

Next Generation Advisers Name  
Firm Name  
999-888-6666 (cell #)

Street address  
City, State, Zip  
[email@email.com](mailto:email@email.com)

**(Name of Employer Client)**  
**(SAMPLE) Professional Fee for Services and  
Compensation Disclosure Agreement**

*(This fee for services agreement is an illustration only. As a NextGen Healthcare Adviser you should have your legal counsel assist with crafting your fee for services agreement.)*

**Date:**                    **Date Agreement Offered**

**To:**                    **Name of primary contact person & title (signatory on this agreement)**  
                             **Name of business entity**

**CC:**                    **Secondary contacts and involved persons**

**From:**                **Name of person delivering fee for services -**  
                             **Name of firm**

**Re:**                    **Healthcare Risk Management Fee for Services and Compensation Disclosure Agreement**

This document shall serve as an agreement for professional healthcare risk management services and full compensation disclosure (as required by ***Section 202 of the Consolidated Appropriations Act***) provided by **(Name Next Generation Healthcare Adviser)**, hereinafter known as “**Adviser**”, for professional services provided to: **(Name of employer and primary owner or decision maker)**, hereinafter referred to as “**Employer**”.

The services provided to **Employer** shall include a review and analysis of the health care risks and the preparation and delivery of a comprehensive health care risk financing plan per the scope of services outlined in this agreement. This agreement may be extended to include other activities as mutually agreed. The **Adviser’s** services shall be that of a consultant offering professional services to the **Employer** as summarized and agreed to in the scope of services listed below.

This document shall serve as the agreement for the terms and conditions of work to be performed, roles and responsibilities, and fees to be paid.

**Scope of services under this agreement shall be (per the items checked and initialed):**

The **Adviser** shall provide to the **Employer** those specific services listed and initialed as follows:

1. \_\_\_\_ Understand and support employers business goals and objectives
2. \_\_\_\_ Develop expertise and knowledge about unique aspects of employer’s industry
3. \_\_\_\_ Conduct periodic strategic and tactical planning with employer’s key leadership
4. \_\_\_\_ Conduct ongoing claims cost analysis and review and communicate results to the employer
5. \_\_\_\_ Support the employer in adapting to changing regulatory and political actions
6. \_\_\_\_ Provide the employer with cost effective healthcare risk financing options
7. \_\_\_\_ Evaluate the structure and variables of employer’s current healthcare risk financing plan
8. \_\_\_\_ Evaluate of the employer’s health care risk profile
9. \_\_\_\_ Prepare and deliver a periodic review of employers claims activity
10. \_\_\_\_ Review employer’s historical health care risk costs ((Healthcare Risk Audit)

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11. \_\_\_\_ Evaluate and recommend the services of possible Third-Party Administrator or fully insured carrier
12. \_\_\_\_ Evaluate and recommend Stop Loss and Insurance solutions
13. \_\_\_\_ Prepare all medical underwriting data to enable appropriate healthcare risk financing solutions
14. \_\_\_\_ Customized benefit plan designs that match the client's culture and business objectives
15. \_\_\_\_ Provide tools and strategies to control employer's health care costs
16. \_\_\_\_ Evaluate & recommend cost reduction alternatives including but not limited to:  
Direct Primary Care, transparent vendors, aggressive claims strategies
17. \_\_\_\_ Support TPA or carrier with healthcare provider negotiations on behalf of employer and plan members (Oversee ongoing claims issues)
18. \_\_\_\_ Review and recommend alternative cost reimbursement methodologies including but not limited to: Narrow Networks, PPO, HMO, Reference Based Pricing, Bundled Pricing, Negotiated Contracts, Transparent PBMs
19. \_\_\_\_ Provide ongoing employer education on current events and issues related to group health care plan risk financing and compliance
20. \_\_\_\_ Hold employee enrollment meetings
21. \_\_\_\_ Provide periodic employee education on healthcare consumption
22. \_\_\_\_ Provide systems and technology to support proactive employee engagement
23. \_\_\_\_ Provide Technology tools for enrollments, plan management and service
24. \_\_\_\_ Evaluate and communicate to the employer the cost impact of chronic & critical illnesses in the group
25. \_\_\_\_ Communicate and support compliance with relevant Federal and State healthcare plan laws and regulations – ERISA, HIPAA, COBRA
26. \_\_\_\_ Communicate and support compliance with relevant Federal and State Labor Laws and Regulations
27. \_\_\_\_ Prepare and present appropriate tax advantaged plans, FSA, H S A, HRA
28. \_\_\_\_ Prepare and present appropriate ancillary products, dental, vision, LTD, STD, Voluntary, Gap Plans
29. \_\_\_\_ Communicate the possible impact of pending or proposed federal and state

#### Terms and Conditions:

1. **Adviser** shall have no authority to handle cash or commit **Employer** and any affiliated entities to any financial obligation, legal contract, insurance contract, or similar obligation without written approval of **Employer**.
2. **Employer** shall make available to **Adviser** any and all technical, financial, operational and insurance carrier data required to fulfill the obligations of this agreement. **Adviser** agrees that all such data and information shall remain confidential and shall not be disclosed without the prior authorization of **Employer**.
3. **Employer** hereby authorizes **Advisor** to share relevant health care risk information and data about the **Employer's** business, employees, operations and current health care risk financing plans with appropriate, underwriters, vendors and suppliers subject to all state and federal privacy regulations.
4. Any and all processes, systems, data and material created by **Adviser** under this agreement shall remain the exclusive property of **Employer**.
5. **Adviser** shall remain an independent contractor and shall be responsible for all of their own operating expenses incurred and income taxes due on the fees paid under this agreement.

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6. **Employer** shall reimburse **Adviser** for travel and other expenses incurred subject to obtaining prior approval from **Employer** for those expenses.
7. Any fees due to attorneys, CPA's, or other professionals to complete any recommended projects shall fall outside the scope of this agreement and shall be the sole responsibility of **Employer**.
8. This agreement shall be effective (date \_\_\_\_\_) or such date as is mutually agreeable.
9. Fees payable under this agreement will be according to the fee structure offered below subject to the terms of this agreement.
10. The fees payable under this agreement may be amended at any time subject to the written agreement of the **Adviser and Employer**.
11. This agreement shall be for a term of 12 months and automatically renewable. The agreement may be terminated or amended by either party with 30 days written notice.
12. Failure to pay the fees as agreed shall terminate all terms and conditions of this agreement on the last day of the month when the payment was due.
13. **(Adviser)** shall be held harmless from any civil or criminal penalties or fines and liabilities of the employer in connection with the legal obligations of the employer under any aspect of employment law and federal or state employment regulations.
14. In the event of termination all fees earned through the phase of the project completed to date are due and payable.
15. This agreement shall apply in full to all successors and assignees.
16. This agreement shall be governed by the laws of the State of \_\_\_\_\_.

**Fees are payable as follows:**

\$\_\_\_\_\_ per month due and payable on or before the 10<sup>th</sup> day of the month

**Travel Expenses as pre-approved**

\_\_\_\_\_  
**Adviser – Name - Title**

Date \_\_\_\_\_

\_\_\_\_\_  
**Employer – Name - Title**

Date \_\_\_\_\_