

## **Agreement between AdvoCard Service User and Volunteer Advocacy Worker**

*This paper lays out the arrangements that*

*(service user) has made with*

*(her/his volunteer advocacy worker) as part of the AdvoCard project.*

The following are statements of the expectations and wishes of each of the above people in connection with their relationship as service user and volunteer advocacy in the AdvoCard project.

This document is not intended to and does not create a legally enforceable contract, but merely exists to crystallise the thoughts, feelings and preferences of each party. If at any time, the parties disagree about whether expectations have been met, or whether the limitations of the Agreement have been exceeded, either person can refer to the staff at AdvoCard to arrange mediation or either person can terminate the relationship.

*This agreement is made up of the following:*

*Part 1 refers to the requirements of the AdvoCard project.*

*Part 2 refers to the requirements of the service user.*

*Part 3 refers to the commitment of the volunteer advocacy worker*

## **Part 1 Requirements of the AdvoCard Project**

As service user and volunteer advocacy worker we agree to maintain regular contact with the project and its workers in order to ensure that we are operating within the aims of the project and to review and evaluate the use of the card.

participate in further training programmes as suggested by project workers.

consult and inform project workers if a change is to be made to this agreement. A copy of this agreement will be held by each partner and also by the project.

work within the guidelines suggested by the United Kingdom Advocacy Network code of practice.

act in the interests of the safety of both parties avoiding unnecessary risk to the health and well being of each person by adhering to the health and safety policy of AdvoCard.

Signed \_\_\_\_\_ service user

Signed \_\_\_\_\_ volunteer advocacy worker

Date \_\_\_\_\_

**Part 2 Requirements of Service User**

As the cardholder, I would like the following points to be taken into account by others and for my volunteer advocacy worker to put forward these preferences on my behalf if I am unable to do so {with regard to medication, treatments, domestic arrangements, dietary matters, etc}:\_\_

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continuation sheet available if required.

I fully accept that there is no legal standing for an AdvoCard volunteer advocacy worker to speak on my behalf or enforce my views.

I also accept that no legal liability will be incurred by the volunteer advocacy worker in respect of any actings or omissions while acting in the capacity as volunteer advocacy worker.

However, I am willing to take part in this crisis card scheme to assist me in representing my views to others concerned with my care and well-being.

Signed \_\_\_\_\_

Service User

Date \_\_\_\_\_

### Part 3 Commitment of Volunteer Advocacy Worker

*This section of the agreement outlines the normal expectations of the commitment the volunteer advocacy worker is making to their service user. It is likely that the volunteer advocacy worker and their service user may find these expectations difficult to fulfill in all cases. Should circumstances arise which prevent the volunteer advocacy worker from meeting the commitment as arranged, the volunteer advocacy should inform the service user at the earliest possibility.*

Should my service user be experiencing mental distress where this results in others making decisions about his/her treatment, as the volunteer advocacy worker I agree to:

{Tick the following as appropriate}

1 be contacted by my service user on his/her behalf at times of crisis.

- a} at any time
- b} from the hours of \_\_\_\_ to \_\_\_\_ each day
- c} from the hours of \_\_\_\_ to \_\_\_\_ Monday to Friday
- d} Other (please specify) \_\_\_\_\_

2 go to my service user as requested by her/him at times of crisis.

- a} at any time
- b} from the hours of \_\_\_\_ to \_\_\_\_ each day
- c} from the hours of \_\_\_\_ to \_\_\_\_ Monday to Friday
- d} Other (please specify) \_\_\_\_\_

- 3 represent the views and requirements of my service user to
- a} GP/family doctor
  - b} Community Psychiatric Nurse
  - c} Psychiatrist
  - d} Social Worker
  - e} Other (please specify) \_\_\_\_\_  
\_\_\_\_\_

- 4 support my service user by
- a} speaking on his/her behalf without him/her being present
  - b} speaking on his/her behalf with him/her present
  - c} speaking on his/her behalf when it is indicated by the service user
  - d} being present as an observer
  - e} Other (please specify) \_\_\_\_\_

- 5 give specific assistance as requested by my service user in Part 2 and accepted by me. Such forms of assistance will be reviewed on a regular basis and may be adjusted to allow for changed circumstances.

I understand and accept that I as a volunteer advocacy worker on behalf of my service user have no legal standing when carrying out all or part of my commitments in terms of this agreement.

I will carry out the above arrangements in good faith and will endeavour

to protect the opinions and interests of my service user as expressed in this agreement at all times. In doing this work, I am agreeing to attempt to carry out what is being asked of me but cannot guarantee a successful outcome for the service user.

There may be occasions where legal and medical authority may supersede the entitlements of the service user and myself and I acknowledge that this authority will take precedence.

Signed \_\_\_\_\_ volunteer advocacy worker

Date \_\_\_\_\_

April 2006