



UNITED STATES  
DEPARTMENT OF LABOR

## Office of Workers' Compensation Programs Division of Energy Employees Occupational Illness Compensation (DEEOIC)

### Information for Claimants Regarding Authorized Representative (AR) Services

**A claimant may authorize any person to represent them on a claim filed under the Energy Employees Occupational Illness Compensation Program Act (EEOICPA).** Although a claimant is not required to designate a representative, if one is appointed, a claimant may appoint only one (1) Authorized Representative (AR) at a time.

**Decision-Making Authority** - A claimant has the ultimate decision-making authority in choosing to designate or remove an AR from acting on their behalf - and can exercise this authority at any time for any reason.

**Authorization in Writing** - An AR appointment must be in writing and include the AR's full name, telephone number, and mailing address. Before a claims examiner (CE) can take any action at the representative's direction, DEEOIC must have a copy of the signed and dated written appointment of the AR on file. Once the AR is appointed, the CE will contact the AR by letter to acknowledge the appointment and describe the extent to which the representative has an active role in the claims process.

**Length of Appointment** - The DEEOIC recognizes the authority of a properly appointed AR throughout the entire claims process, unless (or until) the claimant withdraws the appointment, the representative withdraws, or the claimant dies.

**Authorized Representative's Role** - A properly appointed AR has the authority, to the same extent as the claimant, to present and seek evidence to support the claim, access and obtain information from the case file, interact with DEEOIC staff, receive correspondence, receive copies of decisions, submit objections, make factual or legal arguments, exercise appeal rights pertaining to the claim, and seek medical authorizations.

**Limitations to the AR's Role** - An appointed AR, who does not possess legal authority through a power-of-attorney or court document to act on behalf of a claimant, does not have authority to sign for a claimant in initiating a claim (cannot sign Forms EE-1, EE-2, or EE-1A), nor does the authorized representative have authority to sign an EN-20 Payment Form.

**Power of Attorney** - A person with power-of-attorney to act in the name of the claimant is known as an "attorney-in-fact." The authority of an attorney-in-fact depends on the language used in the document delegating such authority. A person with power-of-attorney may authorize a person to take a variety of actions, such as speaking with district office staff, signing documents and forms, signing the EN-20, etc. An attorney-in-fact may also appoint an AR to act on behalf of the attorney-in-fact. When that happens, DEEOIC will only recognize and communicate with the AR.

**Communication with DEEOIC Staff** - Once an AR has been properly designated, DEEOIC staff will communicate with the AR and copy them on all written interactions intended for the claimant. DEEOIC staff may also communicate with the designated representative's employees, e.g., legal assistants, administrative staff, paralegals, and others in the employment of the representative. The DEEOIC considers any communication sent to an AR the same as communication to the claimant.

**Representative Fees** - An AR may charge a claimant a fee for their services. The claimant is solely responsible for paying all costs associated with the actions of a representative. The Office of Workers' Compensation Programs (OWCP) will not reimburse a claimant for any fees paid to a representative, nor is it liable for any fee or other cost relating to an agreement between a claimant and representative. Disputes over payment of fees, the quality of services rendered, or collection of monies owed are a personal matter between a claimant and the AR.

**Fee Limits** - Under DEEOIC regulations, for services rendered in connection with a claim pending before DEEOIC, a representative may not receive more than the following percentages of a lump-sum payment made to a claimant: 1) two percent (2%) for the filing of an initial claim with OWCP, provided that the representative was retained prior to the filing of the initial claim; plus 2) ten percent (10%) of the difference between the lump-sum payment made to the claimant and the amount proposed in the recommended decision (RD) with respect to objections to the RD. The maximum fee limitations apply even if the claimant and AR have agreed to other amounts in a contract or otherwise. Any complaint of a violation of the fee schedule will be referred to the DEEOIC National Office, Policy Branch, which will work with the Solicitor of Labor to determine if a referral to the Department of Justice is appropriate.

**Conflicts of Interest** - The duty of an AR under the EEOICPA is to the appointing claimant. A conflict of interest may exist if there is evidence that the AR is receiving financial benefits associated with the claim, aside from the authorized fee permitted under the law. An incidence of conflict of interest includes evidence showing the AR works for, or is contracted by, an individual, organization, or entity that concurrently receives monetary payment from DEEOIC for services, supplies, or other resources affiliated with the claim. This includes a representative who is a family member or other relative of the claimant receiving a wage, contractual payment, or fee from a medical service provider authorized to provide in-home health services for that claimant.

**Removal and/or Replacement of an Authorized Representative** - A claimant may elect to remove or change a representative at any time and for any reason. When removing a representative, the claimant must submit a signed and dated written request that identifies the person being removed as representative. When replacing a representative, the claimant must state in writing that they are removing the previous representative and replacing that person with another person. The claimant must name the previous representative and name the new representative. Once a claimant removes a person from serving as their representative, the assigned CE or Final Adjudication Branch staff person can no longer interact with that individual in relation to the claimant's case file.

**Death of the Claimant** - If a claimant dies, their DEEOIC representative appointment ceases. In addition, any appointment such as an attorney-in-fact under a POA, or a conservator under a conservatorship, ends.

**Questions?** For more information regarding representative service, please contact our Resource Center staff by phone at 1-866-888-3322.