

Date

Client's Name

Address

Telephone Number

RE: Agreement Concerning Representation Before Social Security Administration

You ("Client") have requested that the Polk County Social Services Department ("Department") represent you in your attempt to secure disability benefits through the Social Security Administration. This representation includes both the initial application process and any subsequent appeals, if necessary and/or warranted. However, the Department is **not** staffed by attorneys, and as such it cannot, will not, and does not intend to provide legal services, or act as a substitute for competent legal counsel. As the client, you retain the right to seek outside legal counsel of your choosing. If and when that occurs, the Department's representation will immediately cease.

Further, it is important to understand that you will have significant responsibilities related to this process, and these responsibilities must be met in order for our representation to continue. You hereby agree to be truthful with the Department, to cooperate, to keep the Department informed of any relevant information and developments which may come to your attention, to abide by this Agreement, to pay the agreed upon fees to the Department on time, and to keep the Department advised of your current address, telephone number and whereabouts. You further agree to personally appear at all meetings and hearings when the Department and/or Social Security Administration deems it necessary, and generally to cooperate fully with the Department in all matters related to the preparation and presentation of your case. The Department will take reasonable steps to keep Client informed of progress and developments, and to respond to inquiries and communications.

Also, the Department's representation will not take effect, and the Department will have no obligation to provide representation as contemplated herein, until you sign and return this Agreement. The Department's representation does not include independent or related matters that may arise, including, among other things, claims for property damage, workers' compensation, disputes with a health care provider about the amount owed for their services, or claims for reimbursement (subrogation) by any insurance company. Services in any matter other than the attainment of disability benefits as described herein will not be the responsibility of the Department, and Client should seek independent legal counsel for all other matters.

The Department will only be compensated for services rendered if a favorable ruling on disability and/or SSI benefits is obtained for Client, whether on the initial application or on appeal. If no recovery is obtained, Client will not be obligated to pay. The fee to be paid to the Department in the event a favorable ruling is obtained is twenty-five percent (25%) of the total of all amounts of "retroactive back-pay" disability and/or SSI benefits

received by settlement, award or judgment, not to exceed SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00).

Client may discharge the Department at any time, upon written notice to the Department. The Department may withdraw from representation of Client (a) with Client's consent, or (b) for good cause and upon reasonable notice to Client. Good cause includes Client's failure to meet his/her responsibilities described herein, Client's refusal to cooperate with the Department and/or Social Security Administration, or any other fact or circumstance that would render Department's continuing representation unlawful or unethical. Notwithstanding the Department's withdrawal or Client's notice of discharge, and without regard to the reasons for the withdrawal or discharge, Client will remain obligated to pay the Department a percentage of the amount due under this agreement proportionate to the amount of time the Department spent on your case from the effective date of this Agreement to the date of discharge.

Nothing in this Agreement and nothing in Department's statements to Client will be construed as a promise or guarantee about the outcome of this matter. The Department makes no such promises or guarantees. There can be no assurance that Client will recover any sum or sums in this matter. The Department's comments about the outcome of this matter are expressions of opinion only. Client acknowledges that the Department has made no promise or guarantees about the outcome.

This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect. This Agreement may be modified by subsequent agreement of the parties only in writing and signed by both of them. This Agreement will become effective on the Client executes the same. By signing below, the Client represents that he/she has had an opportunity to ask questions, that all questions have been answered to his/her satisfaction, and that he/she fully understands this agreement.

 Representative
 Polk County Social Services Dept.

 Client
 Signed on _____, 20__