

CONSULTANCY 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 Consultant"**)

NOW IT IS HEREBY AGREED as follows:

1 Interpretation

1.1 In this Agreement:

"the Client" means the person who is the subject of the Consultancy service or an individual who is able, by virtue of a valid and relevant Lasting Power of Attorney or Deputyship, 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 Consultancy Services" means the services to be provided by the Consultant under this Agreement as referred to in clause 2.1.

1.2 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.

1.3 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.

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

2 Consultancy and Term

2.1 The Client hereby appoints the Consultant and the Consultant hereby agrees to act as Consultant 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.

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

2.3 The Consultant 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.

3 Scope of the Consultancy

3.1 The Consultant shall provide the Consultancy Services for such time as is necessary for the proper performance of his duties hereunder.

4 Duties

4.1 During the Consultancy the Consultant shall:

4.1.1 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;

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

- 4.1.3 give reasonable notice to the Client of any period of time during which he is unable to perform his duties as Consultant. Such period would not normally be expected to be of a duration greater than 10 working days.
- 4.1.4 provide contact details at which the Consultant can be contacted during normal working hours, including those periods when the Consultant is unable to perform his duties as Consultant.
- 4.2 Nothing in this agreement:
 - 4.2.1 requires the Consultant 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.
 - 4.2.2 implies that the relationship between the Client and the Consultant is that of employer and employee.
- 4.3 allows the Client to require the Consultant to make an untrue or misleading statement in any written or verbal representation made by the Consultant on behalf of the Client.

5 Confidentiality

- 5.1 The Consultant shall not either during or after the termination of the Consultancy 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.
- 5.2 The Consultant 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.

6 Hours of work

- 6.1 The Consultant is required to work for as long as is required in order to deliver the Consultancy Service that he has been contracted to provide under this agreement.

7 Fees

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

8 Termination

- 8.1 This agreement shall be subject to termination by the Client by summary notice in writing if the Consultant shall have:
 - 8.1.1 committed any serious breach or any repeated or continued material breach of his obligations hereunder; or
 - 8.1.2 failed to discharge his duties hereunder efficiently or diligently.
- 8.2 On the termination of this agreement by the Client unrelated to reasons outlined in clause 8.1 the Consultant shall be entitled to charge 50% of the fee amount outlined in clause 7.1 to reflect the Consultancy service provided to the date of termination.

- 8.3 On the termination of this agreement hereunder, howsoever arising, the Consultant 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 Consultant to the date of termination.
- 8.4 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).

9 Notices

- 9.1 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 Consultant 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.
- 9.2 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).

10 Value Added Tax (VAT)

- 10.1 In the event the Consultancy 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 Consultant of a valid tax invoice, pay any VAT properly payable in respect thereof.

11 Status and Indemnity

- 11.1 The Consultant 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 Consultant shall be responsible for all income tax and national insurance or similar contributions in respect of his fees.
- 11.2 The Consultant hereby agrees to indemnify the Client against all costs, claims, actions, demands, penalties and liabilities incurred in respect of or arising in connection:
- 11.2.1 with any tax, National Insurance or similar impost which may be found due from the Client in respect of the Consultancy and the payment of fees by the Client to the Consultant thereunder.

12 Miscellaneous

- 12.1 This agreement shall be governed by and interpreted in accordance with English law.
- 12.2 The parties hereby submit to the exclusive jurisdiction of the High Court of Justice in England.
- 12.3 No term of this agreement is enforceable by a person who is not party to it.

13 Previous Agreements

- 13.1 This agreement shall be in substitution for any previous letters of Consultancy, agreements or arrangements, whether written, oral or implied, between the Client and the Consultant.

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 Consultant)

Printed name: _____

Schedule of Consultancy 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 Consultant at Level 1, the Consultant 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 Consultant 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 Consultant will accompany the client to the local appeal meeting, either in person or via remote access to Consultant on his or her behalf.

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

Where the client has not previously engaged the Consultant and wishes to proceed with a local appeal of a negative decision, the Consultant 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 Consultant 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 Consultant will accompany the client to the local appeal meeting, either in person or via remote access to Consultant 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 Consultant at Level 1 only and wishes to engage the Consultant for an appeal to the IRP (following an unsuccessful local appeal) the Consultant 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 Consultant 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 Consultant will accompany the client to the IRP hearing, either in person or via remote access to Consultant on his or her behalf.

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

Where the client previously engaged the Consultant at Level 2 (any) the Consultant will not make an additional charge for supporting the Client's appeal to the IRP. The Consultant 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 Consultant 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 Consultant will accompany the client to the IRP hearing, either in person or via remote access to Consultant on his or her behalf.

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

Where the client has not previously engaged the Consultant at Level 1 or 2 (any) the Consultant 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 Consultant 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 Consultant will accompany the client to the IRP hearing, either in person or via remote access to Consultant on his or her behalf.