

CONSULTATION AGREEMENT

Please review this Agreement carefully. If you have any questions, concerns or issues about the content of this Agreement, please contact us for clarification before signing it. We also recommend that you contact your own attorney to review this document before signing it.

THIS AGREEMENT is made effective as of the _____ day of _____, _____ (the “Effective Date”) by and between _____, a [insert type of company: limited liability company, corporation, etc.] with a mailing address of _____ (the “Company”) and _____, with a mailing address of _____ (the “Client”).

Client and Company (sometimes collectively referred to herein as *the “Parties”*) agree to the following terms:

1. **Term of Agreement.** The term of this Agreement will start on the Effective Date, and will continue until the Agreement is terminated by either party, as provided below.

2. **Services Requested.** Company will provide the consulting services requested and agreed upon as set forth in the **Consulting Plan (Exhibit A)** that is attached to this Agreement and hereby incorporated by reference (*the “Services”*). Client shall perform all actions and provide all documentation necessary for the Company to render the Services, including, but not limited to, authorizing various parties to speak with the Company if required, and completing and signing applicable HIPAA forms. Please understand that this, together with your payment obligations described below, is a major obligation on your part that must be fulfilled.

3. **Rates, Fees & Retainers.** Company will provide the Services to Client [at hourly the rate of/for a flat fee of _____ [insert hourly rate or fixed dollar amount]. [If applicable: A non-refundable retainer in the amount of _____ [insert amount] is due upon the signing of this Agreement (the “Initial Retainer”). Company shall not begin work or provide any Services whatsoever until the Initial Retainer is received, deposited, and cleared in the Company’s bank account. If the Client terminates this Agreement before the balance of the Initial Retainer has been exhausted, the remainder of the Initial Retainer [shall/shall not, as applicable] be refunded to Client.]

4. **Additional Retainers.** If the Initial Retainer is exhausted prior to the Company’s completion of the Services and/or the termination of this Agreement by either Client or Company, then Client shall forthwith pay an additional sum in whatever amount is necessary to bring the total retainer balance back up to _____ [insert amount of the Initial Retainer] (*the “Total Retainer”*). Company shall notify Client at the email address provided herein at such time that an additional amount is required from Client to replenish the Total Retainer. Client shall pay such amount due within _____ [24 hours, or some other time period] of Company’s email request. Company may suspend or discontinue its performance of the Services until Client pays the amount necessary to replenish the Total Retainer. Client’s failure to pay same within _____ [e.g. ten (10) days, or some other amount of time] of Company’s request shall be grounds for termination of this Agreement. Any such termination by Company shall not

relieve Client from its obligation to pay Company all amounts due under this Agreement. Failure to pay within the _____ [ten (10) days, or whatever amount of time was chosen above] shall also subject Client's account to a late fee/administrative charge of _____ [insert late fee]. Interest will be charged per annum on account balances which remain unpaid at the lesser of (a) [insert amount] _____ percent (____%) per annum, or (b) the maximum rate permitted by law, until paid in full.

5. Reconciliations of Account. Company shall send Client a Reconciliation of Account on the _____ [insert day of month] of every month, which will state a brief description of Services rendered during the previous month and what amount remains out of the Total Retainer. Reconciliations of Account shall be emailed to the Client at the email address provided herein.

6. Payments. Payment may be made by Client to Company by Bank or Certified Check, Money Order, Bank Wire Transfer, or Cash. The Company does not accept credit card payments or personal checks as a method of payment. Bank or certified checks are to be made payable to [insert your company name] and are to be mailed to: [insert your company mailing address].

7. Reimbursement of Expenses (if applicable). In addition to the Company's hourly rate of _____ /fixed fee of _____ [insert amount], the Client will also reimburse the Company for the following expenses to the extent they are incurred by Company in the course of providing the Services:

- a) the cost of driving among various locations;
- b) all travel expenses (including airfare, meals and hotel accommodations) for travel required on behalf of and at the request of the Client;
- c) any items purchased on behalf of and at the request of the Client; and
- d) any and all other reasonable and necessary expenses.

The Company will furnish statements and/or receipts to the Client for all such expenses within _____ [e.g. ten (10) days, or insert another amount of time] after they are incurred, and such expenses are to be reimbursed to the Company by the Client immediately upon receipt of such documentation.

8. Cancellations of Visits (if applicable). Cancellations may be made up to _____ [e.g. twenty-four (24) hours, or some other amount of time] in advance of a scheduled visit without charge. Company reserves the right to charge a cancellation fee of _____ [insert dollar amount] for a scheduled visit if sufficient notice is not given.

9. [Payment Guaranty--if applicable--] If a person other than the Client agrees to guaranty or be primarily liable for the Company's fees and expenses hereunder, as a condition of the Company performing the Services, that person shall execute a **Payment Guaranty Agreement** in the form attached hereto as **Exhibit B** and incorporated herein by reference].

10. Termination. Either Client or Company may terminate this Agreement at any time and for any reason, upon written notice to the other party (email is acceptable) [or insert other arrangement]. If either Party terminates this Agreement, all amounts due to Company at the time

of termination will be immediately due and payable. Failure to pay will entitle Company to exercise all rights and remedies available to it under this Agreement, including without limitation those set forth in Section 4.

11. Governing Law. This Agreement shall be governed by the laws of the state of _____ [insert the state whose laws you wish to govern this contract, generally the state in which your company is registered], without regard to its conflicts of law provisions.

12. Private/Direct Hiring. The Client may not privately/directly hire a Company employee, or Contractor met through the Company, for a period of _____ [insert time period, generally one or two years] following the date that the employee or Contractor last provided Services for the Client, without the written consent of the Company. Upon any breach of this restriction, a fee of _____ [insert dollar amount] shall be immediately due and payable by Client. Client acknowledges and agrees that (i) Company has made and continues to make significant investments of money, time and effort in order to be able to provide Services to Client and to other clients; (ii) breach of this Section 12 by Client would cause Company irreparable harm; (iii) the amount payable is a reasonable approximation of the damages that Company will suffer due to Client's breach of this Section 12, and (iv) this provision is a material inducement to Company entering into this Agreement.

13. Capacity/Independent Contractor. Company is acting as an independent contractor and NOT as an employee in providing the Services under this Agreement. The Company and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for Services.

14. Voluntary Execution of Agreement. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties. The Parties acknowledge that:

- (i) they have read this Agreement;
- (ii) they have been represented, or, in the alternative, have had the opportunity to obtain representation, in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice;
- (iii) they understand the terms and consequences of this Agreement; and
- (iv) they are fully aware of the legal and binding effect of this Agreement.

15. Arbitration. The Parties agree that any dispute or controversy arising out of this Agreement shall be settled by arbitration to be held in _____ [insert city and state] in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the Parties. Judgment may be entered on the arbitrator's decision in any court having jurisdiction within the state of

_____ [insert state]. The Parties shall each pay one-half of the costs and expenses of such arbitration, and each of the Parties shall separately pay attorney fees and expenses [or, insert other desired arrangement for payment of fees and expenses].

16. **Severe/Bad Weather.** In severe weather, Company may determine it is not safe for a member of the Company to travel and provide Services to Client on that day and may have to cancel. When this occurs, Company will notify Client and reschedule.

17. **Waiver and Amendment.** Any waiver by Company of any of the terms or conditions of this Agreement shall not constitute an on-going or future waiver of such terms and conditions. This Agreement may not be amended or modified, except by a duly signed writing referring to the specific provision to be amended or modified.

18. **Disclaimer.** Company is a professional, private patient advocacy business. The Services that Company provides are NOT payable/reimbursable by Client's health insurance company. Client must pay to Company the Company's fees upfront without any expectation of reimbursement of such fees from any third party.

Client acknowledges that Company is NOT providing Client with medical advice, legal advice, or professional advice of any kind. Client should seek medical advice from one or more duly licensed physicians before making any decision related to medical care. Client should seek legal advice from one or more duly licensed attorneys before making any decision related to legal matters. Company provides general information, logistical support, guidance, and emotional support, but does NOT provide legal advice, medical advice, or professional advice of any kind. Client acknowledges that any decision must be made by Client and/or Client's representatives, and NOT by the Company. Client agrees to hold the Company harmless from any decision or action that Client makes in connection with or as a result of any information Client receives from Company, Company's website, or any other Company promotional materials.

19. **Entire Agreement.** This Agreement constitutes the entire agreement with respect to the subject matter hereof, and supersedes all other prior agreements and understandings, both written and oral, among the Parties hereto and their affiliates.

20. **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provisions had never been contained herein.

21. Counterparts/Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail or other electronic medium shall have the same force and effect as an original signature. Your signature below indicates that you have read, understand and are in agreement with the terms and conditions of this Agreement.

Client's Name (Please Print Above)

Client's Signature

Client's Home Phone: _____

Client's Cell Phone: _____

Client's Email Address: _____

[Insert Name of Your Company]

By: [insert name of authorized signatory]

Phone:

Email Address: