

## Agreement for Public Benefit Legal Services and/or for Life Care Planning Services

This is an agreement between the **Law Office of David L. McGuffey, LLC** (“We” or “Us”) and You (“You”) for services to be rendered by us to you. The person or persons signing this Agreement are responsible, individually or jointly, for payment of all fees incurred.

**Initial Consultation:** Our fee for an initial consultation is \$300. The initial consultation fee is not refundable and is in addition to any other fee you may pay for our services.

**Scope of Agreement:** This is **not** a general representation Agreement. This Agreement is strictly limited to the Client identified in this paragraph and the services you have asked us to perform. The Client for whom we will be working is \_\_\_\_\_ (the “Client”). The services you have asked us to perform are as follows:

_____.	Life Care Plan;
_____.	Medicaid Application;
_____.	Evaluate Potential for Estate Recovery;
_____.	Will;
_____.	Special Needs Trust;
_____.	Durable Power of Attorney;
_____.	Durable Power of Attorney for Health Care;
_____.	HIPAA Release;
_____.	Transfer of Property;
_____.	Other: _____
_____.	Other: _____
_____.	Other: _____
_____.	Other: _____
_____.	Other: _____
_____.	Other: _____
_____.	Other: _____

**Legal Fees:** Choose option (A) or (B). Once we begin work, we will continue to bill you based on the option you choose:

\_\_\_\_\_ (initial) **(A) Flat Fee:** Client agrees to pay a flat fee of \$ \_\_\_\_\_ to Us for all legal services in the planning and execution of a Life Care Plan for the Client, including the preparation of a Medicaid application and attendance at a Medicaid intake interview (if requested by the Client or the Client’s representative). The flat fee will be paid in full, in advance and is non-refundable. The flat fee does not cover out of pocket expenses that We may pay on your behalf. Those costs are in addition to the Flat Fee. Further, if you request additional services, then a separate fee will be required for those services.

\_\_\_\_\_ (initial) **(B) Hourly Rate:** We cannot predict or guarantee what your final bill will be if you choose this option. That will depend on the amount of time spent on your case and other expenses. It is our experience that legal fees typically equal or exceed what it would cost to pay for nursing home care for one month at the private pay rate. All services performed will be for the Client. We will begin work on your case after payment of a non-refundable retainer of **\$1,500.00**. The first \$300 of this retainer will be applied toward your Initial Consultation. The remainder will be applied toward time spent developing an asset preservation plan (essentially, a menu of options available given your circumstances) regardless of the actual time spent. All services beyond development of the asset preservation plan will be billed in *quarter hour* intervals at the following rates: **\$300** per hour for the services of David L. McGuffey, attorney; **\$100** per hour for Dave Hastey, Geriatric Care Manager; and **\$75** per hour for SeRonda Phillips, Paralegal.

**Certain Exclusions:** Our services are strictly limited to the scope of your agreement with us and to work for the Client identified in this Agreement. Unless we specifically agree in writing, our services do **not** include work for other persons and does **not** include other matters such as guardianships; conservatorships; litigation, hearings, and appeals, Probate Court unless otherwise agreed to; discharge hearings; preparation and filing of state and federal income, gift, or estate tax returns; tax opinions; real estate title work; Social Security claims; any matters involving travel more than 100 miles from our office. Our Agreement does not include health care assessment or services. We will not offer advice regarding investments or financial planning. You agree that, except where the law would provide otherwise, we are working for you and that there are no third party beneficiaries to this Agreement.

**Costs and Expenses.** Our fee does **not** include out of pocket costs or expenses that we may have to spend on your behalf. Those expenses, if any will be charged to you and you agree to pay them. Cost and expenses include, but are not limited to: court costs, tax advisor services, financial advisor services, accountants' fees, appraisers' fees, title search fees, recording fees, overnight delivery charges, and any other expenses that are reasonably related to your Plan.

**No Guarantee. We will provide conscientious, competent, and diligent services and at all times will seek to achieve solutions that are just and reasonable for you. However, because of the uncertainty of legal matters, especially pertaining to the Medicaid laws, the interpretation and changes in the law and many unknown factors, we cannot and do not warrant, predict, or guarantee results or the final outcome of any matter.**

**When this Agreement Ends.** If you choose option (A), our obligation to perform services ends when we finish our work on your case which will be agreed when we review your plan at our Second meeting. If you choose option (B), our services end either when we finish our work as agreed upon when we review your plan at our Second meeting or when your bill remains unpaid for more than thirty (30) days, whichever comes first. Our work also ends upon your death or if you move to another State. Our obligation may also end for any reason in which we are unable to provide services to you because it is impractical, impossible, unlawful, or unethical. Our obligation also ends if you terminate our services or, upon the death or disability

of David L. McGuffey.

**Elder-Centered Approach.** As stated above, we are an Elder Law firm. We will not knowingly take a position that harms an Elder and it is our goal to improve the quality of life for those Elders we serve. Because we take this approach, we do not approach cases with asset protection as the central goal. Instead, we will try to protect the Elder, even if that means advising you to spend money on health care. By entering into this Agreement with us, you expressly authorize us to act in your best interests at all times in order to further this goal.

**Governing Law:** You agree that this Agreement is executed when accepted by Us and that we are accepting your case in our Office in Dalton, Georgia. This Agreement is governed by Georgia law.

**Notice of Potential Conflicts and Waiver:** If your interests would be different from those of others (e.g., your Spouse or your children), then a potential conflict of interest may exist. We strongly urge all persons with different interests to retain their own lawyer. However, you may waive potential conflicts if you so choose. Please indicate below whether we may represent you and speak with your relatives even if there are potential conflicts of interest.

<p>_____ (<i>initials</i>) I waive any potential conflict of interest and the Law Firm may speak with my family members, including persons signing below, and others about my case to the extent necessary to provide those legal services I need.</p> <p>_____ (<i>initials</i>) I do not waive any potential conflict of interest. Do not speak with anyone else about my case.</p>
---

**Signatures.** You and we have read and agree to this Agreement. You have been given a copy of this Agreement.

By \_\_\_\_\_ Dated \_\_\_\_\_

By \_\_\_\_\_ Dated \_\_\_\_\_

Your Name or Your Attorney-in-Fact  
under a Power of Attorney

**Accepted by the Law Office of David L. McGuffey, LLC**

By \_\_\_\_\_ Dated \_\_\_\_\_

David L. McGuffey