



[Practice Name] _____
 [Street Address] _____
 [City, State, Zip] _____
 Phone: _____ - _____ - _____ Fax: _____ - _____ - _____
 Email: _____@_____

SUBSCRIPTION AGREEMENT

ILLUMA, LLC (“ILLUMA”) is a care coordination company offering technology enabled services to payers and eye care providers. ILLUMA is located at 11475 Great Oaks Way, Alpharetta, GA 30022. Under this SUBSCRIPTION AGREEMENT, (Practice Name) _____ (“PRACTICE”) located at (Street Address) _____ agrees to subscribe to the ILLUMA proprietary software and services Platform as described in this Agreement and effective as of the date of this Agreement.

ILLUMA is focused on improving patient care for the optometric and ophthalmic markets. ILLUMA helps Payers, Health Systems and Providers integrate eye care services into mainstream healthcare delivery to improve outcomes, increase quality and reduce costs. ILLUMA services include the management of Payer sponsored quality improvement initiatives. The ILLUMA technology Platform includes referral management software enabling eye care providers to securely and efficiently share information with other providers involved in a patient’s care as well as the payer. The ILLUMA Platform includes features that enhance practice workflows and communication between providers and the respective health plan as well as improve transitions of care for patients in a collaborative and clinically integrated environment.

OBLIGATIONS OF ILLUMA:

ILLUMA shall provide various services and access to software and applications hosted on ILLUMA servers. ILLUMA hereby grants PRACTICE, and PRACTICE hereby accepts from ILLUMA, during the term of this Agreement and subject to compliance by PRACTICE with the terms and conditions hereof, a non-exclusive, non-transferable, non-sub licensable right to permit its Authorized Users to access and use the Services solely for Customer’s internal business purposes. Customer acknowledges and agrees that it will not allow other Persons to access the SERVICES through it or the use established for it.

OBLIGATIONS OF PRACTICE AND ITS PROVIDERS:

PRACTICE will provide their own hardware, internet connectivity and other items needed in order to access and utilize the ILLUMA Platform. If PRACTICE is participating in one of ILLUMA'S patient referral service programs the PRACTICE will be responsible for the following:

1. Provide ILLUMA with access to each Providers’ schedule.
2. Provide Diabetic eye examinations, reports, and related information pertaining to each Patient’s visit.
3. Bill the medical health plan for the Diabetic Eye Exam with appropriate ICD-10 and CPT codes in a reasonable time frame
4. Provide clinical data via the Platform or fax as to whether or not each Patient for whom an appointment was scheduled, showed up for his or her appointment, the findings and associated billing codes.

PROVIDERS: A current list of Providers associated with the above-named PRACTICE will be maintained by ILLUMA and incorporated herein by reference and may be amended from time to time.

BILLING FOR MEDICAL EXAMS: PRACTICE will bill Payers directly for all medical services provided to patients.



ANNUAL SUBSCRIPTION (Billed upon receipt)

\$495.00 per physical location

Less \$495 for *invitation only enrollment= **\$0.00**

Total ANNUAL SUBSCRIPTION Fees for () Providers and () Locations: \$____.00

SECURE MESSAGING (Optional Feature)

\$15.00/mo per license – (paid annually)

Total Annual Secure Messaging Fees for () Licenses: \$____.00 ____ *accept* ____ *decline*

PAYMENTS: Payments will be made by credit card. PRACTICE hereby authorizes ILLUMA to bill the credit card provided for all fees during the Term of this Agreement.

**Practice has been invited to enroll on an invitation-only basis at no cost to the practice. Illuma will waive all enrollment fees for each enrolled location. Normal fees (noted above) will apply to Secure Messaging. Calendar integration required to qualify.*

TERM AND TERMINATION: The TERM of this AGREEMENT begins as of ____/____/____ (effective date) and ends on ____/____/____. The practice will be billed upon receipt for the subscription amount (if applicable). At the end of this AGREEMENT, the agreement will automatically renew for one-year at the above noted rate unless PRACTICE gives notice to end agreement 30 days before expiration. Once renewal date has been reached the full annual fee, if any, will be due.

TERMS AND CONDITIONS: The TERMS AND CONDITIONS, set forth on the Illuma website at the following URL <http://illumacc.com/terms/> are adopted and incorporated by reference and form an essential part of this Agreement.

BUSINESS ASSOCIATE AGREEMENT: Under the rules of The Health Insurance Portability and Accountability Act of 1996 (HIPAA 45 CFR 160.103), ILLUMA and PRACTICE both agreed to execute a Business Associate Agreement as an essential part of the Agreement.

ENTIRE AGREEMENT: This SUBSCRIPTION AGREEMENT including the TERMS AND CONDITIONS and the BUSINESS ASSOCIATE AGREEMENT, supersede all other representations and agreements relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date set forth above. Any individual signing this Agreement on behalf of an entity does represent and warrant that such execution is authorized and binding on such party.

PRACTICE NAME: _____

By: _____ Date: ____/____/____
Name, Title