

**VET COMP& PEN MEDICAL CONSULTING, LLC**  
**MEDICAL CONSULTING SERVICES AGREEMENT v.2.0**

This Agreement is made this day, \_\_\_\_\_, by and between \_\_\_\_\_ (hereinafter the "Client") whose mailing address is (street) \_\_\_\_\_, (City, State Zip Code) \_\_\_\_\_, and Vet Comp and Pen Medical Consulting, LLC, ("VCP"), with its principal place of business at 410 SW 140th Terrace, Newberry, FL 32669.

WHEREAS, VCP, is permitted to perform limited consulting services for Client(s), subject to the terms of the applicable policies and procedures of VCP, and section 59, title 38, United States Code, and title 38, Code of Federal Regulations, sections 14.626-14.637; and

WHEREAS, VCP does not operate as a Department of Veterans Affairs ("VA") accredited VSO, agent, representative, or attorney for the purpose of preparing, presenting, or prosecuting claims for VA benefits; and

WHEREAS, independent of Client's medical consulting relationship with VCP, the Client is solely responsible for managing his representation before the VA, either through pro-se representation (representing yourself), or through utilizing the VA representation services offered by a VA accredited VSO, Agent, or Attorney; and

WHEREAS, the Client desires that VCP provide advice and assistance to the Client in his or her area of medical expertise, for the purpose of medical consulting; and

WHEREAS, VCP desires to provide such advice and assistance to the Client under the terms and conditions of this Agreement;

NOW, THEREFORE, VCP and the Client (hereinafter collectively the "Parties") hereby agree as follows:

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## 1. MEDICAL CONSULTING SERVICES

By initialing next to the following terms and conditions, the Client acknowledges that, BEFORE executing this Agreement, he or she has read and understands following terms and conditions of VCP's Medical Consulting Services:

- a. \_\_\_\_\_ Client understands there are many FREE veteran resources available to assist with VA benefits and acknowledges that millions of veterans have achieved satisfactory success through the use of FREE veteran resources. Many veterans are able to receive all of the VA disability benefits they are qualified for without the use or expense of Professional Medical Consulting Services. Please visit [www.va.gov/vso/](http://www.va.gov/vso/) for a list of Veteran Service Organizations prior to executing this agreement.

VCP exclusively works with Clients who have either already exhausted all of the FREE veteran resources available to them OR Clients who have exhausted their patience and desire to hire and pay for Professional Medical Consulting Services to assist in the identification of potential medical conditions and symptoms, as well as clearly detailing the NEXUS or connection, if any, to the Client's military service.

Client hereby represents that he/she has already exhausted all of the FREE veteran resources available or has exhausted patience and desires to hire VCP with the FULL KNOWLEDGE that the Client could achieve his/her desired VA benefits for FREE without VCP's assistance.

- b. \_\_\_\_\_ VCP provides medical consulting for the Client through the use of a proprietary algorithm (hereinafter the "Medical Evaluation Algorithm") that assists in identifying potential VA medical claims the Client may be eligible for.
- c. \_\_\_\_\_ The Interview Process utilized by VCP captures relevant information for VCP's medical consultants to use in developing the proper medical evaluations and supporting documents (*i.e.*, Medical Opinions, Independent Medical Evaluation, Medical Considerations, etc.).
- d. \_\_\_\_\_ The Medical Consulting Package developed by VCP is developed separately and independently of the preparation of any VA Claim Forms that may be required if a veteran chooses to pursue disability benefits from the VA. ALL VA Claim Forms must be prepared either by the veteran filing the claim OR by an independent party (*i.e.* NOT an employee of VCP) who is accredited by the VA to prepare VA Claim Forms. Accredited parties include VA-accredited Veterans Service Organizations ("VSOs"), attorneys and/or agents.
- e. \_\_\_\_\_ VCP may cooperate with the Client's previously/already retained VA-accredited Veterans Service Organization ("VSO"), attorney and/or agent; therefore, termination of Client's VA-accredited VSO, attorney or agent relationship is neither necessary nor encouraged. VCP has established relationships with a number of pro-bono VA accredited individuals who will assist in the completion of your VA documents for you absolutely free of charge. These pro-bono VA accredited individuals that VCP has established relationships with will assist in the completion of your VA Claim Form documents for your review, however they do NOT file your claims for you nor will they represent you before the VA in the event you want to appeal a decision. Their service is free-of-charge, and limited solely to assisting you in the completion of the VA Claim Forms.
- f. \_\_\_\_\_ Once the Client's Medical Consulting Package is completed by VCP and the Client's VA Claim Forms are completed by a VA-accredited party, all documents will be sent to the Client for the Client to review and sign as necessary prior to the Client to filing the documents with the VA.
- g. \_\_\_\_\_ VCP does not complete or file claims or represent the Client before VA.
- h. \_\_\_\_\_ Client is responsible for reviewing, verifying, and filing the Medical Consulting Package developed by VCP with the VA along with reviewing, verifying, and filing any applicable VA Claim Form documents completed by the veteran or a VA-accredited party.

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## 2. **CLIENT REQUIREMENTS**

By initialing next to the following terms and conditions, the undersigned Client acknowledges that, BEFORE executing this Agreement, he or she has read and understands that, in order for Medical Consulting Services to be effectively provided by the Company to the Client, VCP requires certain accurate and timely information, and requires:

- a. \_\_\_\_ Client has a basic level of competence in using the Internet, web browser, and VCP website on a computer, tablet, or smartphone;
- b. \_\_\_\_ Client provides and maintains a personal email account that the Client checks daily;
- c. \_\_\_\_ Since we utilize your email address as the unique key identifier for all of your information in our database, Client may not use an email that already exist under another account in VCP's database (i.e. a husband and wife who are both veteran clients of VCP must use different email addresses).
- d. \_\_\_\_ Client has provided VCP with a Personal Phone Number by which the Client can be reached, and through which the Client has authorized the use thereof, including the use of automated dialing and messaging systems, by the Company.
- e. \_\_\_\_ Client has access to, and may be reached by, text message(s) sent to the Client's Personal Phone Number from VCP.
- f. \_\_\_\_ Client understands that telecommunication fees and standard text-messaging rates and fees apply and VCP does not compensate the Client for such fees.
- g. \_\_\_\_ Client has obtained, and independently maintains, a Premium VA eBenefits account at all time.  
*[Note: The Client may sign-up for a free Premium VA eBenefits account at [ebenefits.va.gov](http://ebenefits.va.gov) or ask VCP's Client Support team for further information.]*
- h. \_\_\_\_ Client submits various VA Benefit related information to VCP upon VCP's request.
- i. \_\_\_\_ Client agrees to email [awards@vertcompandpen.com](mailto:awards@vertcompandpen.com) or submit via web-link (provided in the Request), the following:
  - (1) Screenshot of the Client's VA-pay history of eBenefits within three (3) business days of executing this Agreement;
  - (2) Screenshots of Client's VA-pay history of benefits within the first five (5) business days of each calendar month or within two (2) business days of VCP request; and
  - (3) Copies of all VA Rating Decision, VA Award and/or VA Rating Breakdown Letters, upon execution of this Agreement and upon receipt of new letters within five (5) business days of Client's receipt.
- j. \_\_\_\_ Failure to comply with any such requirements, without showing reasonable cause for the failure to comply, may result in VCP terminating this agreement at any time during the medical consultation.

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### 3. CLIENT'S COMMITMENT AND REPRESENTATIONS

By initialing next to the following terms and conditions, the undersigned Client acknowledges that, BEFORE executing this Agreement, he or she has read and understands that, in order for Medical Consulting Services to be effectively provided by the Company to the Client, VCP requires timely access to ALL potential evidence relating to a potential disability, and the Client acknowledges that:

- a. \_\_\_\_\_ Client understands there are many FREE veteran resources available to assist with VA benefits and acknowledges that millions of veterans have achieved satisfactory success through the use of FREE veteran resources. Many veterans are able to receive all of the VA disability benefits they are qualified for without the use or expense of Professional Medical Consulting Services. Please visit [www.va.gov/vso/](http://www.va.gov/vso/) for a list of Veteran Service Organizations prior to executing this agreement.

VCP exclusively works with Clients who have either already exhausted all of the FREE veteran resources available to them OR Clients who have exhausted their patience and desire to hire and pay for Professional Medical Consulting Services to assist in the identification of potential medical conditions and symptoms, as well as clearly detailing the NEXUS, or connection, if any, to the Client's military service.

**Client hereby represents that he/she has already exhausted all of the FREE veteran resources available or has exhausted patience and desires to hire VCP with the FULL KNOWLEDGE that the Client may be able to achieve his/her desired VA benefits for FREE without VCP's assistance.**

- b. \_\_\_\_\_ Client understands all interactions with the VA on topics relating to disability claims may be classified as potential evidence and therefore may have significant impact on efficacy of VCP's medical consultation services, including the strategy developed by the Medical Evaluation Algorithm;
- c. \_\_\_\_\_ Client Agrees to follow the Medical Evaluation Algorithm and refrain from submitting information inconsistent therewith until the Client has completed the Medical Consultation Package and the accompanying strategy recommendations;
- d. \_\_\_\_\_ Client understands that Client's medical conditions may not remain static over Client's lifetime and as the Client's medical consultants, VCP must be informed of all medical appointments, changes in health or medical conditions, VA Award and Rating Decision Letters within a timely manner;
- e. \_\_\_\_\_ Client will advise VCP of any scheduled VA Compensation & Pension (C&P) exams as soon as the Client receives notice of the C&P exam appointment;
- f. \_\_\_\_\_ Client assumes full responsibility for, and consequences of, failure to provide, obtain, or otherwise possess and/or agree to the terms and conditions in Section 2 & 3 and the possible delays or loss of benefits that may result therefrom. Client's VA accredited attorney, agent or representative(s), or the Client alone, is responsible for ensuring the appropriate and timely filing of Client's claims and responses with the VA (e.g., Notice of Disagreement, Form 9, evidence submission, etc.). Client's failure to meet any VA deadlines may result in loss of benefits to the Client.
- g. \_\_\_\_\_ Client will NEVER mail original records to VCP. Client will either send copies of records via mail or courier or upload copies electronically to VCP. Client understands that records may be lost during shipment so original records should always be retained by the Client. VCP destroys paper records after VCP digitizes them and VCP may delete records at any time based on the Client's agreement herein that Client is responsible for maintaining a copy of all records.

Since VCP destroys paper records and may delete records at any time, VCP will NEVER return records to the Client.

Client acknowledges that Client is solely liable and responsible for ensuring that Client maintains possession of a copy of all records sent to VCP and releases VCP of all liability for the loss of any of the Client's records.

#### **4. TERMS OF SERVICES PROVIDED BY VCP**

(a) VCP's medical consulting fees are for "Medical Consultations" relating to medical conditions that may potentially impact the Client. VCP has specific experience and expertise relating to medical conditions that impact VA Service Connected Disabilities however VCP does not prepare any of the Client's VA Claim Forms, nor represent the Client before the VA. VCP does not charge a fee for assistance provided by any VA-accredited agents, attorneys, or VSOs, or any other party relating to the completion of any VA Claim Forms.

(b) All medical consulting is provided based on information VCP receives from the Client or from medical, statistical or experiential data with the expectation that Client will independently evaluate and confirm the accuracy of ALL such information alone or with the assistance of a VA-accredited representative. Client, solely and independently, is responsible for the review and accuracy of documentation Client or Client's VA-accredited representative files with the VA, Client is solely responsible for ensuring that all filings submitted by the Client to the VA are accurate and timely.

(c) VCP may review documents provided by the Client, including the Client's military service records, military and civilian medical records, VA Claim File documents, and medical case history as VCP deems necessary and will provide Medical Consulting Services to the Client and/or the Client's agent or attorney, if applicable.

(d) VCP does not guarantee that it will accept Client's case and/or provide medical consulting services to the Client. VCP does not guarantee that the Client's case or claim will prevail and/or be approved by VA. VCP makes no promises as to what the Client's potential case or claim will be worth and any such illustrations of potential case or claim value is simply for either relative comparison or educational or entertainment purposes.

(e) VCP has a medical team who may review your case to develop Medical Opinions and Independent Rating Evaluations. VCP may assist the Client in obtaining a VA-accredited agent, attorney, or VSO to help the Client free of charge in completing, preparing, and otherwise assisting in the client with VA claims forms.

(f) On a case by case basis, VCP may assist the Client with providing medical consultation in support of pending claims that have been filed prior to the signing of this agreement but have not yet been adjudicated by a VA Regional Office ("VRO"). Since VCP must conduct additional evaluation services for pending claims, Client understands and agrees to compensate VCP for any pending awards that Veteran has filed with the VA if that award is adjudicated after executing this agreement as long as VCP has already commenced case review, record review, or other medical consulting services. VCP reserves the right to refuse Clients with pending claims in the VA that have not yet been adjudicated.

(g) Once VCP assists you in providing medical consultation that helps to get a new claim VA service connected, for as long as you continue to exhibit the medical conditions supporting that awarded VA service connected disability rating, VCP will provide free continuing medical consultation in support of your claim to help protect your rating from being wrongfully lowered FOR YOUR LIFETIME - AT NO ADDITIONAL CHARGE.

(h) In the event Client has a specific Mental Health Claim requiring an Independent Medical Opinion by a specialized Mental Health Professional who holds the specific VA-required credentials, Client has the option of using either a Private Medical Provider or a VA C&P examiner. A Private Medical Provider may charge Client a fee for an independent medical assessment, such assessments and fees are separate of VCP's fees and VCP's Medical Consulting Services. Fees for services provided by a Private Medical Provider are not paid to VCP and should be paid directly to the Private Medical Provider. The use of a Private Medical Provider for an independent medical assessment is optional and not required.

(k) There are countless different combinations of potential medical symptoms and disability combinations a veteran may suffer from, and the unique combination each veteran may exhibit will drive the personalized medical consulting strategy, the various independent medical rating evaluations, medical opinions, supporting medical research utilized to support the strategy, and the many medical considerations VCP develops for a Client's claim. It is NOT uncommon for VCP to invest several dozen hours of very expensive staff hours (i.e. strong six-figure salary medical professionals) scouring medical research and thousands of pages of medical records searching for the missing link to establish the REQUIRED NEXUS or connection to a veteran's active duty service. Oftentimes, VCP must invest these resources weeks or months BEFORE the Client files a claim with the VA and long before the Client receives compensation from the VA. Therefore, upon execution of this agreement, VCP will begin expending significant resources for the purpose of providing the Client with Medical Consulting Services.

VCP does not want to exclude any veterans who lack the financial resources to pay professional medical consulting expenses at the time the consulting expenses are incurred (i.e. we do NOT require Clients to pay each week for the labor hours expended on their case that week). VCP does not want any Client to be exposed to any potential financial risk associated with paying for medical consulting expenses that may not result in a benefit for the Client.

To allow ALL veterans, regardless of their personal financial situation, access to VCP's professional medical consulting services with no risk that the veteran could ever pay for medical consulting services that does not generate a benefit for the veteran, VCP has structured this agreement in a manner where VCP assumes 100% of the financial risk of providing medical consulting services to all of VCP's clients.

This arrangement puts all the risk on VCP with no financial risk or out-of-pocket expenses for medical consulting services on the veteran Client. VCP also offers very favorable payment terms that allows clients to pay the invoice for VCP's medical consulting services up to 10 months after VA awards a benefit to the Client (detailed in Section 9. Payment Terms).

Therefore, VCP may invest significant expenses (labor, building, insurance, healthcare, software, computers, etc.) to assist a Client with the expectation that VCP will likely receive full payment for the fees charged 13 months (fast 3 month processing by VA plus 10 month payment terms) to 5+ years after VCP begins working on Clients case. VCP is investing a substantial amount of resources on the Client's behalf based exclusively on the Client's honorable commitment to follow the terms of this Agreement.

Due to the extensive work VCP must invest in the beginning of Client's relationship with VCP, Client understand this Agreement is not voidable by the Client without written consent by the Parties of this Agreement expressly allowing this Agreement to be terminated. Written consent from VCP must be signed by the General Manager or an officer of VCP. VCP will provide such consent only under reasonable circumstances, such reasonableness is to be determined solely by VCP on a case-by-case basis once all pending casework VCP has provided Medical Consulting Services on has been fully adjudicated, (i.e. after exhausting the available appeals options at the BVA or CAVC) by the VA, and all outstanding invoices have been satisfied by the Client.

(l) VCP agrees to advance Medical Consulting Services based on Client's mutual assent to this Agreement and the Client's actual or implied promise and commitment to the timely payment of the appropriate and agreed upon Medical Consulting Service Fees to VCP, following an award received by the Client from the VA.

**DISCLAIMER OF WARRANTIES:**

Except as otherwise provided herein, I hereby understand and agree to the above Terms of Services Provided by VCP and acknowledge that the Medical Consulting Services are provided "as is" and VCP expressly disclaims all warranties of any kind, whether express, implied, statutory or otherwise. \_\_\_\_\_

**5. INDEPENDENT MEDICAL OPINION DISCLOSURE**

At VCP, our mission is to continue to assist Veterans in uncovering legitimate VA service-connected disabilities and to provide medical evaluation to assist Client in supporting a claim for benefits that Client or a VA-accredited attorney, agent, or VSO independently prepares and submits to the VA. This goal may be accomplished, in part, through Independent Medical Professionals who provide credible and unbiased Independent Medical Opinions with a high professional standard of quality and integrity in their documentation.

By initialing next to each of the following, the Client acknowledges that, BEFORE executing this Agreement, he or she has read and understands the following terms and conditions VCP requires adherence to by any Independent Medical Professionals the Client chooses to utilize at Client's discretion. All Medical Professionals who engage in Independent Medical Opinions, Independent Medical Assessments or in any other capacity relating to Medical Consulting Services provided by VCP:

- a. \_\_\_\_\_ Provide credible and unbiased Independent Medical Opinions based upon the history that the Client provides to VCP, the available medical evidence therein and the Independent Medical Assessment thereby administered;
- b. \_\_\_\_\_ Have the right to reject a Client for under reasonable circumstances (*e.g.*, where the Client lacks credible evidence to establish a service connection).
- d. \_\_\_\_\_ Do not guarantee the resulting Independent Medical Opinion or Medical Assessments will prevail before the VA for the Client's claim for benefits. Moreover, where there is insufficient evidence to support the Client's disability, the Independent Medical Opinion or Medical Assessment may be inconclusive or unfavorable and provide no relative value in supporting the Client's claim.
- e. \_\_\_\_\_ Are independent, and VCP does not control or dictate the referenced Medical Provider's documentation in their Independent Medical Opinions and VCP provides no guarantee that their Independent Medical Opinion or Medical Assessment will support the Client's VA claim for benefits or an Appeal thereto.

I hereby understand the terms and conditions of VCP's Independent Medical Opinions services and acknowledge that I am solely liable and responsible for ensuring all time-sensitive VA-responses are filed with the VA within the appropriate deadlines, and I understand that VCP will not file any documents with the VA or do so on my behalf, including, but not limited to, Notice of Disagreement, VA Form-9's, and/or any other documents relating to VA claims for benefits or Appeals therefrom. This Agreement is complete and final, and overrides any, or any prior evidence of any, verbal or written representation(s) not included in writing in this Agreement made by VCP or any third-party on its behalf, unless such representations are in writing and signed by the VCP, General Manager or an Officer of the Company. \_\_\_\_\_

## **6. STANDARD FEES**

Except as otherwise provided below in Section 7, Supplemental Fees and Terms of Payment, of this Agreement, by initialing next to each of the following [terms and conditions], the Client acknowledges that, BEFORE executing this Agreement, he or she has read and understands the following terms and conditions of the Standard Fees and Terms of Payments as follows:

- a. \_\_\_\_\_ Client agrees to compensate VCP according to the Medical Consulting Fee Calculation and Schedule.
- b. \_\_\_\_\_ Client agrees to the Medical Consulting Fee Calculation in which VCP will receive five (5) times the difference between the Client's Monthly Benefits Award at the time this Agreement is executed and the Client's Increased Monthly Benefits Award subsequent to the Client receiving VCP's Medical Consultation Services. (*See Appendix I, Example of How VCP Calculates Fee: Scenario 1.*)
- c. \_\_\_\_\_ Client agrees to the definition of the term, "Monthly Increase", as provided in paragraph (d) below.
- d. \_\_\_\_\_ "Monthly Increase," to which the Client agrees payment of, is defined as: the difference between the Client's pre-consulting VA monthly compensation benefit award (*i.e.*, from previously awarded military service connected total combined disability claims percentage less any temporary rating increases such as convalescence) and the total post-consultation monthly compensation benefit and total combined disability rating percentage awarded (*e.g.*, from VA Compensation and Pension, Special Monthly Compensation, Concurrent Retirement and Disability Pay, and Combat Related Special Compensation Awards. etc.), inclusive of VA Compensation and Pension, Additional Spouse and/or Dependent Award, Concurrent Retirement and Disability pay, Combat Related Aid and Attendance, DIC, and Special Monthly Compensation Awards.
- e. \_\_\_\_\_ VCP does NOT charge you for miscellaneous expenses associated with the preparation of medical consultation packages, such as copy fees, fax transmission fees, mailing fees, etc., nor does VCP charge you any up-front fees for the work it does. VCP NEVER charges you a fee until you receive a favorable outcome.

I hereby understand the terms and conditions of VCP's Standard Fees and agree with the Medical Consulting Fee Calculations therefrom and promise to make timely payment of fees owed to VCP in accordance with Section 8. Payment Terms. \_\_\_\_\_



## 7. SUPPLEMENTAL FEES

Clients who fall into one of the following categories are responsible for the associated supplemental fees detailed below:

- a. \_\_\_\_\_ **CRDP SUPPLEMENTAL FEE** – Applies to Client’s who are receiving military retirement pay and currently being paid at a VA total combined disability rating of 10% to 40%.

NOTICE: A Client collecting monthly military retirement is not eligible for Concurrent Retirement Disability Pay (CRDP) above their retirement pay until the combined total service-connected disability rating reaches 50% or higher. In cases where a Client’s VA total combined disability rating is less than 50%, the Client’s military retirement pay is reduced by the total monthly VA disability check the Client receives from the VA.

As a result of the CRDP impact, Client’s fees to VCP will be dependent on whether we provide the medical consultation that helps Client get to that critical 50% rating threshold. Instead of paying the Standard Fee noted above, Client hereby agrees to the following:

After receiving medical consultation from VCP, if Client DOES NOT achieve the 50% VA Combined Service Connected Disability threshold, which allows Client to receive both full retirement pay and VA disability pay, then Client WILL NOT owe VCP anything for the rendered medical consulting services.

If at any time after receiving medical consultation from VCP, if Client DOES achieve the 50% or higher VA Combined Service Connected Disability threshold, which allows Client to receive both full retirement pay and VA disability pay, then Client will go from essentially receiving nothing for his or her VA service connected disability (other than some potentially favorable tax benefits) to receiving both full retirement pay AND VA disability pay each month and Client agrees he or she WILL pay VCP five (5) months’ worth of the TOTAL VA DISABILITY CHECK paid to Client each month by the VA when Client reaches the 50% or higher disability rating and/or any other Supplemental Fees listed in Section #7.

- b. \_\_\_\_\_ **APPEAL SUPPLEMENTAL FEE** - Client has a claim that has previously been denied and is being appealed.

NOTICE: Since these cases often involve significant additional work to secure an award for service connection, and they often require significant additional medical consulting to be performed, in addition to the Standard Fees listed in Section #6 and/or any other Supplemental Fees listed in Section #7, Client agrees to pay VCP 10% of the total gross retroactive payment awarded by the VA (before any legal or other fees are deducted for Client’s VA accredited attorney or agent, if applicable) within five (5) business days of Client receiving payment by the VA on Client’s claim. (See Appendix I, Example of How VCP Calculates Fee: Scenario 2.)

- d. \_\_\_\_\_ **CUE or CLEAR AND UNMISTAKABLE ERROR SUPPLEMENTAL FEE** – VA has historically made an error in the determination of a previously filed claim that received final adjudication from the VA more than 1 year ago and it is determined that the VA committed a Clear and Unmistakable Error.

NOTICE: Few Veterans have these claims in their files and even fewer still are aware of these claims. In the event we engage in medical consulting and Client receives an award for a CUE claim, the Client may be eligible to receive retroactive pay from the VA back to the initial filing date of the claim that was being processed when the VA made the error. In these cases, instead of paying the Standard Fee noted above, Client hereby agrees to the following:

Client agrees to pay VCP five (5) months’ worth of the highest monthly value of the CUE claim award PLUS 25% of the total gross retroactive pay (before any legal or other fees are deducted for Client’s VA accredited attorney or agent, if applicable) and/or any other Supplemental Fees listed in Section #7, due within five (5) business days of Client receiving payment on Client’s claim from the VA.

- e. \_\_\_\_\_ **HEARING AID CLAIM SUPPLEMENTAL FEE** - Client receives medical consulting relating to a hearing-related disability which may lead to the Client qualifying to receive VA medical treatment, to include hearing aids, for a hearing-related disability. Upon successful award of a hearing-related disability claim, Client agrees to pay either the Standard Fees listed in Section #6 and/or any other Supplemental Fees listed in Section #7, or a flat rate fee of \$1000 for this medical consulting, whichever is greater.

- f. \_\_\_\_\_ **PENDING CLAIM SUPPLEMENTAL FEE** - Client has pending claims that have not yet been adjudicated by the VA or Client files additional claims on his or her own while this agreement is in effect.

NOTICE: Any pending claims that have been filed prior to signing this agreement that have not been adjudicated by the VA, and additional claims that Client files on his or her own without VCP's assistance can dramatically impact the viability of Client's case while often adding substantial additional workload for VCP. Uncoordinated claim filing, to include erroneous claims filed without sufficient medical evidence, can adversely impact the medical evaluation and consultation strategy and may lead to significant processing delays by the VA and cause undesirable side effects for VCP and Client.

VCP STRONGLY prefers to NOT work on cases that have pending claims that have yet to receive a decision from a VA Regional Office and we would prefer to pass on cases where the Client intends to file additional claims on their own that are not consistent with the strategy developed by VCP. HOWEVER, if the Client wishes to proceed and not wait for those claims to finish routing through the VA claims system, Client hereby understands VCP may have to deploy resources and reevaluate and/or reengineer Client's VA claim strategy. Therefore, Client agrees that VCP will participate in ANY increased award from any pending claims the Client filed with the VA prior to executing this agreement or any pending claims the Client filed with the VA prior to executing this agreement or any new claims the Client files with or without VCP's medical consulting assistance after this agreement is filed up until the active claims VCP is working on with the Client are fully resolved and VCP advises the Client that this medical consulting agreement is no longer in effect.

**We encourage Client to NOT execute this agreement if Client has any pending claims and is not comfortable with VCP participating in the potential pending award. As of the effective date of this agreement, VCP's fee will be due regardless of whether the Client has a pending claim, or whether VCP provides medical evaluation used to support the initiation of the claim.**

History has proven that these cases are typically a mess and extremely time consuming and we prefer to avoid them at all cost. VCP's fee for these cases is equal to the to pay either the Standard Fees listed in Section #6 and/or any other Supplemental Fees listed in Section #7, whichever is greater for any previously filed claims or any claims the Client files on his or her own while this agreement is in effect.

- g. \_\_\_\_\_ **PRE-CONSULTING TEMPORARY RATING SUPPLEMENTAL FEE** - Client is receiving a temporarily increased rating (i.e. due to convalescence, the Client is receiving 100% pay for 12 months while Client recovers from a surgery, stroke or heart attack etc. when the Client's VA Total Combined Disability Rating prior to receiving the temporary rating is less than 100%).

NOTICE: The calculations for the Standard Fees listed in Section #6 and/or any other Supplemental Fees listed in Section #7, based on the rating and pay level Client had prior to the temporary increased rating since Client's temporarily increased convalescence rating will revert to the prior rating, or potentially even lower than that, (if the VA determines the Client's medical disabilities have improved). Client agrees to pay VCP's fee based on the difference between the disability rating Client was receiving prior to the temporarily increased rating and the newly awarded rating Client receives after VCP's medical consulting assistance.

- h. \_\_\_\_\_ **POST-CONSULTING TEMPORARY RATING SUPPLEMENTAL FEE** - In the event Client is awarded a temporary convalescent rating. Since these ratings are temporary in nature, VCP will NOT receive the standard five (5) months' worth of the monthly increased award Client receive. Instead, Client agrees to pay VCP 20% of Client's gross total monthly increase during the temporary convalescent period (for a maximum of 12 months) and/or any other Supplemental Fees listed in Section #7.

I hereby understand the terms and conditions of VCP's Supplemental Fees and Terms of Payment and agree with the Medical Consulting Fee Calculations therefrom and promise to make timely payment of fees owed to VCP in accordance with Section 8. Payment Terms. \_\_\_\_\_

## 8. PAYMENT TERMS

I PROMISE TO PAY VCP the total sum owed for medical consulting services provided, as outlined above in the Standard and Supplemental Fees sections of this document. In the event of my death prior to the completion of my case, I agree that my estate will be financially liable to provide payment for medical consulting services rendered.

WHEREAS, the undersigned Client, understand that within five (5) business days following receipt of any additional benefit payment from the VA, I must either:

- a. Pay the Total Sum Owed in full (REQUIRED when Veteran receives a Retroactive Payment that is greater than VCP's invoice).
- b. Enroll in VCP's Interest Free Automatic Monthly ACH Billing program to make 10 equal monthly withdrawals commencing on the next VA monthly payment day.
- c. Make 10 monthly payments commencing on the first VA monthly payment day immediately following my award equal to 1/10 of the Total Sum Owed PLUS a 1.5% monthly interest rate.
- d. Payments made online do not incur a processing fee. Payments made via telephone with a VCP representative will incur a \$20 processing fee.
- e. Failure to make payments according to the above terms within (5) days of the due date will result in a \$25 late payment fee and will subject the outstanding balance to a 2% per month interest rate, or the maximum permitted by law, whichever is less, plus all expenses of collection, for any unpaid balances. I agree to pay the aforementioned interest rate increase and expenses of collection if I do not pay VCP in accordance with the terms and conditions above.

WHEREAS, the undersigned Client, hereby agree that VCP or VCP Director(s), Manager(s), and/or Staff Member(s), will not be held liable for any losses or damages or any other liability whatsoever suffered or incurred by me or my heirs regardless of cause. I, the Client, specifically understand that I am 100% responsible for ensuring that I file any and all claims and necessary responses, appeals, or disagreements in a timely manner with the VA and VCP does NOT file any type of responses or documents on my behalf.

I hereby authorize VCP to contact me via phone and text messages, automated texting or calling for reminders, etc., and authorize VCP to discuss matters related to my claims with my family members, emergency contact person, or any referring or referred parties as VCP pursues the complete satisfaction of this agreement. \_\_\_\_\_

## 9. MISCELLANEOUS

- a. \_\_\_\_\_ **Entire Agreement, Modifications, and Waivers.** This Agreement contains the entire agreement between VCP and Client with respect to the subject matter hereof. This Agreement may not be modified except by written instrument signed by both Parties and referring to the particular provisions to be modified. If any provision of this Agreement is declared invalid or unenforceable, then the court shall replace the invalid or unenforceable provision with a valid and enforceable provision that most accurately reflects the Parties' intentions and the remaining provisions of this Agreement shall remain in full force and effect. Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Wherever the term "including" is used, it shall mean "including, but not limited to." This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes, and together shall constitute one and the same agreement.
- b. \_\_\_\_\_ **Headings, Advice of Counsel, and Drafting.** Headings used in this Agreement are provided for convenience only and will not in any way affect the meaning or interpretation of each section. The Parties acknowledge that they have been advised by counsel of their own choosing or have had the opportunity to consult such counsel, and therefore waive any canons of construction that would construe this agreement more heavily in favor of one party over the other, and that its terms will be interpreted without any bias against one Party as drafter.

- c. \_\_\_\_\_ **Governing Law, Disputes.** This Agreement shall be governed and construed exclusively by and under the laws of the State of Florida, without regard to its conflicts of laws rules. The state and federal courts located in Alachua County, Florida, shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby consents to the exclusive jurisdiction of such courts. In any dispute arising out of relating to this agreement, the prevailing party shall be entitled to recover its attorney fees and reasonable costs. If Veteran refuses to pay VCP as agreed, Client also agrees to pay VCP the costs of collection of such debt, including reasonable court and attorney fees and costs.
- d. \_\_\_\_\_ **Disclosure of Potential Conflict of Interest and Related Parties.** VCP may engage with other parties or refer Client to other companies or individuals that may offer to provide various additional products or services to Client either at no cost to the client or for a fee paid for by the Client. Client hereby acknowledges that VCP may receive financial consideration for these referrals and VCP or VCP's members may have financial interests in any parties Client may be referred to. Client's engagement with any companies or individuals that VCP refers them to is optional and any such engagement is at the Client's sole discretion.

**10. CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT**

I hereby acknowledge that the medical consulting performed by VCP or VCP affiliated medical professionals, and the medical consulting documents generated are Copyright protected work product and the consulting along with all copyrights, etc. are exclusively owned by VCP and I am hereby restricted from publishing, reproducing, distributing or sharing any of the documents produced with any party other than the VA unless specifically instructed to do so in writing by VCP. I hereby understand that breach of this confidentiality and non-disclosure may cause extensive financial damage to VCP or other Veterans and I will be held liable for such breach.

\_\_\_\_\_

In the event VCP has difficulty reaching me regarding an urgent matter, the following person will always know how to get in touch with me:

Emergency Contact's Name: \_\_\_\_\_  
 Client's Relationship to Emergency Contact: \_\_\_\_\_  
 Emergency Contact's Phone: (\_\_\_\_\_) \_\_\_\_\_  
 Emergency Contact's Email: \_\_\_\_\_

Client Name: \_\_\_\_\_  
 Client Phone: (\_\_\_\_\_) \_\_\_\_\_  
 Client SSN: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
 Client Email: \_\_\_\_\_  
 Total Combined VA Service Connected Disability Rating Percentage currently being received by the Client: \_\_\_\_\_  
 \_\_\_\_\_  
 Client currently receives: \$ \_\_\_\_\_.\_\_\_\_ monthly from VA for Disability.  
 Client's discharge status from Military is, or will be: \_\_\_\_\_.

IN WITNESS WHEREOF, the Client has executed this Agreement as of \_\_\_\_:\_\_\_\_ (p.m./a.m.) on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, when this document was electronically signed:

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

[APPENDIX I FOLLOWS ON NEXT PAGE]

## APPENDIX I

### EXAMPLE OF HOW VCP CALCULATES FEES - SCENARIO 1:

- ) A Veteran that is married and has no dependents and is currently rated at a 50% rating by the VA. He has applied for a new claim that has never been denied before, receives an increase to an 80% rating and is also awarded Special Monthly Compensation (SMC) at \$101.50 per month.
- ) Thus, the Veteran's total payment for services rendered is: Pre VCP Consulting: 50% = \$917.13 Post VCP Consulting 80% = \$1,680.48 + \$101.50 for SMC = \$1,781.98
- ) Difference in above (monthly increase) is [ $\$1,781.98 - \$917.13$ ] =  $\$864.85 \times 5$  months =
- ) TOTAL FEE OWED TO VCP = \$4,324.25
- ) *The Total Fee Owed to VCP can be **Paid in Full** (REQUIRED when Veteran receives a Retroactive Payment that is greater than VCP's fee) OR paid as follows:*
- ) *When enrolled in the VCP's Automatic Monthly ACH Billing Program, this is **payable over ten (10) monthly installments equal to 1/2 of the monthly increase** or \$432.43/mo.*
- ) *Not enrolled in the VCP's Automatic Monthly ACH Billing Program, this is **payable over ten (10) monthly installments equal to 1/2 of the monthly increase plus 18.00% APR interest and \$20 processing for any payments processed via a live operator (no processing fee for payments made online)** or \$489/mo.*

### EXAMPLE OF HOW VCP CALCULATES FEES - SCENARIO 2:

- ) A Veteran that is married and has no other dependents is currently rated at 50% rating by the VA. He receives an increase to 90% after the Veteran wins an appeal that was four years old.
- ) Thus, the Veteran's total payment for services rendered: Pre VCP Consulting: 50% = \$917.13 Post VCP Consulting: 90% = \$1,888.48
- ) Difference in above (monthly increase) is [ $\$1,888.48 - \$917.13$ ] =  $\$971.35 \times 5$  months' worth of payment = \$4,856.75
- ) Veteran also receives a retroactive gross award of \$46,624.80 for the four-year-old appeal, before legal fees and other deductions: 10% of \$46,624.80 = \$4,662.48
- ) The TOTAL payment due will be \$4,662.48 (10% of retroactive award) + \$4,856.75 (5 months of new monthly gain)
- ) TOTAL FEE OWED TO VCP = \$9,519.23
- ) **The Total Fee Owed to VCP MUST BE PAID IN FULL WITHIN 5 Days of Veteran's receipt of payment from the VA since the Veteran's Retroactive Pay is greater than VCP's fee.**

The above are examples to illustrate how the VCP's fees are calculated and paid. There is a wide range of potential outcomes for the fees payable to VCP that can range from zero to tens of thousands of dollars if you receive a substantial lump sum retroactive award.