

Alaska Public Employees Association-AFT Legal Trust Fund

NON-PLAN ATTORNEY AGREEMENT

Name of Attorney _____ Tax ID: _____

Please print.

Name of Firm (if different from above) _____

Mailing Address _____

Telephone _____ Email _____

I/We agree that the following terms will govern all legal matters undertaken by myself, or my firm, on behalf of clients covered by the Alaska Public Employees Association-AFT Legal Services Plan.

I/We understand and agree that the Plan provides for payment of \$2,000.00 per member each Plan year (July 1 thru June 30), with the provision that the Plan pays \$100.00 per hour for legal services if our hourly rate exceeds \$150.00. If our hourly rate does not exceed \$150.00, the Plan will pay 100% of legal services up to the member's maximum. Covered expenses and tax are paid regardless of the hourly rate. Once the member has maximized their benefit for the Plan year, any payment for services in the same Plan year will be the member's responsibility.

I/We agree that all third party recoveries must be reimbursed to the APEA-AFT Legal Trust Fund and that no flat fee billings will be allowed, nor are contingency fee cases covered. I/We further understand that the Plan reserves the right to withhold payments of billings upon the Member's request.

I/We agree to submit itemized billings in the name of the Member listed on the "Member Agreement" form showing daily and hourly charges of detailed services on a monthly basis (even though the case may be ongoing) to the APEA-AFT Legal Trust Fund administrative office.

I/We understand that payment will be denied if itemized billings are not received in the Plan Office by August 31 for services performed in the prior Plan year (ending June 30).

I/We agree to consult the Plan in the event a question of interpretation of the Plan Booklet or Plan coverage arises.

I/We agree that APEA-AFT Legal Trust Fund's responsibility for payment of covered fees and expenses is contingent upon eligibility and Plan coverage of the particular matter under the terms of the Plan Booklet.

I/We agree to hold the Trust harmless and defend it against any action arising out of, or in connection with, the Attorney's conduct or handling of any matter for a Member of the Plan.

Signature _____ **Date** _____

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