



## Panel Attorney Participation Agreement

### PARTIES

1. Union Plus Legal Service Administrator (“Administrator”)
 

1100 First Street, NE., Suite 850, Washington, DC 20002 - 202/293-5330
2. \_\_\_\_\_ (“Lawyer”)
 

*lawyer or law firm name*

\_\_\_\_\_

*Address* *City* *State* *Zipcode*

### RECITALS

1. Union Plus Legal Services is a program (the “Program”) of Union Privilege, a not-for-profit corporation established by the AFL-CIO, intended to assist members in locating and using competent legal counsel in order to prevent legal problems where possible and to resolve matters favorably when they do arise.
2. Administrator is the third-party administrator selected by Union Privilege to administer the Program.
3. Lawyer desires to participate in the Program as a panel attorney.
4. Lawyer is admitted to practice law in the state(s) of: \_\_\_\_\_
 

and maintains (a) law offices in: \_\_\_\_\_
5. Lawyer carries professional liability insurance in the amount of: \$ \_\_\_\_\_
 

with: \_\_\_\_\_
 

*insurer*
6. Lawyer has submitted to Administrator the application required to become a Panel Attorney.

### DEFINITIONS

1. “Member” means a person who is a member (including an associate member) of a union that participates in the Program and who meets any eligibility rules of that union for participating in the program. “Member” also includes the spouse or dependent of such a person.
2. “Member-Client” means a Member who is a client of Lawyer.
3. “Panel Attorney” is a Lawyer who becomes signatory to this Agreement and thereby agrees to participate in the Program under the terms provided for herein.
4. “Initial Consultation” means the first substantive discussion between Lawyer and Member of a particular matter. It includes more than telling Member whether Lawyer will handle the matter and at what fee. It may include legal advice and will usually involve some analysis and explanation of issues, facts, law, documents and alternative courses of action.
5. “Agreement” shall mean this agreement between Lawyer and Administrator.

### TERMS

*Lawyer agrees to:*

1. Become a Panel Attorney under the Program and pay an annual participation fee of \$99. This fee is refundable only if Lawyer is terminated by Administrator in the first half of the program year.
2. Provide a free Initial Consultation of up to 30 minutes duration to Members on any legal or quasi-legal matter within Lawyer’s area of competence. Such consultations may be by telephone or in person, as mutually agreeable in each case. There is no limit to the number of matters a Member may bring to Lawyer, but Lawyer may decline to handle any matter for any reason, and may decline to represent Member for any reason. Where in Lawyer’s judgment a phone call or simple letter by him might resolve a matter, Lawyer will not charge a fee for the phone call or letter.

3. As part of the Initial Consultation, provide free review and explain orally the meaning and consequences of routine legal documents such as residential leases, installment sales and insurance policies. This free review does not cover: documents written by Member or for Member's use in a business capacity; unusual or especially lengthy or complex documents; any written evaluation of the document; or drafting any changes to or replacements for the document.
4. Keep the Administrator informed in writing of Lawyer's current fee schedule and his discounted fee schedule for Members.
5. Abide for at least one year by the fees in Lawyer's application to be a Panel Attorney, give 30 days written notice to Administrator (and any then-current Member-Clients) thereafter of any changes to such fees, and at all times provide Members a discount of at least 30% from Lawyer's hourly or flat fees specified in Lawyer's application or thereafter provided to Administrator pursuant to the notice described in this Section 5..
6. Permit informal mediation by Administrator of any dispute between Lawyer and Member, provided however that nothing in this Agreement is intended to avoid or replace the disciplinary jurisdiction of the appropriate disciplinary body as designated by the state in which Lawyer is licensed.
7. Maintain in effect professional liability insurance of at least the amounts specified in Recital 5 for so long as Lawyer provides services as a Panel Attorney and continuously thereafter until such time as the applicable statute of limitations shall have expired with respect to such services. Lawyer will notify Administrator immediately if Lawyer's insurance is cancelled or not renewed at expiration. Lawyer will also furnish to Administrator, upon request, an updated face sheet of the Lawyer's professional liability insurance policy.
8. Keep each Member-Client fully informed of the status of his case and comply with all required codes of professional responsibility in providing legal services to a Member-Client.
9. Enter into a written fee agreement with Member-Client for each matter going beyond a single consultation.
10. Provide itemized bills to Member-Client.
11. Inform Administrator promptly of any changes in Lawyer's firm's membership, office location(s), phone numbers, areas of practice, and bar memberships, including suspensions or terminations of bar memberships, for whatever reason.
12. Give Administrator 30 days' notice of withdrawal from the Program, which may be for any reason.
13. Continue, after withdrawing or being removed from the Program attorney panel, to adhere to the discount fee schedule for Member-Clients until the conclusion of their pending cases.
14. Cease any promotion of Lawyer as a Panel Attorney for the Program immediately upon giving notice of withdrawal or being given notice of termination from the Program.

*Lawyer further agrees that:*

15. Administrator retains the sole right to determine the standards for eligibility to be a Panel Attorney and to determine whether Lawyer satisfies such standards.
16. Administrator retains the sole right to determine the size and composition of the Program's panel of attorneys.
17. Participation on the Program panel carries no guarantee that Lawyer will obtain any clients through the program.
18. Neither Administrator nor Union Privilege is responsible for paying any legal fees or costs incurred by Member-Clients for Lawyer's services.
19. Lawyer agrees to cooperate fully with Administrator to prevent, investigate, and resolve any Member-Client complaints about services rendered by Lawyer, subject to the lawyer-client privilege.
20. Lawyer will, upon request by Administrator, provide Administrator with an accounting of all services provided to a Member-Client, subject to the lawyer-client privilege. Such a request may be made in response to specific problems identified by Administrator or may be made routinely as part of a periodic quality audit.
21. Lawyer will not use the name of the Program to advertise or promote the business of Lawyer without prior written consent from Administrator for such use.
22. Lawyer enters into this agreement as an independent contractor and nothing contained in this Agreement is intended to create the relationship of employer and employee, or principal and agent, between the Lawyer and Administrator.

*Administrator agrees to:*

23. Mediate informally any disputes between Lawyer and a Member-Client, provided however that nothing in this Agreement is intended to avoid or replace the disciplinary jurisdiction of the appropriate disciplinary body as designated by the state in which Lawyer is licensed..
24. Give Lawyer 30 days written notice of changes in the Program
25. File with appropriate state, local and bar association authorities whatever documents or information, if any, is necessary to make Lawyer's participation in the Program legal and proper.

*Administrator further agrees that:*

26. Member is the client of Lawyer in all matters brought to Lawyer under the program.

27. Lawyer will not be subject to any conditions, restrictions, or controls by Administrator as to the specific manner of performing legal services and/or the independent exercise of Lawyer's professional judgment.
28. Lawyer may decline to handle any matter for any Member for any reason.

*Lawyer and Administrator agree that:*

29. Members may contact any panel or non-panel attorney they wish.
30. This Agreement does not contemplate any payments whatever by Administrator to Lawyer. Neither Administrator nor Union Privilege is responsible for paying Lawyer nor does either Administrator or Union Privilege guarantee payment by Member-Client.
31. No free consultation, follow-up, or document review and no discounts on legal services are to be provided under the Program for matters related to a union, any union-related organization or any union official, provided however that Lawyer may provide Program services to a union official in his/her capacity as a Member seeking legal services unrelated to activities as a union official.
32. Lawyer shall be solely responsible for services provided to Member-Clients. Lawyer agrees to indemnify and hold harmless Administrator and Union Privilege, and their respective present and future officers, directors, employees, agents, successors, assigns and shareholders, from and against all losses, damages, actions, causes of actions, claims, demands, suites, liabilities, judgments, disbursements, attorney's fees and all other costs of any nature whatsoever ("Claims") arising out of or incidental to (i) the failure by Lawyer to perform its duties under this Agreement and/or observe the terms, covenants, or conditions contained herein, (ii) any and all wrongful acts or omissions by Lawyer in connection with this Agreement; and/or (iii) any Claims, including claims of malpractice, related to Lawyer's provision of services under the Program.
33. Either party may terminate this Agreement upon 60 days written notice to the other, provided however that Administrator need not give advance written notice if it terminates Lawyer as a Panel Attorney for gross misconduct. Administrator will refund Lawyer's participation fee if Lawyer is terminated in the first half of any Program year.
34. If any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions shall, nevertheless, continue in full force and effect.
35. Neither this Agreement, nor any of the rights or obligations under this Agreement, shall be assignable by Lawyer to any third party without the prior written consent of Administrator.
36. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, supersedes all prior and contemporaneous agreements, representations and understandings, written or oral, and may not be modified or amended except by a subsequent writing signed by the parties hereto. No failure on the part of the parties hereto exercise any right under this Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any right preclude any other or further exercise of the right or the exercise of any other right.
37. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.
38. All notices required under this Agreement shall be sent to the addresses of the parties provided above.

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*Lawyer Signature*

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*Date*

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*Union Plus Legal Service Signature*

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*Date*