

Advocacy Services Agreement

This Advocacy Services Agreement (“Agreement”) is made between A Voice for You Patient Advocacy, LLC (“Company”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Client), Client’s Legal Representative (“Legal Representative”) if applicable, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Guarantor”) (if applicable)

WHEREAS, Company provides patient advocacy services (“Services”);

WHEREAS, Client is in need of the patient advocacy services of Company;

WHEREAS, Company, Client, Client’s Representative if applicable, and Guarantor if applicable, desire to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

**Section I – Definitions**

“Guarantor” means the party responsible for the payment for services rendered to the Client under this Agreement.

“Legal Representative” means the party responsible for the legal affairs of the Client.

“Client” means any of the following, unless expressly excluded or the context requires otherwise: Client, Legal Representative, and Guarantor.

**Section II – Term of Agreement**

The term of this agreement shall be effective beginning \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and will continue until the agreement is terminated by either party as stated in Section VI.

**Section III – Professional Patient Advocacy**

Patient advocacy is a partnership. Company shall provide consulting services agreed upon in the advocacy action plan developed by Company and agreed to with the Client (“Advocacy Action Plan”). Company does not diagnose or otherwise treat any medical condition, nor does

it provide legal or financial services. If Client wishes, referrals can be provided for services outside the scope of Company’s practice.

Client shall provide, in a timely manner, all documentation and perform all actions necessary for the Company to render services including, but not limited to, authorizing the official release of protected health information by providers, fulfilling obligation of payment, and agreeing to the terms set forth in this Agreement.

**Section IV – Rates**

Client shall provide an initial retainer payment of \_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_) for the Company to conduct the in-depth consultation and prepare an Advocacy Action Plan. Once the in-depth consultation is completed, Client shall be provided with the proposed Advocacy Action Plan. Company shall provide advocacy services to Client as described in the Advocacy Action Plan, at the rate of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_) per hour (“Standard Rate”). Local travel time (if applicable) will be 50% the hourly rate charged in 30 minute increments. The Standard Rate is subject to increase by Company upon 30 days prior notice.

Client understands that at this time advocacy services are generally not reimbursable by Client’s insurance, FSA, HSA or HRA accounts. If you have questions, please contact the providers of these services or your employer’s Human Resources Department.

In addition to Company’s hourly rate listed above, the Client will also reimburse the following for expenses to the extent they are incurred by Company in the course of providing the Services.

1. All long distance travel expenses (including parking, airfare, meals, and hotel accommodations) for travel required on the behalf of and at the request of the Client. Long distance travel (outside of Dane County) shall be reimbursed at Company’s Standard Rate.
2. Any items purchased on behalf of and at the request of the Client; and
3. Any and all other reasonable and necessary expenses

The Company will furnish statements and/or receipts to the Client for all such expenses within 10 days after they are incurred, and such expenses are to be reimbursed to the Company by the Client immediately upon receipt of such documentation.

**Section V – Invoices, Payment, and Late Fees**

Company shall send Client a monthly invoice along with a brief description of services rendered during that time. Invoice shall be sent electronically to Client at the following e-mail address(es): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Payment is due within 10 days of receipt of said invoice. If payment is not made within 10 calendar days, Client may be charged a $25 late fee and 1 ½% interest on the entire amount due from Client. If late payment extends into a second billing cycle, all Services will be suspended until any outstanding balances are paid in full or acceptable payment arrangements are made.

Payment Guaranty (if applicable) If a person other than the Client agrees to guaranty or to be primarily liable for the Company’s fees and expenses hereunder, as a condition of the Company performing the Services, that person shall execute this Agreement along with Client.

**Section VI – Guaranty**

The Guarantor, if any, signing below unconditionally guarantees to the Company, prompt, and full payment when due of all the Client’s present and future obligations. The Guarantor’s liability hereunder is direct and unconditional and may be enforceable against Guarantor for nonpayment by the Client, or, at the Company’s discretion, the Company to resort to any other person or entity (including, without limitation, the Client) or to any other right, remedy, or collateral.

**Section V – Termination**

Either Client, Guarantor, or Company may terminate this Agreement at any time for any reason upon written e-mail notice of fifteen days. At termination of this Agreement, a final invoice shall be sent for all Services and expenses incurred through the termination, and payment is due as stated in Section IV and V.

**Section VII – Privacy**

All interactions between Client and Company are strictly confidential, excepting those persons specifically authorized to receive information by Client or in compliance with Company’s legal obligation under state or federal law.

In order to achieve the goals agreed upon in the Advocacy Action Plan, it may be necessary for Client to share sensitive information with Company. This may include, but is not limited to, date of birth, insurance policy details and patient identifiers, medical history, social security numbers and appropriate healthcare portal login information.

Company is committed to maintaining the privacy and security of this information, to be used solely for the purpose of serving Client under this Agreement.

I understand and agree:

* To all the above terms
* That the complexity of our healthcare system may present challenges that are not solvable by even the best patient advocacy company.
* That specific outcomes cannot be guaranteed.
* To cooperate and collaborate to the best of my ability with the Company by providing complete and accurate information

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Guarantor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Guarantor’s Relationship to Client \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



Your Advocacy Business, LLC

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