

DISABILITY LAW OFFICE OF KAY TRACY

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ADDENDUM – Trinity County DHHS

I. Governing the Actions between Kay Tracy, Esq. (*d.b.a.* the Disability Law Office of Kay Tracy, Esq.) and Trinity County DHHS.

As described in the fee-for-service agreement, the parties agree to the following terms and conditions. The terms of this Addendum govern the fee for services agreement. In lieu of charging a client a fee contingent upon success of the Social Security Disability/SSI claim(s), Trinity County DHHS has agreed to pay a non-refundable Four Thousand, Two Hundred Dollars (\$4,200) per client who accepts Ms. Tracy's services on or near the date the client accepts representation and signs form 1696, a sample of which is attached. This agreement terminates on the death or disability of Ms. Tracy.

"Me, My, I" refer to Ms. Kay Tracy, Esq. and/or the Tracy Disability Office. Ms. Chor Thao, Esq. is an Apprentice Disability Lawyer working under my supervision. In the event of my disability or death, Ms. Thao will be available to provide continuity of representation; however, the terms of such representation is not covered by this agreement. A separate agreement will be negotiated between Ms. Thao and the County.

"Client," as referred to herein, means an individual referred to the Tracy Disability Law Office by Trinity County DHHS. "Client" and "Claimant" are synonymous.

"Claim" means a claim for Social Security benefits.

"The County" refers to Trinity County, California Department of Health and Human Services. The County is a "Third Party Payee for Services." The client will have no responsibility to pay any portion of the past due benefits except as described in the Repayment Provision of General Assistance Contract. The County will have no control over my independent legal judgment about how the claim should be processed. I will pay for medical records should it be required.

1. Representation

All clients must affirm and agree that they are hiring Kay Tracy, Esq. (doing business as the Disability Law Office of Kay Tracy, Esq.) for her expertise as a lawyer to represent them regarding the client's own benefits, as well as which may accrue for minor children according to the provisions of the Social Security Act. They may be asked to appoint Ms. Chor Thao, Esq. to be a representative for purposes of conducting business with the Social Security Administration directly. Compensation between Ms. Thao and I is a matter between the two of us.

The client, not the County, is in control of the attorney/client relationship. The client may end the attorney/client relationship at any time for any reason. The client is required to cooperate with me to pursue the claim. If cooperation is significantly poor; and together we are unable to secure your compliance, I may desire to end the attorney/client relationship. I will not end the relationship without consulting the County. The County will provide assistance as needed to

Ms. Kay Tracy, Esq. was licensed by the Nebraska State Bar Association in 1985, is a member the 8th Court of Appeals since 1985; the 9th Circuit Court of Appeals as of 2013 and the United States Supreme Court Bar Association as of 1988.

Ms. Tracy practices before the Social Security Administration exclusively; and has since 2004.

process the claim. In the event the attorney/client relationship is terminated, the fee paid by the County is not refundable. The County will provide the Release of Information and Request for Consultation (attached).

II. CLIENT AGREEMENT governing the relationship between Ms. Tracy (*d.b.a.* Tracy Disability Law Office) and the person served by Trinity County HDAP.

In this section:

Me, My and I mean the client/claimant.

Stages of Review

- Each claim has four (4) potential stages. The “initial” phase starts when a claim is filed and typically takes 6 – 8 months before there is a decision. My cooperation is essential to proving my claim. I will maintain contact and complete all tasks as asked.
- If my initial claim is denied, we may file a request that the Social Security Administration take a second look at my claim and ask that they reconsider their decision. This is an appeal called Reconsideration. Again, my cooperation as described above is essential. This stage typically takes another 6 – 8 months. Benefits may be awarded at either the Initial or Reconsideration stages as described in the following paragraphs.
- If my request for Reconsideration is denied, we may file a request to have an Administrative Law Judge (ALJ) review the entire claim. An ALJ can accept or reject the decisions made at the Initial and Reconsideration levels. From the date we request an ALJ review, it typically requires 18 to 24 months ***before*** the hearing is scheduled.
- If we disagree with the ALJ’s decision, we may appeal to the Social Security Appeals Council. Ms. Tracy may determine that there is no ***legal basis*** for an Appeals Council Appeal. If so, Ms. Tracy will withdraw as my representative. I have a right to continue my Appeals Council Appeal either on my own or with a different representative.
- If we disagree with the Appeals Council decision, I have a right to appeal to the Federal District Court. I understand that Ms. Tracy does not assist in federal appeals. However, she refers such appeals to Mr. Jared Walker, Esq. for review. Ms. Tracy does not receive any form of compensation for this referral.

Cooperation and Termination

- The Social Security Agency has its own set of rules to decide who is and who is not disabled under the Social Security Act. It is our job to provide the evidence ***to prove that you, the claimant, qualifies under these rules.*** My cooperation is required to meet this burden. If I fail to maintain contact or if I fail to cooperate Ms. Tracy may terminate this agreement at any time.

- Drug and Alcohol Use may result in a denial of my case. I understand that the “facts” of drug and/or alcohol use are contained in the medical records and described by my health care providers. If Ms. Tracy determines that my use of such substances is a bar to my claim, she will withdraw.
- *Mental Illness*: If my claim is based on psychological conditions and I fail to follow prescribed treatment, my claim may be denied. I understand that Ms. Tracy does not care how a client chooses to treat any condition. However, in the event that I do not follow treatment, or if I do not accurately describe my thoughts and feelings to my health care provider, my claim may be denied.
- *I may terminate this agreement at any time for any reason.*
- I *will not* be charged a fee for Ms. Tracy’s services or expenses associated with my claim. Trinity County DHHS is, as a Third-Party Payor, responsible for the fee. Trinity County may require my assistance in the Social Security Benefits Claim’s Process. I hereby authorize the County and Ms. Tracy to communicate about my claim, including confidential and protected health information. I will be informed of any such communication.

Claimant

Kay Tracy, Esq.