

CLIENT SERVICES AND FEE AGREEMENT
FOR VETERAN AFFAIRS REPRESENTATION

This Agreement is made and entered into on this _____ day of _____, 20____, *by and between* _____ (*"Claimant"*), *and* _____ (*"Representative"*) (VA Accreditation Date _____ and Number _____).

1. Scope of Representation

The Representative agrees to represent the Claimant in matters related to Claimant's claim(s) for veterans' benefits before the U.S. Department of Veterans Affairs ("VA"), including, but not limited to:

- (i) Reviewing and analyzing VA claims and records;
- (ii) Assisting in completing and submitting applications, appeals, or requests for benefits; and
- (iii) If applicable, seek to reverse, vacate, or appeal any adverse decision(s)
- (iv) Providing advice and consultation regarding VA claims and benefits.

Representative is hired to seek the earliest possible effective date and highest possible rating and/or benefit due to Claimant. An Appointment of Individual as Claimant's Representative form (VA Form 21-22a) is included as part of this agreement. Claimant's signature established Representative as Claimant's sole representative and revokes any prior appointments. It provides for unlimited representation before the VA and consent to unlimited access to the Claimant's records.

While Representative is an accredited attorney, this Agreement pertains specifically to representation before the Department of Veterans Affairs (VA), which is administrative in nature and not considered legal representation under applicable laws and regulations. The services provided under this Agreement are limited to representation in VA benefit matters and do not create an attorney-client relationship for legal services. Nothing contained herein or communicated during Representative's assistance shall be deemed legal advice. If Claimant requires legal services outside the scope of VA representation, a separate agreement would be necessary.

2. Fees and Payment

Representative's fees shall be as follows:

- (i) No fee shall be charged for the initial claim filing.
- (ii) Contingency Fee. The Representative shall receive 33.33% of any past-due benefits awarded to the Claimant in any decision or order by the Court of Appeals for Veterans' Claims (CAVC), the Board of Veterans Appeals (BVA), and/or the VA Regional Office (VARO) as a result of this representation. This fee shall be collected directly from the Claimant.

- (iii) Claimant agrees to pay this Contingency Fee directly to a billing services provider appointed by Representative within ten (10) business days of receipt of past-due benefits from the government.
- (iv) Ownership of Fees. The Contingency Fee and any reimbursed expenses per clause 3 herein shall be the property of Augustus Miles LLC, and not the individual Representative

3. Costs and Expenses

In addition to the fee for services described above, Representative is entitled to Claimant reimbursement of expenses incurred. The Representative will advance costs of this claim to the Claimant. If the Claimant recovers any past-due benefits from the VA for Claimant's claim, Claimant will pay from Claimant's portion of any payment the sum of Representative's costs described below.

Claimant understands that Representative will not pay in advance for any single expense in excess of \$100 without Claimant's consent. The Representative may pursue reimbursement of costs and expenses advanced for medical records retrieval, government document retrieval costs, and other reasonable case-related expenses.

Reimbursement will not be charged for long distance calls, postage, copies, shipping, or faxes. In the event that representation is terminated or abandoned by Claimant prior to the resolution of a claim or appeal, Claimant will still be obligated to Representative for the payment of such costs and expenses if they exceed \$100. In such circumstance, payment of costs and fees shall be made by Claimant within ten (10) business days of the Claimant's abandonment or termination of representation.

The Representative will provide an itemized statement for such costs upon request.

4. Authorized Third-Party Services

The Representative shall enlist the services of authorized third-party vendors ("Authorized Third-Party" or "Authorized Third-Parties") to complete certain back-office tasks required by this representation, including, but not limited to:

- Specialty paralegal services in veteran benefit cases
- General back-office services such as scheduling, information gathering, document collection and organization, case status tracking
- Client billing services

Claimant agrees to cooperate fully with these Authorized Third-Parties. This includes responding promptly to their requests for information, documentation, or scheduling. Claimant understands that these Authorized Third-Parties are bound by the same confidentiality obligations as the Representative and that cooperation with them is essential to the effective processing of Claimant's VA claims.

5. Consent to Contact

The Claimant hereby expressly consents to be contacted by the Representative, the Representative's staff, or Authorized Third-Parties via any of the following methods of communication:

- (i) Telephone calls (including calls made using automated dialing systems);
- (ii) Voicemail or recorded messages;
- (iii) SMS/text messages; and
- (iv) Email communications.

Such communications may be made for the purpose of discussing matters related to the claim status, documentation requests, scheduling, and other relevant matters.

Claimant agrees that any communication may be made to any phone number or email address provided to the Representative, including mobile phone numbers and personal email accounts.

6. Claimant's Responsibilities

The Claimant agrees to:

- (i) Cooperate with the Representative and any Authorized Third-Parties (collectively "Provider Team") provide all necessary information and documentation relating to Claimant's VA claim in a timely manner;
- (ii) Immediately inform Provider Team of ANY correspondence received from the VA, as these often contain important deadlines and appeal rights;
- (iii) Notify Provider Team of any changes in Claimant's contact information; and
- (iv) Provide requested medical records or authorize their release in a timely manner.

Claimant acknowledges that failure to inform Provider Team of VA communications may irreparably harm Claimant's case. Claimant bears full responsibility for providing all requested documentation, including medical records.

The Department of Veterans Affairs, the VARO, and the BVA often fail to send copies of documentation and correspondence to Representative, even when Representative is properly designated at the VA. Often this documentation and correspondence will contain notice of appeal rights/duties and deadlines that apply to Claimants claims. Therefore, it is imperative that Claimant notify Representative of any and all correspondence received from the VA, VARO, BVA, or CAVC.

7. Representative Responsibilities

The Representative agrees to:

- (i) Provide best-effort representation for Claimant;
- (ii) Act in the Claimant's best interests;

- (iii) Keep the Claimant informed of the status of the claim; and
- (iv) Comply with all applicable VA Rules and Regulations.

8. Authorization to Disclose Health Information

In accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Claimant hereby authorizes the Representative and its designated staff and agents to request, receive, use, and disclose any protected health information (PHI) relevant to the Claimant's claims for VA benefits. This includes, but is not limited to, medical records, clinical notes, diagnostic test results, psychiatric records, and other health-related documentation.

The purpose of this disclosure is to assist in the representation of the Claimant in connection with claims for VA disability compensation, pension benefits, or other related matters.

9. Duration and Termination

This Agreement may be terminated by either party upon thirty (30) days written notice. If terminated by Claimant after Representative has performed substantial services or after an award of benefits, Representative remains entitled to the agreed-upon fee.

The Agreement shall automatically terminate upon Claimant receiving a final rating decision from the VA and paying all outstanding fees to Representative.

10. Withdrawal

Representative reserves the right to terminate this agreement for any of the following reasons:

- (i) Claimant fails to cooperate or provide requested information;
- (ii) Claimant engages in fraudulent or misleading conduct;
- (iii) Claimant insists upon pursuing objectives Representative considers imprudent or with which Representative fundamentally disagrees;
- (iv) Claimant fails to follow Representative's reasonable advice; or
- (v) Representative determines, after investigation, that Claimant's claims lack sufficient basis to be pursued further.

In such cases, Representative will provide written notice of withdrawal to Claimant's email address.

Notwithstanding any withdrawal by the Representative, Claimant will be obligated to pay Representative out of any past-due benefits received from the government agreed-upon fee.

11. Privacy Commitment

Representative is committed to maintaining the confidentiality of all Claimant information, including health-related data. All PHI will be handled in accordance with HIPAA and applicable federal and state privacy laws. No health information will be shared with third parties without the

Claimant's written consent, except as necessary to pursue the Claimant's VA claims or as required by law.

12. Consent to Transmit Sensitive Information

The Claimant understands and agrees that communications through phone, voicemail, text message, and email are not guaranteed to be secure. By signing this Agreement, Claimant knowingly and voluntarily consents to the Representative and their agents transmitting and discussing sensitive or confidential information, including but not limited to:

(i) Personally Identifiable Information (PII), including Social Security numbers, dates of birth, addresses, and VA claim numbers; (ii) Protected Health Information (PHI), including medical records and health-related information; (iii) Case-specific details related to Claimant's claim(s) and representation.

Claimant acknowledges the inherent privacy risks associated with electronic and telephonic communication and releases the Representative from liability related to unintentional disclosures due to interception or unauthorized access, provided the Representative takes reasonable precautions.

13. Disclaimer of Guarantee

Claimant acknowledges that the VA claims process may take several months or years to resolve and that Representative has no control over the response time or decisions of the VA. No guarantees or promises regarding the outcome of any claim are made or implied. Past success in similar cases does not predict future outcomes. Claimant understands that Representative will act diligently but cannot control VA timelines, decisions, or benefit determinations.

14. Jurisdiction

The parties to this Agreement agree that the construction, interpretation, and enforcement of this Agreement shall be determined by the laws of the State of California without regarding to conflicts principles to the contrary. The parties further agree that any dispute arising from this Agreement (including but not limited to the enforcement of its terms) shall be submitted to the appropriate federal and state courts in the State of California.

15. Acknowledgments

The Representative is accredited by the VA and authorized to represent veterans, such as Claimant. Claimant has received and reviewed a copy of this Agreement.

This Agreement complies with 38 CFR § 14.636.

16. Signatures

By signing this Agreement, both parties acknowledge that they have read, understand, and agree to the terms of this Agreement.

Claimant Signature: _____

Date: _____

Representative Signature: _____

Date: _____