Information

Platform / Medical Group:	_____	Review Date:	_____
Contract Structure:	☐ W-2 Employee ☐ 1099 IC	States of Practice:	_____
Reviewing Physician:	_____	Healthcare Attorney:	_____

The 12 Non-Negotiable Due Diligence Questions

Due Diligence Domain & Non-Negotiable Question

1. Malpractice Coverage & Tail

Is coverage Occurrence-based, or Claims-Made with contractually guaranteed employer-paid tail coverage? What are the per-claim/aggregate limits (minimum $1M/$3M), and does the policy explicitly cover AI-assisted asynchronous telehealth and wearable-data-triggered encounters?

Medicolegal Risk / Why It Matters

Claims-made policies without employer-funded tail leave you personally uninsured for suits filed 1–3 years after departure.

Status & Contract Clause

☐ Verified in Writing ☐ Needs Revision ☐ Red Flag / Dealbreaker
Clause / Ref: _____

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2. Indemnification & AI Fault Allocation

Does the company indemnify the physician for harm caused by AI hallucinations, faulty emergency-detection algorithms, or corrupted wearable data feeds?

Medicolegal Risk / Why It Matters

One-sided indemnification clauses shift corporate software and hardware failures directly onto the physician's defense costs.

Status & Contract Clause

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3. Clinical Autonomy & Zero Quotas

Does the contract explicitly prohibit response-time SLAs (e.g., 2-minute targets), patient-concurrency quotas, or financial penalties for escalating asynchronous chats to synchronous video or in-person emergency care?

Medicolegal Risk / Why It Matters

High-concurrency SLAs induce automation bias and create damaging chart-review timestamp evidence in malpractice discovery.

Status & Contract Clause

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4. Right to Reject Wearable Data

Is there an explicit written clinical policy confirming that Oura/wearable readings are non-diagnostic and that physicians are never expected to diagnose or prescribe without validated clinical vitals?

Medicolegal Risk / Why It Matters

Consumer finger/wrist PPG lacks FDA diagnostic clearance and fails clinical BP/HR standards; relying on it breaches standard of care.

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5. FDA Regulatory Status Documentation

Can the platform provide written regulatory counsel opinions verifying FDA compliance for both its patient-facing AI agents and its Clinician Cockpit under the January 2026 FDA CDS and General Wellness guidances?

Medicolegal Risk / Why It Matters

Practicing with opaque black-box AI that fails FDA Non-Device CDS Criterion 4 creates regulatory and negligence per se exposure.

Status & Contract Clause

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6. Full Auditability of AI Interactions

Can the physician view the complete, unedited patient-to-AI chat transcript, raw wearable inputs, and exact clinical guidelines retrieved by the AI before signing any note or order?

Medicolegal Risk / Why It Matters

Signing off on condensed AI intake summaries risks missing red-flag symptoms buried in earlier patient chat turns.

Status & Contract Clause

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7. Synchronous Video Escalation

Does the platform provide instant, seamless synchronous video/audio capability whenever state law or clinical judgment requires a real-time exam?

Medicolegal Risk / Why It Matters

Several states prohibit establishing a valid physician-patient relationship or issuing initial prescriptions via asynchronous text alone.

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8. Closed-Loop Lab & Imaging Follow-Up

Who owns legal responsibility for critical or abnormal lab results if a patient cancels their subscription, stops responding to chat, or the ordering physician is off-shift?

Medicolegal Risk / Why It Matters

Failure-to-follow-up on abnormal labs ordered outside a patient's primary EHR is one of the highest-severity telehealth malpractice risks.

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9. Scope-of-Practice & Acuity Guardrails

Are high-acuity conditions, controlled substances, and complex chronic medication titrations strictly excluded from asynchronous text-only care?

Medicolegal Risk / Why It Matters

Managing complex chronic conditions or acute emergencies over text without physical exams invites state medical board discipline.

Status & Contract Clause

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10. HIPAA Data Segregation

Does the medical group maintain a strict legal and technical firewall preventing clinical PHI from being transferred into the parent company's non-HIPAA consumer app without explicit, standalone, revocable HIPAA authorization?

Medicolegal Risk / Why It Matters

Writing diagnoses and treatment plans back into a non-HIPAA consumer app strips statutory privacy protections and creates ethical risk.

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11. CPOM Structure Verification

Is the physician employed by a genuinely physician-owned Professional Corporation (PC) with independent medical director governance, free of non-clinical corporate interference?

Medicolegal Risk / Why It Matters

Improper Corporate Practice of Medicine (CPOM) or fee-splitting structures can trigger state AG enforcement and void malpractice coverage.

Status & Contract Clause

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12. Medical Record Retention & Portability

In the event of a board inquiry or lawsuit years later, is the physician guaranteed timely access to complete chart records, AI transcripts, and metadata?

Medicolegal Risk / Why It Matters

Without contractual access to raw AI logs and timestamps, defending your clinical judgment years later becomes virtually impossible.

Status & Contract Clause

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Final Pre-Contract Risk Determination

Overall Determination:

☐ PROCEED TO SIGN
☐ CONDITIONAL (Pending Written Amendments)
☐ DO NOT SIGN (Unacceptable Risk)

Key Amendments Required Before Execution:

_____

_____

Physician / Counsel Sign-Off:

Physician Initials: _____ Date: _____ | Legal Counsel Initials: _____ Date: _____

Educational Disclaimer: This checklist is published as a clinical and risk-management guideline for licensed physicians and does not constitute formal legal advice. Physicians should retain qualified healthcare legal counsel licensed in their jurisdiction prior to executing any medical employment or telehealth contracting agreement.

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