

Texas Legal Attorney Application



Texas Legal Overview

Created in 1972 by the State Bar of Texas, Texas Legal is a non-profit Texas based legal benefit organization providing quality and affordable resources to help Texans resolve everyday legal matters. Texas Legal works similar to a health care plan, except there are no co-pays or deductibles. Our members choose a Participating Attorney from an experienced panel that fits their legal needs. Participating Attorneys bill Texas Legal directly for covered services, and in turn Texas Legal issues compensation directly to the Participating Attorney. Texas Legal serves to help people protect their families, finances, and futures.

Our mission directly serves the greater mission of the State Bar of Texas. Texas Legal has partnered with attorneys based in the Lone Star State for over 50 years, and provides Texas attorneys with a valuable opportunity to address their responsibility to the State of Texas and the needs of Texans.

Texas Legal provides the following to Participating Attorneys:

- A free way to build your practice and gain exposure to Texas Legal's member network.
- A personalized website listing on the Texas Legal [Attorney Finder](#), which provides online exposure for you and your practice.
- Liberty to accept or decline cases.
- Prompt payment for services, with payments made within 7 to 10 business days of receipt of a completed claim form.

Texas Legal Participating Attorney qualifications:

- Texas licensed attorney in good standing with the State Bar of Texas.
- Maintain Professional Liability Insurance (PLI) of \$100,000 per claim and \$300,000 per year.
- Agree to provide services to members at Texas Legal Fee Schedule rate.

Attorney Application Process

Needed Documentation:

1. **Completed and signed Participating Attorney Application** – complete the Attorney Application with the requested information including identification, payment information, education, license, practice information, and the types of services you wish to practice for Texas Legal Members.
2. **Signed Texas Legal Attorney Agreement** – provide a signed copy of the Attorney Agreement.
3. **Copy of your Professional Liability Insurance (PLI) Declarations Page (Dec Page)** – provide a current copy of your PLI Dec Page. Texas Legal requires Participating Attorneys to have PLI coverage of \$100,000 per claim and \$300,000 aggregate.
4. **Completed W-9 Form** – this ensures that payment is correctly issued and reported.
5. **Completed Direct Deposit Enrollment Form**
6. Optional: Signed Attorney Addendum – should you wish to be a part of the Legal Access Line, sign and return the addendum (participation in the Legal Access Line is voluntary).

What to Expect:

- Texas Legal will confirm the receipt of an application via email.
- Allow up to 30 business days for Texas Legal to process your application.
- Once your application is processed, Texas Legal will provide you your Texas Legal Participating Attorney Identification Number, Attorney Finder Profile link, and documents to guide you through our program.
- Access to the Provider Portal- Provider account information only visible to you. Claim and authorization request and tracking. Member Lookup Feature to confirm members coverage status prior to requesting benefit authorization.

Where to submit and how to contact Texas Legal:

Texas Legal
Attorney Services
7500 Rialto Boulevard, Building I, Suite 120
Austin, Texas 78735

Phone: (512) 327-1372; Ext 109
Fax: (512) 327-0163

Sonia Estrada, Provider Relations Manager

attorneys@texaslegal.org
www.texaslegal.org

PARTICIPATING ATTORNEY APPLICATION

New Attorney Change/Update Attorney Profile

IDENTIFICATION

Last Name	First	MI	Gender	Date of birth
Law Firm Name				
Office location address	City		State	Zip code
Mailing address	City		State	Zip code
Email address	Website		Office phone no. ()	Fax no. ()
How did you hear about Texas Legal? <input type="checkbox"/> Texas Legal <input type="checkbox"/> Texas State Bar <input type="checkbox"/> Participating Attorney: <input type="checkbox"/> Other:				

PAYMENT PLEASE PROVIDE A COPY OF THE IRS W-9 FORM WITH THIS APPLICATION

Tax ID or SSN	Select party to receive payment <input type="checkbox"/> Attorney <input type="checkbox"/> Firm
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INSURANCE

(Attach copy of Declarations Page of current professional liability insurance for coverage that is at minimum in the amount of \$100,000 per occurrence and \$300,000 per year aggregate.)

EDUCATION

Law School (J.D. or equivalent):	Graduation Date:
School + Other Advanced Degree(s) (L.L.M., M.D., Ph.D, etc.):	Graduation Date:

LICENSE

Bar Admission Date	State	Bar Number	Board Certifications
Texas:			
Other:			

PRACTICE

Other Office Location Address(es)	City	State	Zip code
Is your office accessible to disabled persons?	<input type="checkbox"/> Y <input type="checkbox"/> N	Is your office able to accommodate hearing-impaired clients?	<input type="checkbox"/> Y <input type="checkbox"/> N
Is your office able to accommodate visual-impaired clients?	<input type="checkbox"/> Y <input type="checkbox"/> N	Are you able to meet members at a remote location?	<input type="checkbox"/> Y <input type="checkbox"/> N
Would you like to participate as a guest speaker at Texas Legal educational events?	<input type="checkbox"/> Y <input type="checkbox"/> N	Are you willing to travel to represent clients?	<input type="checkbox"/> Y <input type="checkbox"/> N
Does your office provide after-hours appointments?	<input type="checkbox"/> Y <input type="checkbox"/> N	Does your office provide weekend appointments?	<input type="checkbox"/> Y <input type="checkbox"/> N
Languages Spoken:	Hourly Rate:	LGBT Friendly?	<input type="checkbox"/> Y <input type="checkbox"/> N

TYPE OF SERVICE

Please indicate the following areas of law in which you are qualified to provide legal services

Consumer Law	Family Law	Financial Law	Criminal Law	Criminal (continued)	Miscellaneous
<input type="checkbox"/> Civil Action (Defense)	<input type="checkbox"/> Adoption	<input type="checkbox"/> Chapter 7 Bankruptcy	<input type="checkbox"/> DWI/DUI	<input type="checkbox"/> Public Intoxication	<input type="checkbox"/> Document Preparation/Review
<input type="checkbox"/> Consumer Protection (E.g., Breaches of Warranty, DTPA claims)	<input type="checkbox"/> Divorce	<input type="checkbox"/> Chapter 13 Bankruptcy	<input type="checkbox"/> Expunction/Orders of Nondisclosure	<input type="checkbox"/> Traffic Tickets	<input type="checkbox"/> Employment Law
<input type="checkbox"/> Contracts	<input type="checkbox"/> Name Change	<input type="checkbox"/> Foreclosures	<input type="checkbox"/> Felony	Estate Planning/Probate	
<input type="checkbox"/> Creditors Rights & Collections	<input type="checkbox"/> Guardianship or Conservatorship	<input type="checkbox"/> Loan Agreements	<input type="checkbox"/> Habeas Corpus	<input type="checkbox"/> Wills/Codicils	<input type="checkbox"/> Personal Injury
<input type="checkbox"/> Identity Theft	<input type="checkbox"/> LGBT-specific Family Law	<input type="checkbox"/> Real Estate Transactions	<input type="checkbox"/> Incompetency or Infirmary (Defense)	<input type="checkbox"/> Powers of Attorney	<input type="checkbox"/> Immigration
<input type="checkbox"/> Tenant's Rights	<input type="checkbox"/> Establish/Modify/Enforce (Support, Custody, Visitation)	<input type="checkbox"/> Social Security/Disability	<input type="checkbox"/> Jail Release	<input type="checkbox"/> Probate	<input type="checkbox"/> Mediation
	<input type="checkbox"/> Premarital/ Marital Agreements	<input type="checkbox"/> Tax Law	<input type="checkbox"/> Juvenile Court	<input type="checkbox"/> Trusts	<input type="checkbox"/> School Administrative Hearings
	<input type="checkbox"/> Gender Identifier Change	<input type="checkbox"/> Property Tax- Primary Residence	<input type="checkbox"/> License Suspension-Revocation [Driving Privileges]	<input type="checkbox"/> Annual Accounting of Guardianship	<input type="checkbox"/> Medicaid/Medicare
	<input type="checkbox"/> Protective Orders		<input type="checkbox"/> Misdemeanor	<input type="checkbox"/> Elder Law	<input type="checkbox"/> Veteran's Benefits
	<input type="checkbox"/> Grandparents' Rights			<input type="checkbox"/> Deeds	

ACKNOWLEDGEMENT

I am applying to be a Participating Attorney in the Texas Legal Protection Plan, Inc. (Texas Legal). As an inducement to Texas Legal to accept this application, I hereby

- Represent and warrant that I am a licensed attorney and regularly engage in the practice of law;
- Represent that I have received, read, and agree to the terms of Texas Legal's Participating Attorney Agreement;
- Attach proof of coverage not less than \$100,000 per occurrence and \$300,000 per year in the form of a copy of the declaration page of my professional liability insurance policy;
- Attach completed IRS form W-9 indicating required payment instructions;
- Attach completed Direct Deposit Enrollment Form.



**Texas Legal Protection Plan,
Inc. d/b/a TEXAS LEGAL
2023 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 Legal Services” are 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 Legal Services” are either (1) legal services for a legal matter that is not covered and 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 may only be provided at a 25% discount off of the Participating Attorney’s normal and customary rate.

“Participating Attorney” is a person (not a law firm or other entity) licensed to practice law in the jurisdiction in which legal services are to be provided, 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 and maintains that coverage during the relevant year;
- (c) submitted a completed and signed W-9 form;
- (d) by affixing their signature below has agreed to be subject to and act consistently with this Agreement and any subsequent amendments thereto as well as the policies and procedures of Texas Legal in effect during the provision of Covered Legal Services;
- (e) been accepted as a Participating Attorney by TexasLegal;
- (f) who within thirty (30) days receipt has fully completed the Texas Legal Annual Confirmation for that relevant calendar year; and
- (g) remained in compliance with this Agreement, the relevant Participating Attorney Fee Schedule, and the written policies of Texas Legal during the relevant year.

SECTION 2 – Payment

PARTICIPATING ATTORNEY AGREES TO: (1) ACCEPT THE AMOUNT PAYABLE PURSUANT TO THE EFFECTIVE AND APPLICABLE TEXAS LEGAL FEE SCHEDULE, AS DETERMINED AND DESIGNATED SOLELY BY TEXAS LEGAL IN RESPONSE TO PARTICIPATING ATTORNEY’S REQUEST FOR AUTHORIZATION TO RENDER COVERED LEGAL SERVICES, AS PAYMENT IN FULL FOR COVERED LEGAL SERVICES RENDERED TO A PARTICIPANT OR INSURED AND SHALL NOT MAKE ANY ADDITIONAL CHARGES TO THE PARTICIPANT OR INSURED FOR SUCH COVERED LEGAL SERVICES, AND (2) RECEIVE SAME BY DIRECT DEPOSIT.

Notwithstanding the preceding paragraph, Participating Attorney is 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 Legal Services, as payment in full for Covered Legal Services rendered, and are further allowed to balance bill the Participant or Insured for legal services only upon the occurrence of all of the following requirements:

- (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 under the applicable Participating Attorney Fee Schedule, such as incurring the maximum number of billed hours available, pursuant to the applicable Texas

- Legal Fee Schedule for that Covered Legal Service;
- (c) the Participating Attorney agrees that receipt of the payment set forth in the applicable Texas Legal Fee Schedule made by Texas Legal releases Texas Legal from any further payment obligation for the work performed;
 - (d) the Participating Attorney agrees to be bound by any restrictions and conditions in the balance billing process unique to the Covered Legal 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 in writing.

PARTICIPATING ATTORNEY AGREES THAT IF ANY OF ANY ONE OR MORE OF THE FOLLOWING (A) THROUGH (D) OCCURS, THAT THE PARTICIPATING ATTORNEY SHALL NEITHER CHARGE THE PARTICIPANT NOR THE INSURED ANY ATTORNEY'S FEES, COSTS OR EXPENSES FOR THE RENDERED COVERED LEGAL 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 LEGAL SERVICES:

- (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 LEGAL 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; OR
- (d) IN THE EVENT THAT TEXAS LEGAL DENIES A CLAIM, AND ANY SUBSEQUENT APPEALS IF SUBMITTED, FOR ANY COMBINATION OF THE ABOVE REASONS;

Participating Attorney further agrees 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 Legal 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 seek 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 at the time that the travel occurred. Participating Attorney may contact Texas Legal for more information regarding these limits of the legal services plan as they relate to his or her client.

Texas Legal shall pay, and the Participating Attorney agrees to receive, payment for Covered Legal Services only by direct deposit and only according to the rates set forth in the Texas Legal Fee Schedule that applies to the Covered Legal Services rendered for the time period in which the Covered Legal Services were rendered. Participating Attorneys who provide Covered Legal Services for Participants or Insureds shall be paid directly by Texas Legal, promptly upon the Participating Attorney's:

- (a) completion of 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
- (b) 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.

Payment for such Covered Legal 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 Legal Services were begun for that particular Participant or Insured as determined by Texas Legal.

If a Participating Attorney or staff purchases an Independent or Group plan, neither (i) Participating Attorney, (ii) a member of Participating Attorney's law firm or legal practice, (iii) staff of Participating Attorney's law firm or legal practice including persons related to said staff by blood or marriage, nor (iv) a person related to Participating Attorney by blood or marriage, is permitted to provide Covered Legal Services under said plan policy.

Texas Legal reserves the right to offset any amount Texas Legal determines is due an owing to Texas Legal or to a Participant or Insured, from existing or future claims for payment submitted by Participating Attorney for the same or different Participants or Insureds, until the amount due is recovered in full by Texas Legal.

In the event that Texas Legal is notified of a regulatory, agency, or legal claim against any existing or future amount owed to Participating Attorney, including but not limited to an Internal Revenue Service levy, Texas Legal shall comply with instructions as required by same, including withholding payment of claims or redirecting payment of claims as required.

In the event Participating Attorney is awarded attorney's fees and/or costs in a judgment, settlement, order, or similar process, and the fees and/or costs are received by the Participating Attorney, the Participating Attorney shall reimburse in accordance with the fees and costs awarded. For example, if costs are awarded which were paid by the Participant or Insured and/or Texas Legal, the Participating Attorney shall reimburse the Participant or Insured first and, if any award is remaining, reimburse Texas Legal up to the amount Texas Legal paid. After such reimbursements are made in full, the Participating Attorney may retain any balance of the fee awarded.

This Section 2 shall survive termination of the Agreement.

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

Participating Attorneys shall accept each Participant or Insured who requests Covered Legal 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 Legal Services by reason of the amount payable for Covered Legal 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 Legal 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 in writing 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. Participating Attorney will update their Texas Legal profile so that it accurately reflects the legal matters, whether Covered or Non-Covered, that they will accept.

SECTION 5 – Login Credential Security

Participating Attorney shall create login credentials to access their Texas Legal profile which include a username and password. Participating Attorney is responsible for keeping his or her username and password safe and ensuring that only authorized personnel have access to that login.

SECTION 6 – 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 7 – Non-Covered Legal Services

Participating Attorneys who provide Non-Covered Legal Services shall look exclusively to the Participant or Insured, not Texas Legal, for payment of such services. Participating Attorneys who offer to provide Non-Covered Legal 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 Legal 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 Legal Services are requested and obtain written consent to the scope of work and payment terms for same. The decision and Agreement to provide such services and to receive payment for same are strictly a matter of an attorney/client relationship between the Participating Attorney and the client, and Texas Legal shall have no liability or obligation to the Participating Attorney or his or her client with regard to same. Participating Attorney agrees to indemnify and hold harmless Texas Legal from all third party claims arising from Non-Covered Legal Services, including but not limited to claims made by the Participating Attorney's client.

This Section 7 shall survive termination of the Agreement but only for Non-Covered Legal Services begun while the Agreement was in effect.

SECTION 8 – Sharing of 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, in advance and in writing, by Texas Legal. Any person that provides charged services for a Participant or Insured shall be reflected on the claims documentation provided to Texas Legal.

This Section 8 shall survive termination of the Agreement.

SECTION 9 – 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, except 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 formally and fully agreed to be bound by and to adhere to this Agreement, Texas Legal policies and procedures, the Texas Legal Fee Schedule, and who has at least the designated level of malpractice insurance for such Covered Legal Services.

SECTION 10 – Publicity and User Reviews

- (a) 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 in force at the time of such promotion or publication.
- (b) The Texas Legal website contains interactive features that allows Participants and Insureds to post reviews of Participating Attorneys on or through the Texas Legal website ("User Content"). You understand, acknowledge and agree that Texas Legal is not responsible for, or liable to you or to any third party for, harms, claims or causes of actions that arise from any review posted by a Participant or Insured. Texas Legal disclaims all legal liability for User Content, including but not limited to its legality, reliability, accuracy and appropriateness. In its sole discretion, Texas Legal reserves the right, but does not have any obligation, to remove member or attorney reviews.
- (c) Texas Legal may use Participating Attorney's name, geographic and biographical information that Participating Attorney has provided to Texas Legal in any form via any media unless Participating Attorney has informed Texas Legal in writing of Participating Attorney's desire to restrict such usage or change the information made available.

This Section 10 shall survive termination of the Agreement.

SECTION 11 – 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 in writing or applicable law allows for such disclosure.

This Section 11 shall survive termination of the Agreement.

SECTION 12 – Notices and Claims

Prior to rendering Covered Legal Services to a Participant or Insured, the Participating Attorney shall submit a written request to Texas Legal in the form Texas Legal requires for authorization of the proposed services and receive confirmation of the availability of coverage for proposed Covered Legal Services. At the same time, Participating Attorney shall also identify every person who will provide the proposed Covered Legal Services and obtain prior written approval by Texas Legal of any person working on that file that is not a Participating Attorney. Texas Legal will promptly respond to such requests. Claims submitted for services that were not previously authorized in writing 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 13 – 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 where such written request includes a plan for handling all open matters presented in the form required by Texas Legal and where

- Participating Attorney has taken reasonable steps to avoid prejudice to the rights of the Participant or Insured;
- (b) Automatically, upon the Participating Attorney either: (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 the Participating Attorney has:
 - (1) 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; or
 - (2) failed to timely affirm in the Texas Legal Annual Confirmation and/or failed to maintain that such professional liability insurance remains in effect and at that required level throughout the time period covered by the Texas Legal Annual Confirmation;
 - (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, and only in writing 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 Participating Attorney; or
 - (5) any unprofessional conduct or misrepresentation or any form of unlawful discrimination or harassment, including but not limited to sexual harassment, of a Texas Legal employee or Participant or Insured based on race, color, religion, sex (including pregnancy), national origin, age (40 and over), disability, veteran status, sexual orientation, genetic information, or status in any group protected by state or local law; or
 - (6) any complaint by a Participant or Insured that in Texas Legal's sole determination is reason for a deemed withdrawal.

SECTION 14 – Amendment

This Agreement is subject to revocation, amendment or other modification at any time by Texas Legal, but any revocation, amendment or modification shall be effective prospectively from the date of revocation, amendment or modification.

SECTION 15 – Change of Status

A Participating Attorney shall immediately notify Texas Legal in writing of: any change of address; email address; telephone number; any change of actual or impending circumstances which does or might affect their status as a Participating Attorney as defined above; any change in insurance carriers, in coverage amounts or failure to continue to carry insurance; any change in the Participating Attorney's licensing or State Bar standing; any legal actions filed against the Participating Attorney arising out of the Participating Attorney's practice of law; any complaints filed with or any disciplinary action of any nature made by any attorney disciplinary authority or court concerning the Participating Attorney, including any criminal activity by Participating Attorney's employees affecting clients, including but not limited to embezzlement of client funds.

SECTION 16 – Confidentiality

- (a) Confidentiality of Fee Schedule 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 Legal Service pursuant a Texas Legal Fee Schedule. This information is proprietary, and Texas Legal, not a Participating Attorney, retains the sole right to disclose this information. This prohibition does not apply to instances where a Participating Attorney shares Texas Legal Fee Schedules and payment rates with their own staff members for the purpose of obtaining assistance with filing claims for payment with Texas Legal. Any such persons must be subject to the same confidentiality required by this Section 16.
- (b) Confidentiality of Client Information. Participating Attorneys shall hold all Participant and Insured data and information confidential.

This Section 16 shall survive termination of the Agreement.

SECTION 17 – 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. §§ 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.

This Section 17 shall survive termination of the Agreement.

SECTION 18 – Plan Wording Controls

If any language describing the coverage and limitations of the Covered Legal Services varies between this Agreement and the Participant's or Insured's policy, the description of same in the Participant's or Insured's policy shall control.

This Section 18 shall survive termination of the Agreement.

SECTION 19 – AUDIT

If, at any time and in its sole discretion, Texas Legal suspects that a Participating Attorney has violated any term of this Agreement, has taken any action or inaction leading to a deemed withdrawal under Section 12, 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.

This Section 19 shall survive termination of the Agreement.

SECTION 20 – Independent Contractor

Participating Attorney is and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of Texas Legal. Participating Attorney shall not be entitled to nor receive any benefit normally provided to Texas Legal's employees including, but not limited to, vacation payment, retirement, health insurance, legal expense insurance, or sick pay. Attorney shall not be entitled to participate in Texas Legal's 401(k) plan. Texas Legal shall not be responsible for withholding income or other taxes from the payments made to Participating Attorney. Participating Attorney shall be solely responsible for filing all returns and paying any income, social security, or other tax levied upon or determined with respect to the payments made to Participating Attorney pursuant to this Agreement.

SECTION 21 – Jurisdiction and Venue

Participating Attorney agrees that any dispute, action or proceeding arising out of or related to this Agreement will be commenced in the state courts of Travis County, Texas, or in the United States District Court for the Western District of Texas, where proper subject matter jurisdiction exists. Participating Attorney irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of these courts, including any objection based on claims of forum non conveniens.

This Section 20 shall survive termination of the Agreement.

SECTION 22 – Non-Waiver

The failure of either party to enforce strict compliance with this Agreement, in whole or in part, or to exercise any right does not constitute a waiver of any other rights and will not be held to constitute a course of conduct or waiver of a subsequent breach of that or any other provision.

SECTION 23 - Enforceability

If any provision of this Agreement is held to be invalid or unenforceable by reason of conflict with applicable law or regulation, the Agreement will be considered amended to the minimum extent necessary to give effect to the balance of the Agreement as if the offending provision(s) were not present. All parties are sophisticated parties.

Participating Attorney Certification

By signing the Participating Attorney Agreement below, I certify my agreement to be bound by the terms of the Participating Attorney Agreement, Fee Schedule, Claim Form, Authorization Form, Direct Deposit Form, Texas Legal Annual Confirmation, and any subsequent revisions effective during the period covered by this Agreement.

Participating Attorney Signature

Date

Print Name



Direct Deposit Authorization Form

Please complete the information below and return to Texas Legal by email attorneys@texaslegal.org or by fax 512-327-0163.

Name: _____

Email Address: _____
(This email is only used for Claim Remittance Notices to be emailed)

Address: _____

City, State, Zip: _____

Name of Bank: _____

Account #: _____

9-Digit Routing #: _____

Type of Account:

Texas Legal is hereby authorized to directly deposit my claim payment to the account listed above. This authorization will remain in effect until I modify or cancel it in writing.

Provider Attorney Signature: _____

Date: _____

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
requester. Do not
send to the IRS.**

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/> Individual/sole proprietor or single-member LLC</td> <td style="text-align: center;"><input type="checkbox"/> C Corporation</td> <td style="text-align: center;"><input type="checkbox"/> S Corporation</td> <td style="text-align: center;"><input type="checkbox"/> Partnership</td> <td style="text-align: center;"><input type="checkbox"/> Trust/estate</td> </tr> </table> <p>Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) *</p> <p><input type="checkbox"/> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p>Other (see instructions) *</p>	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="text-align: right;"><small>(Applies to accounts maintained outside the U.S.)</small></p>
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate			
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>					

Part I City, state, and ZIP code

7 List account number(s) here (optional)

	Social security number				
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				

-

or

Employer identification number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person *	Date *
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

* Form 1099-INT (interest earned or paid)



Attorney Addendum FAQs

Texas Legal offers a legal "hotline" to members to have general legal questions answered over the phone by a licensed attorney. The Legal Access Line will try to route calls to Participating Attorneys that practice in the specific area of law needed and in close proximity to the member. Although Participating Attorneys may not bill for these calls, attorneys may be able to convert some of those callers into clients. Listed below is additional information about the process. The included Addendum to the Participating Attorney Agreement should be signed and returned should you wish to participate.

- The Legal Access Line will verify Texas Legal members prior to routing the call to an attorney so you can assume the callers are Texas Legal members. The Legal Access Line will also request each member's location and a brief statement of his/her issue to ensure that you are receiving calls nearest you and in your specified area.
- That said, caller questions will cover a broad range of practice areas. The Legal Access Line will do its absolute best to route callers to your practice area. If you receive a call outside of your area of expertise Texas Legal highly encourages you to do your best to answer caller questions, so feel free to assist the member if you are able. However, if you are uncomfortable answering a call for any reason, feel free to reroute the caller back to the Legal Access Line so that they may direct the member to a more suitable attorney.
- There are no "assigned, must be at your desk or else" time frames. If you are unable to take a call please let the Legal Access Line know and they will reroute the call accordingly.
- If a member leaves a message with you or your office, please return the message within *one business day*. If for some reason you cannot return the call within one business day, please let the Legal Access Line know via email to helpline@texaslegal.org. This allows the Legal Access Line assist Texas Legal members in a timely manner.
- In some instances, calls from the Legal Access Line may convert into clients; however, please keep in mind that the top priority of the Legal Access Line is answering member questions. Converting callers into clients is secondary.
- If a caller wishes to make an appointment or retain you for services beyond the Legal Access Line, please contact Texas Legal directly to confirm member benefits. This is to confirm that the benefit or coverage requested has not already been used for that policy year.
- All Legal Access Line questions and concerns should be directed to helpline@texaslegal.org.

If you are interested in joining the Legal Access Line, please read over the attached addendum, sign it and email it back to attorneys@texaslegal.org. Please include the areas of law that you practice when you send in the signed addendum.

ADDENDUM No. 1
TO
PARTICIPATING ATTORNEY AGREEMENT BETWEEN
TEXAS LEGAL PROTECTION PLAN, INC.
AND
APPLICANT

THIS ADDENDUM No. 1 ("**Addendum**") effective _____ ("**Addendum Date**"), is by and between Texas Legal Protection Plan, Inc. ("Texas Legal") and Applicant (collectively "**Parties**") to amend that certain Participating Attorney Agreement ("Agreement") effective _____.

A. Parties entered into the Agreement pursuant to which Applicant participates as a Participating Attorney for rendering Covered Services to Participants or Insureds as set forth in the Agreement;

B. Parties desire to enter into this Addendum for Applicant's participation in the Texas Legal Access Line;

C. To that end, Parties wish to amend the Agreement by adding this Addendum and incorporating it into the Agreement as follows:

SECTION 18 – Texas Legal Access Line – Legal Access Services

1. Applicant agrees to accept calls that are routed from Texas Legal's toll-free telephone number for Legal Access Services as described in one or more of the prepaid legal services plans issued by Texas Legal. Applicant will provide Participants and Insureds telephone advice which, within applicable standards of professional care and conduct, may be rendered by Applicant in one or more conversations ("Telephone Advice"). The Telephone Advice is not intended to provide for legal representation and/or replace the attorney-client relationship when legal matters are complex enough to justify retaining an attorney for representation, and Applicant may reserve the right to refuse further services in those instances.
2. Applicant understands that these calls will be routed to Applicant through a third-party vendor or any successor so directed by Texas Legal in writing. The Access Line is available to Participants and Insureds, as those terms are defined under the Texas Legal prepaid legal services plans, from 8:00 A.M. through 6:30 P.M. Central Standard Time on any day other than a Saturday, Sunday, legal holiday in the State of Texas or other day of the year on which commercial banks in the State of Texas are authorized or required by applicable law to close. Applicant understands that if Applicant is not available, such a call may be routed to the next available Access Line attorney. Applicant agrees to return any message by an Access Line caller within one business day of the call.

3. Neither Texas Legal nor the third party vendor will compensate or reimburse Applicant in any way for accepting individual calls from Texas Legal's Access Line, nor is the Applicant guaranteed a certain number of calls from the Access Line or any further business that will result in compensation to the Applicant. Applicant desires to have and agrees to accept such calls for and in consideration of potential client development opportunities. Applicant agrees not to bill Participants and Insureds or any other person for Access Line calls, and Applicant is solely responsible for ensuring compliance with applicable professional responsibilities and standards of the Texas State Bar and any other laws or regulations.
4. In the event of a conflict between the terms of the Agreement and this Addendum to the Agreement, the terms of this Addendum shall govern. Other than as provided in this Addendum, any and all terms of the Agreement remain in full force and effect.
5. All terms not defined in this Addendum shall have the meaning ascribed to them in the Agreement or if not in the Agreement, in the prepaid legal service plans issued by Texas Legal.
6. All other provisions of the Agreement shall remain unchanged and have full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Addendum on the date set forth below, but to be effective as of the Addendum Date for all purposes.

TEXAS LEGAL PROTECTION PLAN, INC.

APPLICANT

By:

Hilary Hunt, President

By: _____

Date:

Date: _____