

IDENTIFICATION					
Last Name	First	MI	Gender	Date of birth	Law Firm Name
Office Location address		City	State	Zip	
Mailing Address		City	State	Zip	
Email Address	Website		Office phone no. ( )	Fax no. ( )	
Please select if office location and contact number(s) can appear in FLLIC Directory of Participating Attorneys? <input type="checkbox"/> Yes <input type="checkbox"/> No					
How did you hear about FLLIC? <input type="checkbox"/> FLLIC <input type="checkbox"/> FL State Bar <input type="checkbox"/> Participating Attorney: <input type="checkbox"/> Other					
PAYMENT PLEASE PROVIDE A COY 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			Select address to receive payment <input type="checkbox"/> Office <input type="checkbox"/> Mailing	
INSURANCE PLEASE PROVIDE A COPY OF THE DECLARATION PAGE OF YOUR PROFESSIONAL LIABILITY INSURANCE POLICY WITH THIS APPLICATION					
Professional Liability Carrier	Policy Number		Phone ( )		
EDUCATION					
Law School	Graduation Date				
LICENSE					
Bar Admission Date	State	Bar Number	Board Certifications		
PRACTICE					
Office Hours	Counties Served		Hourly Rate		
Other Office Location Address	City	State	Zip		
Is your office accessible to Disabled persons? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is your office able to accommodate hearing-impaired clients? <input type="checkbox"/> Yes <input type="checkbox"/> No		Is your office able to accommodate visual-impaired clients? <input type="checkbox"/> Yes <input type="checkbox"/> No		Language(s) spoken:
Would you be willing to accept cases from our plan members at a reduced rate for non-covered matters? <input type="checkbox"/> Yes <input type="checkbox"/> No					
If yes, what rate? <input type="checkbox"/> 20% <input type="checkbox"/> 30% <input type="checkbox"/> 35% <input type="checkbox"/> 40% <input type="checkbox"/> Other					
ADDITIONAL SERVICES					
Would you like to participate as a guest speaker at FLLIC educational events? <input type="checkbox"/> Yes <input type="checkbox"/> No			Are you able to meet members at a remote location? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Does your office provide after hours or weekend appointments? <input type="checkbox"/> Yes <input type="checkbox"/> No			Would you be interested in participating as a FLLIC Legal Hotline Attorney? (Future program being considered) <input type="checkbox"/> Yes <input type="checkbox"/> No		
TYPE OF SERVICE					
Please indicate the following areas of law in which you are qualified to provide legal services:					
Estate Planning	<input type="checkbox"/> Wills/Codicils	<input type="checkbox"/> Power of Attorney(s)	<input type="checkbox"/> Trusts Provisions	<input type="checkbox"/> Advice & Consultation	
Family Law	<input type="checkbox"/> Adoptions	<input type="checkbox"/> Existing Order (Modify)	<input type="checkbox"/> Divorce	<input type="checkbox"/> Name Change	<input type="checkbox"/> Advice & Consultation
Criminal Law	<input type="checkbox"/> DWI (defense)	<input type="checkbox"/> Felony (defense)	<input type="checkbox"/> Juvenile Court (defense)	<input type="checkbox"/> Habeas Corpus (defense)	<input type="checkbox"/> Advice & Consultation
	<input type="checkbox"/> License Suspended/Revocation (defense)	<input type="checkbox"/> Misdemeanor (defense)	<input type="checkbox"/> Insanity/Infirmary		
Civil Law	<input type="checkbox"/> Civil Action (defense)	<input type="checkbox"/> Consumer Protection	<input type="checkbox"/> Advice & Consultation		
Bankruptcy	<input type="checkbox"/> Chapter 7	<input type="checkbox"/> Chapter 13	<input type="checkbox"/> Advice & Consultation		
Preventative Legal Services (PLS) – Please indicate the following areas of law in which you are qualified to provide advice and consultation. Please note: this benefit may be used to provide advice as well as initiate representation for legal matters in all the below areas except employment law.					
<input type="checkbox"/> Administrative	<input type="checkbox"/> Elder Law	<input type="checkbox"/> Intellectual Property	<input type="checkbox"/> Modification of Parent/Child Relationship	<input type="checkbox"/> Security Agreements	
<input type="checkbox"/> Bylaws	<input type="checkbox"/> Employment/Labor Law	<input type="checkbox"/> Jail Release	<input type="checkbox"/> Oil and Gas	<input type="checkbox"/> Small Claims	
<input type="checkbox"/> Company Agreements	<input type="checkbox"/> Entertainment Law	<input type="checkbox"/> Landlord/Tenant Law	<input type="checkbox"/> Partnerships	<input type="checkbox"/> Social Security Law	
<input type="checkbox"/> Construction Law	<input type="checkbox"/> Expunge/Seal Records	<input type="checkbox"/> License Agreements	<input type="checkbox"/> Personal Injury	<input type="checkbox"/> Sports Law	
<input type="checkbox"/> Contracts	<input type="checkbox"/> Foreclosure Defense Asst	<input type="checkbox"/> Loan(Agreements/Workouts)	<input type="checkbox"/> Prenuptial Agreements	<input type="checkbox"/> Tax Law	
<input type="checkbox"/> Copyrights/Trademarks	<input type="checkbox"/> Guardianship	<input type="checkbox"/> Mediation	<input type="checkbox"/> Probate	<input type="checkbox"/> Traffic Ticket Other:	
<input type="checkbox"/> Corporate/Business Entity Formations	<input type="checkbox"/> Identify Theft	<input type="checkbox"/> Medical Malpractice Subrogation	<input type="checkbox"/> Real Estate Law	<input type="checkbox"/> Worker's Compensation	
<input type="checkbox"/> Creditors Rights/Collections	<input type="checkbox"/> Immigration Nationality Law	<input type="checkbox"/> Mergers and Acquisitions	<input type="checkbox"/> Real Estate Loan Modification Assistance	<input type="checkbox"/> Wrongful Death	
<input type="checkbox"/> Education	<input type="checkbox"/> Indep. Contractor Agreements	<input type="checkbox"/> Military Law	<input type="checkbox"/> Securities/Private Offerings	<input type="checkbox"/> Other:	
ACKNOWLEDGEMENT					
I am applying to be a Participating Attorney in the Florida Lawyers Legal Insurance Corporation (FLLIC). As an inducement to FLLIC to accept this application, I hereby					
<ul style="list-style-type: none"> <li>• Represent and warrant that I am a licensed attorney and regularly engage in the practice of law;</li> <li>• I have received, read and initiated FLLIC's Participating Attorney Agreement and agree to its provisions (on the reverse side of this form);</li> <li>• 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</li> <li>• Attach completed IRS for W-9 indicating required payment instructions</li> </ul>					
_____ Attorney Signature			_____ Date		

## Florida Lawyers Legal Insurance Corporation Participating Attorney Agreement

This Participating Attorney Agreement (Agreement) is between Florida Lawyers Legal Insurance Corporation (FLLIC) and the Applicant:

### SECTION 1 – Definitions

“Participant” is a person covered under a group legal services plan issued by FLLIC

“Covered services” is the legal services for which coverage is available to the Participant

“Benefit” is the amount paid to a Participating Attorney for specified covered services provided to a Participant

“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 and is regularly engaged in the practice of law and who has (a) completed, signed and delivered to FLLIC 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 (c) been accepted as a Participating Attorney by FLLIC.

### SECTION 2 – Payment

Participating Attorneys agree to accept the benefits payable pursuant to the Schedule of Benefits set out, not to exceed the attorney’s usual, customary and reasonable fee, as payment in full for covered services rendered to a Participant and shall not make any additional charges to the Participant for such covered services. Inasmuch as the benefits 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 for such out-of-pocket expenses. In the case of “Any other Order to Show Cause or Motion” and “Property Settlement” under Coverage B, and “Legal Advice, Negotiations, Correspondence and Simple Document Preparation” under Coverage L, the Participating Attorney may charge the Participant for time spent in excess of that Participating Attorneys who provide covered services for Participant for time spent in excess of that specified, under the benefits for such categories.

- Promptly following submission of a claim in acceptable form, the Participating Attorney shall be paid one hundred percent of their actual, usual, customary and reasonable fees for the covered services, but not more than the applicable maximum amount specified for such covered services;
- Payment for such covered services shall be subject to the rules and conditions contained in this agreement

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

Participating Attorneys shall accept each Participant 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. The attorney may, however, reject a Participant on any reasonable grounds, but shall not reject any Participant seeking covered services by reason of the amount of the benefits to which the Participating Attorney may be entitled. If a Participating Attorney rejects a Participant or withdraws from further representation of a Participant, the attorney shall promptly report the reason for such rejection or withdrawal to FLLIC. If that Participant indicates a desire to be referred to another attorney, the Participating Attorney shall immediately contact FLLIC by telephone and request such Participant be referred to another Participating Attorney.

### SECTION 4 – Referral

Only Participating Attorneys shall be included in any directory or other listing of attorneys disseminated by FLLIC to eligible clients or their representatives or in any FLLIC referral program. The procedures of such referral program shall comply with the Florida Code of Professional Responsibility, as from time to time amended.

### SECTION 5 – Other Practice

Participating Attorneys shall be free to serve clients other than Participants and to otherwise conduct his or her practice of law without the interference or control of FLLIC.

### SECTION 6 – Non-Covered Services

Participating Attorneys who provide legal services that are not covered shall look to the Participant for payment of such services.

### SECTION 7 – Sharing Compensation

No third party (other than a partnership or 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 pursuant to the group legal services plan referred to above, except as to legal work which is shared with another attorney.

### SECTION 8 – Interference

Neither FLLIC nor any third party shall interfere with or control the performance of the duties of the Participating Attorney to their client.

### SECTION 9 – Publicity

A Participating Attorney shall not promote or publicize his or her status as such, except as compatible with the Florida Code of Professional Responsibility and the Florida Supreme Court Rules of Practice, as from time to time amended. A Participating Attorney Certificate of Membership may be displayed in a Participating Attorney’s office or reception area. In the event of expulsion, resignation or other termination of his or her status as a Participating Attorney, such attorney shall immediately return said certification to FLLIC.

### SECTION 10 – Records

A Participating Attorney shall keep accurate and current books and records concerning each Participant 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 for non-covered legal services. A Participating Attorney shall make such books and records available to FLLIC at reasonable times. Nothing in this agreement shall require a Participating Attorney to reveal any confidential attorney-client information.

### SECTION 11 – Notices and Claims

Within ten (10) days after the first consultation with a Participant and within ten (10) days after the conclusion of the matter, the Participating Attorney shall notify FLLIC on forms furnished by FLLIC. The Participating Attorney shall submit interim status reports that FLLIC may from time to time reasonably require. A Participating Attorney having reason to question whether the matter in which they are consulted is a covered service shall immediately contact FLLIC by telephone to resolve such question.

### SECTION 12 – Expulsion and Resignation

A Participating Attorney shall be deemed to have withdrawn from FLLIC:

- Automatically upon (1) ceasing to be an attorney in good standing, (2) or no longer being engaged in the practice of law;
- By decision of FLLIC, made after such attorney has an opportunity to be heard for (1) violation of their agreement or any rules of FLLIC then in effect; or (2) Providing unnecessary legal services; or (3) discourtesy to Participants; or (4) involvement in grievance procedures which in more than one instance has resulted in determinations unfavorable to such attorney.

A Participating Attorney may terminate their status as a Participating Attorney at any time after they have served as a Participating Attorney for a period of one year. Such resignation shall be in writing and will become effective upon receipt by FLLIC. In the event of expulsion or resignation, 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 FLLIC, 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 FLLIC of any change of address or telephone number, or any change of actual or impending circumstances, which might affect their status as a Participating Attorney.

### SECTION 15 – Arbitration

FLLIC 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 agreements, and/or Participating Attorney’s engagement by FLLIC. 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 FLLIC 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, 9U.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. Shall be entered upon the award made pursuant to the arbitration.

### SECTION 16 – Plan Wording Controls

Any variation in language between this agreement and the plan shall be determined by the wording of the plan.

Initial

Date

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