

DISABILITY SPECIALISTS

9558 Ashawa Road, Cook MN 55723

FEE AGREEMENT

SCOPE OF REPRESENTATION The scope of my representative's assistance is limited to a claim for disability benefits under the Social Security Act for myself and/or my auxiliary beneficiary/beneficiaries for whom I have legal authority to sign this agreement.

NO FEE GUARANTEE If the Social Security Administration (SSA) does not issue a favorable decision in connection to my claim for disability benefits and/or the claim(s) of my auxiliary beneficiary or auxiliary beneficiaries then I owe nothing to my representative and nothing to Disability Specialists regardless of how long I was assisted and regardless of the expenses incurred to represent me.

FEE FOR SERVICES If I win my claim for disability benefits at any administrative level through the first administrative law judge (ALJ) decision after the date of this agreement, then I agree that my representative's fee is equal to the lesser of either 25% of all past benefits obtained for me and/or for my auxiliary beneficiary/beneficiaries or the maximum amount set by the Commissioner pursuant to 42 USC § 406(a)(2)(A) which was \$6,000 on the date this agreement was signed but which may be increased from time to time by the Commissioner of Social Security.

If the first ALJ decision after date of this agreement is a denial and my representative agrees to appeal and I later win my case, then my representative will ask the SSA to approve a fee no greater than 25% of *all* back benefits awarded in my case.

If I receive both Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI), then I understand that my total fee will not be more than 25% of all past-due benefits, or not more than the limit set by 42 USC § 406(a)(2)(A) if the limit applies.

I will pay this amount without regard to reduction for reimbursement to any state agency for interim assistance paid before benefits were obtained.

REVIEW OF THE FEE FOR SERVICE I, an affected auxiliary beneficiary, my representative, or all of us may file a written request for a review of the fee approved by the SSA within 15 days after the SSA has notified us of the amount my representative can charge. If anyone requests review of the fee, then the SSA will send a copy of the request to all affected parties and offer the parties an opportunity to comment on the request. The SSA then will then decide the amount of the fee and notify all affected parties in writing of the decision.

EXPENSES If the SSA favorably decides my disability claim and/or the claim(s) of my auxiliary beneficiary/beneficiaries, then I will pay all expenses incurred by my representative to adequately represent me and/or my auxiliary beneficiary/beneficiaries before the SSA. Such expenses include but are not limited to the cost of obtaining a birth certificate and medical records and travel expenses for a hearing appearance by my representative. I understand that the SSA is not involved in authorizing these expenses.

GUARANTEE OF PAYMENT If the SSA issues a favorable or partially favorable decision for my disability claim and/or the claim(s) of my auxiliary beneficiary/beneficiaries, then I will pay my representative the fee authorized by the SSA and the expenses incurred by my representative. The SSA will usually withhold 25% of my past-due benefits and use that to pay my representative his or her fee. I agree to notify my representative when I receive my past due benefits from Social Security so that a bill can be issued by my representative for the fee authorized but not paid by SSA and for the expenses incurred by my representative. **I AGREE TO MAKE PAYMENT IN FULL UPON RECEIPT OF MY BILL.**

BINDING SIGNATURE My signature below indicates that I accept and agree to be bound to the terms of this *Fee Agreement*. I have no other representative working on my behalf and/or my auxiliary beneficiary/beneficiaries for claim(s) for SSDI and/or SSI. This agreement supersedes any previously submitted fee agreement. I have received a copy of this agreement.

I HAVE NOT BEEN PROMISED THAT I WILL WIN My representative promised that he or she will do his or her best to help me. He or she did not promise me that I will win.

Signed _____

Date _____

Signed _____

Date _____