

Energy Employees Occupational Illness Compensation Program Act (EEOICPA)



Information for Claimants Regarding Representative Services

Under 20 C.F.R. §§ 30.600 and 30.601, a claimant may authorize any person, not otherwise prohibited by law, to represent him or her on a claim filed under the EEOICPA. *You do not have to be represented in order to file a claim or receive payment.* However, should you choose to have another person represent you on your claim, please note the following:

Exclusive Representation - If you choose to have an authorized representative (AR), you may appoint only one person at a time.

Authorization in Writing - Any appointment must be in writing. You may appoint an AR by filling out an *Authorization for Representation/Privacy Act Waiver* (available from your claims examiner). Your request should include the representative's full name, telephone number and address. Your claims examiner (CE) must obtain a copy of the written appointment of an AR before taking any action at the representative's direction. Once you appoint an AR, the CE contacts the representative 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 Division of Energy Employees Occupational Illness Compensation (DEEOIC) recognizes the authority of a properly appointed AR throughout the entire claims process (including any hearing), unless or until you withdraw the appointment.

Authorized Representative's Role - Unless your authorization specifies otherwise, a properly appointed AR has the authority, to the same extent as you do, to receive correspondence, present or seek evidence, obtain information from the case file, argue factual or legal issues and exercise appeal rights pertaining to the claim while under the jurisdiction of the DEEOIC. An AR does not have authority to sign the EN-20 unless he or she has also been granted power of attorney.

Notice Requirements - Any notice requirement in the Act or the regulations is fully satisfied if a notice is served on an AR; i.e., it has the same effect as a notice served on the claimant. If the correspondence indicates that a response is warranted or additional information is required, it is expected that the AR will contact you to make the necessary arrangements.

Representative Fees - An AR may charge you a fee for costs associated with his/her activities regarding the Energy Employees Occupational Illness Compensation Program Act (EEOICPA). The claimant is solely responsible for paying any fee or other costs associated with the actions of a representative. The DEEOIC will not reimburse you, nor is it liable for the amount of any fee and other costs relating to an agreement between you and your representative.

Permissible Charges - Under the regulations implementing 42 U.S.C. § 7385g, an AR is permitted to charge an appropriate fee for services related to a claim before DEEOIC. Maximum fee limitations apply even if the claimant and AR have agreed to other amounts in a contract or otherwise. The maximum allowable percentage of a payment of lump-sum compensation that can be collected as a fee is as follows: (1) two percent (2%) for the filing of an initial claim with DEEOIC, 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 with respect to objections to a recommended decision.

Conflicts of Interest - The duty of an AR under the EEOICPA is to the appointing claimant. This focus can be diminished if the appointed AR has a private non-representative financial interest other than his or her fee for serving as an AR. If your AR can benefit financially from your claim due to something other than the statutorily limited fee for representing you, then there is a prohibited conflict of interest. An AR will be considered to have a prohibited conflict of interest if, for example, in addition to being an AR, he/she is also being paid by DEEOIC, directly or indirectly, as a provider of authorized medical services, durable goods, or home health care services. In these instances, the AR is required to notify DEEOIC and withdraw as representative. NOTE: A spouse or family member serving as an authorized representative is not considered to have a conflict of interest merely because of the fact that they are assisting the employee to obtain medical or lump sum compensation; however, a spouse or family member who is being paid by DEEOIC for home health care services may not serve as an AR.

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 written instrument delegating such authority. 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.

Privacy Act Waivers - Privacy Act waivers grant DEEOIC permission to copy documents from the case file and send them to a person of the claimant's choosing. This person may be anyone the claimant wishes to receive material from the file. The designated person will have no authority to make requests for additional information or sign documents on behalf of the claimant, unless the claimant submits additional documentation showing that the designee has such authority.

Personally Identifiable Information (PII) - PII is defined as information which can be used to distinguish or trace an individual's identity. Protected PII is defined as PII whose disclosure could result in harm to the individual whose name or identity is linked to that information. Examples include, but are not limited to, your social security number, residential address, telephone number, date of birth, place of birth, mother's maiden name, medical records, financial records, criminal records, credit card number, or bank account numbers. Federal employees and contractors adhere to certain rules of conduct in safeguarding claimants' sensitive data including PII and are subject to corrective actions for failure to do so. You should discuss your expectations for protecting your PII with your AR since he or she will be handling your records and will have access to a portion of your sensitive data. Remind your AR that any information posted to his or her website should include redaction of sensitive data for security purposes.