{dateofletter}

{addressee}

{add1}

{csz}

Re: **Engagement of Legal Services**

Dear {sal}:

We are pleased that you have asked our firm to serve as your counsel. This letter will confirm Attorney {atty}’s discussion with you regarding the engagement of our firm and will describe the basis on which our firm will provide legal services to {clientname}. If you have any questions about these provisions, do not hesitate to call me.

**1. Scope of Representation.**

We are being engaged to represent you in connection with Asset Planning for Medicaid Eligibility, preparation of a Medicaid Application and representation through the Medicaid Application Process, including an appeal hearing with an Administrative Law Judge. This representation shall also include any document preparation that is necessary to carry out the Medicaid Eligibility Plan (i.e. wills, trust, deed, powers of attorney, etc.). You may limit or expand the scope of our representation from time to time, provided that any substantial expansion must be agreed to by us.

**2. Retainer.**

A retainer in the amount of ${fee} must be paid prior to the commencement of any representation of your interests in this matter. At the time of the signing of this Agreement, Client will pay to Attorney the retainer fee of ${fee} which represents charges for the full value of representation. This amount shall cover all of attorney’s legal fees for Medicaid Planning and Representation through the Medicaid Application Process. It covers the services as described in paragraph 1 above. Please send a check for that amount payable to **Zacharia & Brown**.

Fees and expenses for recording fees and of others such as consultants and experts will not be paid by us, but will be billed directly to you.

**3. Term of Engagement.**

Either of us may terminate the engagement at any time for any reason by written notice, subject, in our case, to applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the above matter.

Unless previously terminated, our representation will terminate upon the completion of the Medicaid Application process. Following such termination, any otherwise nonpublic information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. Our own files, including your lawyer work product, pertaining to the matter will be retained by us. All such documents retained by us will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement. We will attempt to respond to Client's inquiries and communica­tions within 24-48 hours on normal business days, Monday through Friday.

You are engaging our firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you actually engage us after the closing to provide additional advice on issues arising from the matter, we will have no continuing obligation to advise you with respect to future legal developments.

**4. Joint Spousal Representation**.

 It is common for a husband and wife to employ the same lawyer or law firm to assist them in Medicaid Planning. Client has taken this approach by asking Attorney to represent both husband and wife in this planning. Client has asked Attorney to represent both of them on a joint basis.

It is important that Client understand that, because Attorney will be representing both husband and wife, each of them is considered a client of the Attorney. Accordingly, matters that one spouse might discuss with Attorney must be disclosed to the other spouse. Ethical considerations prohibit Attorney from agreeing that either spouse may withhold information from the other. In this regard, Attorney will not give legal advice to either spouse or make any changes to the Plan without mutual knowledge and consent from both spouses. Of course, anything either spouse discusses with Attorney is privileged from disclosure to third parties except as otherwise indicated in this Engagement Letter. Medicaid laws and regulations offer certain protections to spouses remaining at home (“Community Spouses”). Client has articulated to Attorney that Client wishes fully to take advantage of whatever techniques are available to protect the Community Spouse. Client has instructed Attorney fully to protect the Community Spouse. It is further understood that by maximizing the protection for the Community Spouse fewer assets will be available for the Institutionalized Spouse. Client acknowledges that Attorney has advised Client to make diligent inquiry concerning any private pay requirements that facilities may have. By executing this Engagement Letter, Client indicates that Client has read the foregoing terms and conditions. Furthermore, Client is indicating Client’s consent to having Attorney represent both spouses on the terms and conditions set forth. Any communications and information will be fully disclosed by Attorney to both husband and wife.

**5. Client Responsibilities.**

You have agreed to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation of you. You have also agreed to pay our fee for services and expenses in accordance with paragraph 2 above.

Once again, we are pleased to have this opportunity to serve you. If you are in agreement with the terms outlined in this letter, please sign below and return to my attention, along with retainer monies. Please call if you have any questions or comments during the course of our representation.

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Client Zacharia & Brown

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Client Zacharia & Brown