



**Texas Legal Protection Plan, Inc.
2018 Participating Attorney Agreement**

This Participating Attorney Agreement (Agreement) is between Texas Legal Protection Plan, Inc. (Texas Legal) and the Applicant:

SECTION 1 – Definitions

“Participant” and “Insured” are persons covered under Texas Legal issued legal services plans, such as the Group Legal Services Plan or the Independent Policy for Legal Services.

“Covered Services” is the legal services for which coverage is available to the Participant or Insured. On Texas Legal Fee Schedules, these are titled and referred to as “Benefits” or “Covered Legal Services,” or both.

“Non-Covered Services” are either (1) legal services for a legal matter that is not covered and not specifically excluded under a Participant’s or Insured’s policy or (2) the legal services provided after a Participating Attorney has exhausted the maximum possible benefit available for a Covered Legal Service that an effective and applicable Texas Legal Fee Schedule expressly states has limited coverage. Option (2) above would be eligible for a 25% discount off of the Participating Attorney’s normal and customary rate.

“Participating Attorney” is a person licensed to practice law in the jurisdiction in which legal services are to be provided and who maintains a law office, is regularly engaged in the practice of law, is in good standing with the State Bar of Texas and who has: (a) completed, signed and delivered to Texas Legal the application form which is enclosed herein; (b) submitted proof of coverage under a professional liability policy providing limits of coverage of not less than \$100,000 per occurrence and \$300,000 per year aggregate; (c) submitted a completed and signed W-9 form; (d)) has agreed to be subject to and act consistently with this Agreement and any subsequent amendments thereto as well as the policies and procedures delivered by Texas Legal and (d) been accepted as a Participating Attorney by Texas Legal. A Participating Attorney is not a law firm or other entity.

SECTION 2 – Payment

PARTICIPATING ATTORNEYS AGREE TO ACCEPT THE AMOUNT PAYABLE PURSUANT TO THE EFFECTIVE AND APPLICABLE TEXAS LEGAL FEE SCHEDULE, AS DETERMINED AND DESIGNATED BY TEXAS LEGAL IN RESPONSE TO PARTICIPATING ATTORNEYS’ REQUEST FOR AUTHORIZATION TO RENDER COVERED SERVICES, AS PAYMENT IN FULL FOR COVERED SERVICES RENDERED TO A PARTICIPANT OR INSURED AND SHALL NOT MAKE ANY ADDITIONAL CHARGES TO THE PARTICIPANT OR INSURED FOR SUCH COVERED SERVICES.

Notwithstanding the preceding paragraph, Participating Attorneys are not obligated to accept the amount payable pursuant to the effective and applicable Texas Legal Fee Schedule, as determined and designated by Texas Legal in response to Participating Attorney’s request for authorization to render Covered Services, as payment in full for Covered Services rendered and are further allowed to balance bill the Participant or Insured for legal services when:

- (a) the Texas Legal Fee Schedule expressly states that a specific Covered Legal Service rendered or contemplated is limited and “balance billing” is an option for that service;
- (b) the Participating Attorney first exhausts the maximum coverage available, such as incurring the maximum number of billed hours available, pursuant to the applicable Texas Legal Fee Schedule for that Covered Service;
- (c) the Participating Attorney agrees that a payment pursuant to the applicable Texas Legal Fee Schedule made by Texas Legal is payment in full for the portion of work, such as the covered billed hours incurred, for which Texas Legal issued compensation;
- (d) the Participating Attorney agrees to be bound by any restrictions and conditions in the balance billing process unique to the Covered Service rendered or contemplated as stated in the applicable Texas Legal Fee Schedule; and
- (e) the Participating Attorney provides written notice of the out of pocket expense to the Participant or Insured, as applicable and the Participant or Insured agrees to same.

PARTICIPATING ATTORNEYS AGREE:

- (a) IN THE EVENT THAT TEXAS LEGAL DENIES A CLAIM, AND ANY SUBSEQUENT APPEALS IF SUBMITTED, FOR FAILURE TO TIMELY FILE A CLAIM ACCORDING TO THE CLAIM FILING DEADLINE ON THE APPLICABLE FEE SCHEDULE;

- (b) IN THE EVENT THAT TEXAS LEGAL DENIES A CLAIM, AND ANY SUBSEQUENT APPEALS IF SUBMITTED, FOR LACK OF REQUIRED DOCUMENTATION AS REQUESTED BY TEXAS LEGAL IN THE "REQUIRED DOCUMENTATION" SECTION OF THE APPLICABLE TEXAS LEGAL FEE SCHEDULE FOR EACH COVERED SERVICE;
- (c) IN THE EVENT THAT TEXAS LEGAL DENIES A CLAIM, AND ANY SUBSEQUENT APPEALS IF SUBMITTED, DUE TO ANY ATTORNEY ERROR IN THE CLAIM SUBMISSION PROCESS SUCH AS MISREADING, MISUNDERSTANDING, OR MISINTERPRETING CORRESPONDENCE OF TEXAS LEGAL EXPRESSLY INDICATING THAT THERE IS NO COVERAGE FOR THE CONTEMPLATED LEGAL SERVICE AND RENDERING THE SERVICE DESPITE THE CORRESPONDENCE;
- (d) IN THE EVENT THAT TEXAS LEGAL DENIES A CLAIM, AND ANY SUBSEQUENT APPEALS IF SUBMITTED, FOR ANY COMBINATION OF THE ABOVE REASONS; OR
- (e) IN THE EVENT OF ANY COMBINATION OF EVENTS (a)–(d) immediately above, THE PARTICIPATING ATTORNEY SHALL NEITHER CHARGE THE PARTICIPANT NOR THE INSURED ATTORNEY'S FEES OR EXPENSES FOR THE RENDERED COVERED SERVICES, NOR SEEK TO ENFORCE ANY AGREEMENT BETWEEN THE PARTICIPATING ATTORNEY AND THE PARTICIPANT OR INSURED THAT OBLIGATES THE PARTICIPANT OR INSURED TO MAKE PAYMENT FOR THOSE COVERED SERVICES, PAYMENT FOR WHICH WAS DENIED BY TEXAS LEGAL.

Participating Attorneys further agree that time involved in communicating with Texas Legal by phone, fax, mail, or e-mail will not be billed to Texas Legal or to the Participant or Insured. Inasmuch as the amount payable for Covered Services do not provide for filing fees, court costs, reporter's fees, travel and other miscellaneous costs in any proceeding, a Participating Attorney is entitled to obtain reimbursement from the Participant or Insured for such out-of-pocket expenses. For travel by car specifically, Participating Attorney is entitled to reimbursement only for mileage at the standard mileage rate set by the Internal Revenue Service that was in effect during the time that the travel was undertaken. Participating Attorney may contact Texas Legal for more information regarding these limits of the legal services plan of his or her client.

Texas Legal shall pay the Participating Attorney according to the rates set forth in the Texas Legal Fee Schedule that applies to the Covered Services rendered. Participating Attorneys who provide Covered Services for Participants or Insureds shall be paid directly by Texas Legal as follows:

- (a) Promptly following completion of:
 - (1) legal services or legal representation under a Covered Legal Service, except where the applicable Texas Legal Fee Schedule expressly allows for filing a claim prior to the Participating Attorney concluding the legal matter, and
 - (2) submission of a claim in a form acceptable to Texas Legal, which includes a Texas Legal claim form and any other required documents and information as specified on the applicable Texas Legal Fee Schedule,
- (b) Payment for such Covered Services shall be subject to the provisions and conditions contained in both this Agreement and the Texas Legal Fee Schedule that was effective at the time the Covered Services were begun for that particular Participant or Insured as determined by Texas Legal.

SECTION 3 – Acceptance/Rejection of Participant or Insured or Withdrawal from Representation

Participating Attorneys shall accept each Participant or Insured who requests Covered Services under an area of law that the Participating Attorney has agreed to provide, and the Participating Attorney shall render prompt and professional services to the Participant or Insured in accordance with the Texas Code of Professional Responsibility. The attorney may, however, reject a Participant or Insured on any reasonable grounds, but shall not reject any Participant or Insured seeking Covered Services by reason of the amount payable for Covered Services to which the Participating Attorney may be entitled. If a Participating Attorney withdraws from further representation of a Participant or Insured, the attorney shall promptly report the reason for such withdrawal to Texas Legal in writing and submit a claim for legal services following the procedures in and subject to the provisions of SECTION 2 of this Agreement within 72 hours of withdrawal. Any such withdrawal by the Participating Attorney shall be done in a manner to ensure no prejudice to the Participant or Insured, as applicable, and to comply with all applicable law and court procedure.

If the legal services sought by a Participant or Insured are Covered Services, Participating Attorney must provide such services pursuant to the Participant's or Insured's policy and accept the benefit allowed under the Texas Legal Fee Schedule, unless after disclosure of coverage and services regarding same to Participant or Insured, as applicable, Participant or Insured requests that the Participating Attorney provide said services outside of the policy and bills Participant or Insured, as applicable, directly.

SECTION 4 – Participating Attorney Panel Directory

Only Participating Attorneys shall be included in any directory or other listing of attorneys disseminated by Texas Legal to eligible clients or their representatives.

SECTION 5 – Other Practice

Participating Attorneys shall be free to serve clients other than Participants or Insureds and to otherwise conduct a practice of law without the interference or control of Texas Legal.

SECTION 6 – Non-Covered Services

Participating Attorneys who provide Non-Covered Services shall look to the Participant or Insured for payment of such services. Participating Attorneys who offer to provide Non-Covered Services to a Participant or Insured shall offer a 25% discount off the Participating Attorney's customary rate, be it a flat fee rate or hourly rate, for those Non-Covered Services, unless the applicable and effective Certificate of Coverage or Independent Policy for Legal Services explicitly states that the legal matter is excluded from all coverage under the Participant's or Insured's policies. Participating Attorney shall immediately notify the Participant or Insured in writing when Non-Covered Services are requested. The decision and Agreement to provide such services are strictly a matter of an attorney/client relationship, and TL shall have no liability or obligation for same.

SECTION 7 – Sharing Compensation

No third party (other than a partnership or a legal service corporation of which the Participating Attorney is the member) shall receive any part of the consideration paid to a Participating Attorney for furnishing legal services to a Participant or Insured pursuant to a legal services plan issued by Texas Legal. Notwithstanding the forgoing, where the legal work is shared with another Participating Attorney, each Participating Attorney may receive the portion of the benefit attributable to the work that Participating Attorney provided. Only lawyers that are Participating Attorneys may provide legal services to or for the benefit of a Participant or Insured. Paralegals and legal assistants under the supervision of a Participating Attorney may assist in the Participating Attorney services provided to or for the benefit of a Participant or Insured, provided said paralegal or assistant is disclosed to and approved by, in writing, Texas Legal. Any person that provides services for a Participant or Insured pursuant to a Texas plan shall be reflected on the claims documentation provided to Texas Legal.

SECTION 8 – Interference

Neither Texas Legal nor any third party shall interfere with or control the performance of the duties of the Participating Attorney to their client, excepting that Participating Attorneys may not delegate a Participant's or Insured's case in total or any of the work required to adequately service a Participant's or Insured's case to another attorney who is not a Participating Attorney with Texas Legal. This exception is intended to protect Texas Legal Participants and Insureds by ensuring that Participants and Insureds receive services from an attorney who has agreed to adhere to Texas Legal policies and who has effective malpractice insurance in the event that malpractice occurs.

SECTION 9 – Publicity

A Participating Attorney may promote or publicize his or her status as such, only insofar as he or she does so in compliance with the Texas Code of Professional Responsibility and the Texas Supreme Court Rules of Practice, as from time to time amended.

SECTION 10 – Records

A Participating Attorney shall keep accurate and current books and records concerning each Participant or Insured advised or represented, the subject on which advice was given or representation offered or provided, the length of any conferences, the amount of time spent by the Participating Attorney in providing advice or representation, the disposition of the matter, and any charges made to the Participant or Insured for non-covered legal services. A Participating Attorney shall make such books and records available to Texas Legal at reasonable times. Nothing in this Agreement shall require a Participating Attorney to reveal any confidential attorney-client information unless the Participant or Insured waives the privilege or applicable law allows for such disclosure.

SECTION 11 – Notices and Claims

Prior to rendering services to a Participant or Insured, the Participating Attorney shall submit a written request to Texas Legal for authorization of the proposed services and receive confirmation of the availability of coverage for proposed services. At the same time, Participating Attorney shall also identify every person who will provide the proposed services and obtain approval of any person that is not a Participating Attorney. Texas Legal will promptly respond to such requests. Claims submitted for services that were not authorized by Texas Legal will be denied. The Participating Attorney shall submit interim status reports that Texas Legal may from time to time reasonably request.

SECTION 12 – Expulsion and Resignation

A Participating Attorney shall be deemed to have withdrawn from Texas Legal:

- (a) By written request from Participating Attorney submitted to Texas Legal to be effective upon receipt by Texas Legal that includes a plan for handling all open matters;
- (b) Automatically upon (1) ceasing to be an attorney in good standing with the State bar of Texas, or (2) no longer being engaged in the practice of law;
- (c) By decision of Texas Legal made after attorney has failed to provide proof of professional liability insurance to Texas Legal in the amounts required by Texas Legal as stated in Section 1 of this Agreement;

- (d) By decision of Texas Legal made after attorney has failed to complete the Texas Legal Annual Confirmation;
- (e) By decision of Texas Legal, made after such attorney has an opportunity to be heard, for: (1) violation of the Agreement or any policies, procedures, or rules of Texas Legal then in effect and provided to Participating Attorney; or (2) providing unnecessary legal services; or (3) being discourteous to Participants or Insureds; or (4) involvement in grievance procedures which in more than one instance has resulted in determinations unfavorable to such attorney; or (5) any unprofessional conduct or misrepresentation to a Participant or Insured or Texas Legal; or (6) any justified complaint by a Participant or Insured.

In the event of a, b, c, d, or e, or any combination thereof, as stated above, the Participating Attorney shall continue to be bound by the obligations specified in this Agreement with respect to completion of Covered Services theretofore undertaken and payment for such Covered Services.

SECTION 13 – Amendment

This Agreement is subject to revocation, amendment or other modification at any time by Texas Legal, but any revocation, amendment or modification shall not abridge any rights accrued or obligations incurred prior thereto.

SECTION 14 – Change of Status

A Participating Attorney shall immediately notify Texas Legal in writing of any change of address, email address, or telephone number, or any change of actual or impending circumstances, which might affect their status as a Participating Attorney.

SECTION 15 – Confidentiality of Payment Rates

Participating Attorneys shall not communicate by any means to any third parties, including but not limited to Texas Legal Participants and Insureds, any amount payable for a Covered Service pursuant a Texas Legal Fee Schedule. This information is proprietary, and Texas Legal retains the sole right to disclose this information at its sole discretion. This prohibition does not apply to instances where Participating Attorneys share Texas Legal Fee Schedules and payment rates with their own staff members for the purpose of obtaining assistance with filing claims with Texas Legal. Any such employee should be subject to the same confidentiality required by this section.

SECTION 16 – Arbitration

Texas Legal and the Participating Attorney agree to submit to final and binding arbitration regarding any and all disputes, claims (whether in tort, contract, statutory or otherwise) and/or disagreements concerning the interpretation or application of this Agreement and/or Participating Attorney’s engagement by Texas Legal. Any such dispute, claim and/or disagreement subject to arbitration pursuant to this SECTION shall be resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). Arbitration under this provision must be initiated within thirty (30) days of the action, inaction or occurrence about which the party initiating the arbitration is complaining. Within fifteen (15) business days of the initiation of arbitration hereunder, each party will designate an arbitrator pursuant to the AAA rules. The appointed arbitrators will appoint a neutral arbitrator from the panel in the manner prescribed in the AAA rules. The Participating Attorney and Texas Legal agree that the decision of the arbitrators selected hereunder will be final and binding on both parties. This arbitration provision is expressly made pursuant to and shall be governed by the Federal Arbitration Act. 9 U.S.C. SECTION 1-14. The parties hereto agree that pursuant to SECTION 9 of the Act that a judgment of the United States District Court for the Northern District of Texas, Dallas Division of Texas shall be entered upon the award made pursuant to the arbitration.

SECTION 17 – Plan Wording Controls

Any variation in language defining the coverage and limitations of the Covered Legal Services between this Agreement and the Participant’s or Insured’s policy shall be determined by the wording of the policy.

SECTION 18- AUDIT

If, at any time, Texas Legal suspects that a Participating Attorney has breached this Agreement or has acted in such a way to warrant termination under Section 12 herein, or if a Participant or Insured has made a complaint against a Participating Attorney, Texas Legal may audit the Participating Attorney’s books and records related to all Texas Legal services, business, and legal work. Otherwise, for control of quality and compliance, Texas Legal has the right to audit a Participating Attorney’s books and records related to all Texas Legal services, business, and legal work on an annual basis.

Signature

Date

Print Name