**IAQplus™ Collaborative Care Agreement**

Effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Effective Date”), this IAQplus Collaborative Care Agreement (the “Agreement”) is by and between Provider Practice Legal Business Name, a State Registered, Corporate Type (“Provider Short Name” or “Provider”) and IndividuALLytics, Inc., a Michigan Corporation, dba IndividuALLytics® Connected Care and its affiliates (“IndividuALLytics”); each a (“Party”) and collectively the (“Parties”).

Whereas IndividuALLytics is the management services organization for Advanced Precision Health Management, PLLC, a Michigan based medical provider (the “Medical Director”), which together offer care management expertise and technology for provision of Care Management Services that Provider desires to make available to its eligible and consenting Patients (the “Participating Patients”).

Care Management Services is defined for the purposes of this Agreement as Chronic Care Management (“CCM”), Remote Patient Monitoring (“RPM”), Behavioral Health Integration (“BHI”), Enhanced Discharge for Transition Care Management (“TCM”), Remote Therapeutic Monitoring (“RTM”), and Telehealth (“TH”) treatment as per a mutually agreed scope of work between the parties.

Whereas Provider Short Name operates clinical practice(s), elaborate if needed that provide the full range of primary care to meet the medical needs of their community; and has patients (the “Patients”) who would benefit from participation in a program (“Program”) for Chronic Care Management and related Services (the “Care Management Services”), and estimates that it has 10,000 eligible patients with multiple chronic conditions in their catchment community, and

Whereas both Provider Short Name and the Medical Director have the required licensure, insurances and authority according to state and federal statute and guidelines to collaborate to provide the Care Management Services using their clinical and support staff (collectively, the “Care Team”) and the IndividuALLytics technology, now

Therefore, IndividuALLytics and Provider (the “Parties”) agree as follows:

1. Engagement

For the term of this Agreement, Provider hereby agrees to engage the Medical Director and refer its eligible Patients to the Medical Director for participation in the Program of Care Management Services as mutually determined to be provided in accordance with best clinical practices. The Medical Director in collaboration with Short Practice Name shall be solely responsible for the provision of care management medical treatment and medical decision-making for the Participating Patients.

2. Term

The term of this Agreement shall be for three (3) years with automatic renewal for additional one (1) year periods. Notwithstanding the above, either Party may terminate this Agreement upon ninety (90) days written notice to the other Party.

Termination of this Agreement shall not relieve either Party’s obligations related to continuity of care for the Participating Patients.

3. Responsibilities of the Parties for Collaborative Care

1. The Parties agree that the Program database of record for all Participating Patients is IndividuALLytics’s instance of an electronic medical records system (the “EMR”), and IndividuALLytics will update regularly Provider’s patient’s care plan records in the Provider’s EMR to coordinate care.
2. The Parties shall use all reasonable efforts to identify eligible patients from Provider’s current patient base and with each patient’s signed consent IndividuALLytics shall manage a phone, text, mail, and email campaign to contact each one. IndividuALLytics shall undertake to enroll Participating Patients and shall report back no less than bi-monthly to Provider the status of this campaign and share patient related updates to their demographic data.
3. Provider shall have the right to review and approve the scripting of all communications (which are to be co-branded) made to eligible patients, which review Provider agrees shall be promptly completed.
4. The Parties shall mutually agree to the procedures for collaboration on the provision of the Care Management Services to Participating Patients, with oversight by the Provider.
   1. The Medical Director will meet in person or by video conferencing with Provider at mutually agreed time once per month for IndividuALLytics Digital Rounding and Care Plan review for updates estimated to take 2 to 5 minutes per patient each month. IndividuALLytics and Provider will try to group a Provider’s and/or their Resident’s patients together for ease of scheduling.
   2. IndividuALLytics and Provider are targeting 6 to 12 months rotations for patient care coverage by Nurse Practitioner, Physician Assistant, M.D., or D.O. to support longitudinal care goals and quality patient and family relationships with Provider doctor care oversight and IndividuALLytics Medical Director support.
5. Both the Medical Director and Provider’s members of the Program Care Team shall meet and communicate regularly to manage the care of all Participating Patients according to the mutually agreed procedures.
6. The Program shall employ certain systems, best practices documents, software, and technologies which are proprietary to IndividuALLytics (“IAQplus”). For the term of this Agreement IndividuALLytics hereby authorizes Provider’s designated administrative users and members of the Care Team to have a non-exclusive license to access IAQplus solely for the purposes described in this Agreement. IAQplus includes, but are not limited to:
   1. Automation for the design and management of patient care plans (“Care Plans”) for all Participating Patients using treatment guidelines (the “IAQplus Care Protocols”) which are patent pending.
   2. A secure patient telehealth communications and content delivery platform (“IAQplus Dialer and Mobile Application”) that manages all synchronous and asynchronous communications between the Provider, the Care Team, the Participating Patient, and any patient authorized family caregivers (the “Family Caregivers”).
   3. Fully integrated RPM (Remote Patient Monitoring) peripherals for collection of patient monitoring data and RTM (Remote Therapeutic Monitoring) of self-reported patient data. Ordering, shipping direct to each Participating Patient, Patient RPM onboarding and automated patient reminders for monitoring data collections through the IndividuALLytics Systems that are then summarized and documented in the Provider EMR.
   4. Systems and procedures for compliant documentation of the Care Management Services including the Patient Care Plans in the EMR for medical review in preparation for billing.
   5. IndividuALLytics shall for the term of the Agreement provide at IndividuALLytics’ sole cost such telecommunications systems and support for management of all inbound and outbound communications to and from Participating Patients.
7. Provision by IndividuALLytics at its sole cost of twenty-four hour access to the Care Team by all Participating Patients.
8. The Medical Director shall refer all Participating Patients to the Provider for all medical and related services which are not Care Management Services.
9. IndividuALLytics will assist Provider with reporting on all Participating Clinical and related data which shall be made available for Provider’s use according to best clinical practices.
10. The Parties agree to address Social Determinants of Health, behavioral health and quality of life for Participating Patients.

4. Other Master Terms

1. IndividuALLytics and Provider agree to maintain master terms to support this agreement and periodic updates to related regulations. IndividuALLytics will send email notification to signer’s contact email, which can be a distribution group email, to notify of updates. If there is a material regulatory change for either Party, then we agree to work on mutually agreed amendment to this Agreement to help support together. Please read all linked other terms and signature on this Agreement confirms that the Parties agree to this document and all linked terms:
2. IAQplus Care Management requires patient consent. Example patient consent is at <https://individuallytics.com/Patient-Consent-Example> .
3. Provider’s and their team members’ IndividuALLytics End User License Agreement for IAQplus and its website are located at <https://individuALLytics.com/End-User-License-Agreement> .
4. Our goal is organize for effective alignment and great care for patients, and will meet regularly, minimum quarterly, to help address any improvement areas, and if there is a dispute that can’t be resolved via dialog, then we agree to third party dispute assistance via mutual mediation and arbitration dispute resolution described in <https://individuALLytics.com/Master-Other-Terms> . Other miscellaneous mutually agreed terms are here also.
5. Mutual Non-Disclosure Agreement (NDA) is either agreed to with previously dually signed agreement as primary. If this was signed and agreed to already, then the previous signed NDA is the agreement, and if not, these similar agreements are agreed to <https://individuallytics.com/Mutual-NonDisclosure-Agreement> .
6. RPM (Remote Patient Monitoring) and RTM (Remote Therapeutic Monitoring) best practices risk management and outcomes improvement kit financing agreement with co-guarantor agreement with plans to collaborate on possible risks associated with low daily data collection or return of RPM Device Kit in good working order. <https://individuallytics.com/RPM-Financing> .
7. Building patient trust and managing data privacy are important to the parties, so the Data Privacy is at <https://IndividuALLytics.com/Data-Privacy> .
8. Compliance with HIPAA requires the Provider as a covered entity to complete a Business Associate Agreement (BAA) with IndividuALLytics and IndividuALLytics as a covered entity to complete a Business Associate Agreement with Provider. If either of these were signed and agreed to already, then the previous signed BAAs are the agreement, and if not, these similar agreements are agreed to <https://individuallytics.com/BAAs>
9. For early collaboration planning and joint governance approach, the IAQplus standard launch steps are at <https://individuALLytics.com/IAQplus-Launch-Collaboration-Plan> .

5. Compensation

1. All reporting on billing and payment for the Care Management Services shall be maintained in the IndividuALLytics EMR.
2. Provider shall receive a flat fee amount of no less than IAQplus Digital Rounding Fee dollars per Participating Patient per month for patients with health insurance from whom IndividuALLytics has billed and collected for Care Management Services.
3. Any payment which may be received directly by Provider from any Participating Patients for the Care Management Services provided by IndividuALLytics, shall be forwarded to IndividuALLytics or credited to the amount owed by IndividuALLytics to Provider at IndividuALLytics’ discretion.
4. IndividuALLytics shall submit all payment due to Provider by ACH to the Provider’s designated bank account, no less than monthly within 16 days of receipt of payments.

6. Governing Laws and Notices

1. The validity, performance, and enforcement of this Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Michigan (exclusive of its choice of law rules), and the U.S. copyright, trademark, and patent laws. The United Nations Convention on the International Sale of Goods is expressly excluded. All notices must be in writing and sent to the individual who executed this Agreement on the other party’s behalf, either by hand delivery; messenger; certified mail, return receipt requested; overnight courier; or by e-mail and will be effective when received by such party at the address listed below or other address provided in writing.

**AGREED AND ACCEPTED:**

**IndividuALLytics, Inc. Provider Corp Name or Short Name**

By: By:

(Signature) (Signature)

Name: Dennis Nash Name:

Title: President Title:

Address: 3765 Sancroft Ave. Address:

West Bloomfield, MI 48324

Phone: 248-432-0175 Phone:

Email : [Compliance@individuALLytics.com](mailto:Compliance@individuALLytics.com) Email: