



NGS Resiliency Cohort

Cohort Agreement Form

Welcome to the NGS Resiliency Cohort.

This agreement is completed following your organization's registration. It confirms your commitment to the cohort terms, acknowledges the conditions of participation, and ensures all parties share a clear understanding of what this engagement involves and what it does not. NGS will countersign and return a fully executed copy for your records.

SECTION 1: PRE-COHORT REQUIREMENTS

The following must be completed and submitted to NGS securely prior to Session 1. NGS cannot begin your onboarding until all required materials have been received. Secure submission instructions will be provided upon execution of this agreement.

- ☐ **Dedicated Supports Analysis Rubric**
Completed and submitted securely to NGS prior to Session 1.
- ☐ **NGS Radical Person-Centered Culture Assessment Tool**
Completed by your leadership team and submitted securely to NGS prior to Session 1.
- ☐ **Pre-Cohort Compliance Risk Assessment**
Completed and submitted securely to NGS prior to Session 1.

SECTION 2: COHORT AGREEMENT & ACKNOWLEDGMENTS

By signing this agreement your organization confirms understanding of and commitment to the following. Please initial each item to indicate acknowledgment.

Privacy, Security & Confidentiality

- ☐ **HIPAA Compliance and Data Security**
The NGS Resiliency Cohort involves the review and discussion of de-identified case materials, documentation, and organizational data. NGS maintains strict data security practices in accordance with HIPAA. All materials submitted to NGS must be fully de-identified prior to submission. NGS is NOT responsible for any accidental disclosure because of an organization failing to properly redact.

- ☐ **Confidentiality of Cohort Proceedings**
All information shared within the cohort, including case materials, organizational data, regulatory situations, and peer exchanges, is confidential. Participants agree not to share identifying information about other cohort organizations or their situations outside of the cohort context.
- ☐ **Secure Document Submission**
All materials submitted to NGS as part of this cohort must be transmitted through NGS-approved secure channels. NGS will provide secure submission instructions upon execution of this agreement. NGS cannot review any materials until secure submission is confirmed.

Participation & Time Commitment

Understanding Your Time Commitment

The NGS Resiliency Cohort meets twice monthly across six months for a total of 12 sessions. The estimated monthly time commitment is approximately 5 hours spread across your team depending on track assignments. Not every team member attends every session. The Cohort Kickoff (Session 1) and the Cohort Close (Session 12) are the only sessions that bring all cohort participants together. All other sessions are organized by track: Senior Leadership, QA/Compliance, Program, and Finance. Participants attend the sessions assigned to their track.

- ☐ **Participation Commitment**
We understand that the NGS Resiliency Cohort is a six-month working engagement. Sessions are working sessions, not passive learning experiences. Participants are expected to come prepared with materials, questions, and real situations to contribute. Active participation across all assigned track sessions is expected.
- ☐ **Session Structure and Track Attendance**
We understand that the Cohort Kickoff and Cohort Close sessions are the only full-cohort meetings. All other sessions are organized by audience track. Each participant will attend the sessions assigned to their track. Additional track attendance may be arranged at facilitator discretion.
- ☐ **Real Cases, Real Situations, No Hypotheticals**
We understand and agree that the NGS Resiliency Cohort is built entirely around real organizational situations, real cases, and real regulatory challenges. There are no invented scenarios or hypotheticals. All case materials submitted by cohort organizations are de-identified by NGS prior to group use. We agree to submit materials in good faith and understand that the value of this cohort depends on participants bringing authentic challenges to the group.

Legal, Regulatory & Outcomes

- ☐ **Attorney Engagement is Not Legal Representation**
Attorney participation in the NGS Resiliency Cohort is provided for educational and strategic guidance purposes only. Attorney contributions within the cohort do not constitute legal advice and do not establish an attorney-client relationship between the participating attorney and any cohort organization. Organizations requiring formal legal representation should engage independent legal counsel.
- ☐ **No Guarantee of Outcomes**
NGS does not guarantee favorable outcomes in state reviews, audits, administrative hearings, or any regulatory proceedings following participation in the cohort. NGS commits to ensuring every participating organization leaves with sound tools, resources, and strategies rooted in federal and state Medicaid regulations to support the work their teams do. The application of those tools and the outcomes they produce remain the responsibility of each organization.
- ☐ **Regulatory Engagement Approach**
We understand that the NGS Resiliency Cohort equips organizations to engage with state agencies and regulatory bodies from a position of knowledge, confidence, and collaboration. NGS supports organizations in understanding their rights, using regulatory frameworks strategically, and pushing back appropriately when warranted. This is not advocacy on behalf of any individual organization and does not constitute representation in any proceeding.

Financial Commitment

- ☐ **Payment Obligation**
We understand and agree to the payment structure selected at the time of registration. Synergy Pass Holders: \$2,500/month for 6 months (\$15,000 total). Non-Pass Holders: \$3,500/month for 6 months (\$21,000 total). Payments are due on the agreed upon schedule at registration. Failure to maintain the agreed payment schedule may result in suspension of cohort participation.
- ☐ **Cancellation Policy**
We understand that cancellation of participation after the Cohort Kickoff (Session 1) will result in a proration of fee based on payment structure selected at time of registration. Please note that if an organization fails to send an agency representative to a session, they are still responsible for the payment of that session.
- ☐ **Minimum Enrollment Acknowledgment**
We understand that the NGS Resiliency Cohort has a minimum and maximum enrollment to proceed as scheduled. If minimum enrollment is not met, NGS will offer enrollment in the next available cohort or issue a full refund. NGS will notify registered organizations no later than 30 days prior to the cohort kickoff if a cohort is postponed or cancelled.

General Acknowledgments

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Content and Community Reference

We grant NGS permission to reference our organization's participation in the Resiliency Cohort for marketing and community-building purposes. No identifying clinical, legal, or regulatory information about our organization will ever be shared publicly without explicit written consent.

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Cohort Norms

We agree to uphold the cohort norms established at Session 1, including mutual respect, honest participation, commitment to peer confidentiality, and active contribution to the learning community.

SECTION 3: AUTHORIZED SIGNATURES

By signing below, the authorized representative confirms they have the authority to enter into this agreement on behalf of their organization, that all information provided is accurate, and that their organization agrees to the terms outlined in full.

Participating Organization

Authorized Signature

Date

Printed Name

Title

Organization Name

NextGen Synergy Inc.

NGS Authorized Signature

Date

Printed Name

Title

Questions? We are here.

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NextGenSynergyHub.com | Bold Collaboration. Smart Solutions. Real Impact.