**ADVOCACY AGREEMENT BETWEEN**

**[ CLIENT ]**

**AND**

**GARY EVANS**

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**THIS AGREEMENT** is dated and is made **BETWEEN**:

1. **[Name]** of **[address]** (“**the Client**”) and
2. **Gary Evans** of (“**the Advocate**”)

**NOW IT IS HEREBY AGREED** as follows:

# Interpretation

## In this Agreement:

**“the Client”** means the person who is the subject of the advocacy service or an individual who is able, by virtue of a valid Lasting Power of Attorney or Deputyship for Health and Welfare, to act on behalf of the person (the donor), or, if the person is deceased, a family member lawfully appointed to act on behalf of the deceased.

“**the Advocacy Services**” means the services to be provided by the Advocate under this Agreement as referred to in clause 2.1.

## References in this agreement to statutory provisions shall be construed as references to those provisions as respectively replaced or amended or re‑enacted from time to time.

## Words importing the singular include the plural and vice versa, words importing a gender include every gender and references to persons include bodies corporate or unincorporated.

## The headings to the clauses do not affect their interpretation.

# Advocacy and Term

## The Client hereby appoints the Advocate and the Advocate hereby agrees to act as Advocate to the Client to assist in matters relating to the Client’s **[application / appeal]** for NHS Continuing Healthcare as outlined in the Schedule to this Agreement.

## The term of this agreement shall be defined upon completion of the required Advocacy services requested by the Client, provided that either the Advocate or the Client may at any time serve upon the other at least two weeks written notice to terminate this agreement.

## The Advocate hereby warrants and represents to the Client that he will not be in breach of any contractual obligation binding on him by reason of his entering into this Agreement or of his performing his duties hereunder.

# Scope of the Advocacy

## The Advocate shall provide the Advocacy Services for such time as is necessary for the proper performance of his duties hereunder.

# Duties

## During the Advocacy the Advocate shall:

### to the best of his ability and experience, and in a proper loyal and efficient manner, provide such services and exercise and carry out such functions as are specified in this Agreement;

### use his utmost endeavours to promote and advance the interests of the Client but the Advocate does not affirm the engagement of Advocacy Services will guarantee the Client becoming eligible for NHS Continuing Healthcare.

### give reasonable notice to the Client of any period of time during which he is unable to perform his duties as Advocate. Such period would not normally be expected to be of a duration greater than 10 working days.

### give, and keep updated, numbers on and addresses (including any available e-mail address) at which the Advocate can be contacted at all times, including those periods when the Advocate is unable to perform his duties as Advocate.

## Nothing in this agreement:

### requires the Advocate to devote his whole time and attention to the affairs of the Client, save that which is to be reasonably expected in the course of discharging his obligations under this agreement in a timely fashion.

### implies that the relationship between the Client and the Advocate is that of employer and employee.

## The Advocate shall not at any time make or cause or permit to be made any untrue or misleading statement in relation to the Client.

# Confidentiality

## The Advocate shall not either during or after the termination of the Advocacy without limit in point of time, divulge or communicate to any person or persons, except to those authorised by the Client, any confidential information which he may receive or obtain in relation to the affairs of the Client and shall not use for his own purposes, nor for any purposes other than those of the Client, any information or knowledge of a confidential nature which he may from time to time acquire in relation to the Client.

## The Advocate warrants that all information received from the Client is to be treated in confidence and shall be managed, stored and processed strictly in accordance with the Data Protection Act 2018 and GDPR.

# Hours of work

## The Advocate is required to work for as long as is required in order to deliver the Advocacy Service that he has been contracted to provide under this agreement.

# Fees

## As payment for provision of **[Level ]** Advocacy Service as outlined in the Schedule to the Agreement, the Client shall pay to the Advocate a fee of **[ ]** payable within 14 days of production by the Advocate of an invoice. An invoice will be submitted to the Client upon completion of the agreed advocacy services.

# Termination

## This agreement shall be subject to termination by the Client by summary notice in writing if the Advocate shall have:

### committed any serious breach or any repeated or continued material breach of his obligations hereunder; or

### failed to discharge his duties hereunder efficiently or diligently.

## On the termination of this agreement by the Client unrelated to reasons outlined in clause 8.1 the Advocate shall be entitled to charge 50% of the fee amount outlined in clause 7.1 to reflect the advocacy service provided to the date of termination.

## On the termination of this agreement hereunder, howsoever arising, the Advocate shall forthwith deliver to the Client all documents relating to the health and social care needs of the Client which may then be in his possession or properly destroy such documents according to the instructions of the Client. This includes any work completed by the Advocate to the date of termination.

## Termination of this agreement shall be without prejudice to any rights, which have accrued at the time of termination or to clauses 5 (confidentiality), 8 (termination), 11 (status and indemnity) and 12 (miscellaneous) (all of which shall remain in full force and effect).

# Notices

## Any notice required to be given hereunder shall in the case of notice to the Client be deemed duly served if left at or sent by registered or recorded delivery post to the registered office for the time being of the Client and in the case of notice to the Advocate if handed to him personally or left at or sent by registered or recorded delivery post to his last known address. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served and if served by post on the day (not being a Sunday or public holiday) next following the day of posting.

## In proving the giving of a notice, it shall be sufficient to prove that the notice was left or that the envelope containing such notice was properly addressed and posted or that the applicable means of telecommunications was properly addressed and despatched (as the case may be).

# Value Added Tax (VAT)

## In the event the Advocacy Service becomes liable for VAT, in addition to the sum payable by the Client under this Agreement at clause 7.1 the Client shall, on provision by the Advocate of a valid tax invoice, pay any VAT properly payable in respect thereof.

# Status and Indemnity

## The Advocate shall have the status of a self-employed person and shall not be entitled to any pension, bonus or other benefits from the Client and the Advocate shall be responsible for all income tax and national insurance or similar contributions in respect of his fees.

## The Advocate hereby agrees to indemnify the Client against all costs, claims, actions, demands, penalties and liabilities incurred in respect of or arising in connection:

### with any tax, National Insurance or similar impost which may be found due from the Client in respect of the Advocacy and the payment of fees by the Client to the Advocate thereunder.

# Miscellaneous

## This agreement shall be governed by and interpreted in accordance with English law.

## The parties hereby submit to the exclusive jurisdiction of the High Court of Justice in England.

## No term of this agreement is enforceable by a person who is not party to it.

# Previous Agreements

## This agreement shall be in substitution for any previous letters of Advocacy, agreements or arrangements, whether written, oral or implied, between the Client and the Advocate.

**IN WITNESS** whereof this agreement has been executed the day and year first above written

Signed by: (the Client)

Printed name:

On behalf of: SELF / CLIENT [please circle relevant]

Signed by: (the Advocate)

Printed name:

Schedule of Advocacy Service Fees

**The DST assessment**

**Level 1 - £530**

Reviewing the care records in preparation for the multi-disciplinary team (MDT) meeting which will consider and complete the Decision Support Tool (DST). Attending the MDT meeting on behalf of the individual or their representative (by phone or virtual means). Please bear in mind the NHS has a duty to undertake the DST assessment within 28 days from a successful Checklist. Therefore, a copy of the care records and medication charts should be supplied as soon as possible in order to ensure there’s enough time to thoroughly review all the records and prepare for the most effective evidence-based representation.

**Local appeal of a negative DST assessment**

**Level 2(a) Prior involvement - £590**

Where the Client previously engaged the Advocate at Level 1, the Advocate will review a copy of the DST report to identify needs that were not properly assessed and/or where the four key questions were not accurately or fairly considered and to ensure due process was followed. The Advocate will prepare a detailed, comprehensive written response to the DST report and will submit this to the CCG ahead of the local appeal meeting, outlining why the decision not to award NHS Continuing Healthcare was unsound. The Advocate will accompany the client to the local appeal meeting, either in person or via remote access to advocate on his or her behalf.

**Level 2(b) No prior involvement - £1,120**

Where the client has not previously engaged the Advocate and wishes to proceed with a local appeal of a negative decision, the Advocate will review the care records, medication charts and the DST report to identify needs that were not properly assessed and/or where the four key questions were not accurately or fairly considered and to ensure due process was followed. The Advocate will prepare a detailed, comprehensive written response to the DST report and will submit this to the CCG ahead of the local appeal meeting, outlining why the decision not to award NHS Continuing Healthcare was unsound. The Advocate will accompany the client to the local appeal meeting, either in person or via remote access to advocate on his or her behalf.

**Level 3 – Appeal to the Independent Review Panel (IRP)**

**Level 3(a) Prior involvement at Level 1 - £590**

Where the client previously engaged the Advocate at Level 1 only and wishes to engage the Advocate for an appeal to the IRP (following an unsuccessful local appeal) the Advocate will review a copy of the DST and local appeal reports to identify needs that were not properly assessed and/or where the four key questions were not accurately or fairly considered and to ensure due process was followed. The Advocate will prepare a detailed, comprehensive written response to the local appeal report and will submit this to the relevant IRP ahead of the appeal hearing, outlining why the decision not to award NHS Continuing Healthcare was unsound. The Advocate will accompany the client to the IRP hearing, either in person or via remote access to advocate on his or her behalf.

**Level 3(b) Prior involvement at Level 2 – no additional charge**

Where the client previously engaged the Advocate at Level 2 (any) the Advocate will not make an additional charge for supporting the Client’s appeal to the IRP. The Advocate will review the local appeal report to identify needs that were not properly assessed and/or where the four key questions were not accurately or fairly considered and to ensure due process was followed. The Advocate will prepare a detailed, comprehensive written response to the local appeal report and will submit this to the relevant IRP ahead of the appeal hearing, outlining why the decision not to award NHS Continuing Healthcare was unsound. The Advocate will accompany the client to the IRP hearing, either in person or via remote access to advocate on his or her behalf.

**Level 3(c) No prior involvement - £1,120**

Where the client has not previously engaged the Advocate at Level 1 or 2 (any) the Advocate will review the care records, medication charts, DST and local appeal reports to identify needs that were not properly assessed and/or where the four key questions were not accurately or fairly considered and to ensure due process was followed. The Advocate will prepare a detailed, comprehensive written response to the local appeal report and will submit this to the relevant IRP ahead of the appeal hearing, outlining why the decision not to award NHS Continuing Healthcare was unsound. The response will focus on repeated or new errors that made the original decision and the local appeal unsound. The Advocate will accompany the client to the IRP hearing, either in person or via remote access to advocate on his or her behalf.