

**ASEA Legal Services Trust Plan benefits for the Plan year beginning July 1 are payable at \$200.00 per hour with a maximum payment of \$1,500 for the Plan year. You must meet a \$25.00 deductible each plan year before the plan starts to pay benefits.**

You are free to use any attorney. Participating Attorneys have agreed not to charge you more than \$200.00 per hour for any covered matter. You may obtain a list of Participating Attorneys from the Administration Office, or on the website at [www.asealegalservices.org](http://www.asealegalservices.org) under Attorneys. By providing this listing of Participating Attorneys, we are not attesting to their abilities, just making available a list of attorneys who have agreed to work with the participants of this Plan.

ASEA/AFSCME Local 52, the ASEA Legal Services Trust Fund and its Trustees obtain no profit from the operation of the Plan or from the performance of legal services by attorneys under this Plan. The Plan's only purpose is to promote the well-being and peace of mind of our participants, their dependents, and/or their designated beneficiaries.

We advise you to keep this booklet in your binder with your other important union documents so that you may refer to it when you need legal assistance. Should you lose your copy, or if you need assistance in understanding how to use the Plan, please contact the Administration Office.

# ASEA LEGAL SERVICES TRUST PLAN BOOKLET

MAY 1, 2016

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**All questions regarding The ASEA Legal Services Trust Plan should be directed to the Administration Office at 375 West 36<sup>th</sup> Avenue, Suite 200, Anchorage, AK 99503 or PO Box 93870, Anchorage, AK 99509 or by calling 907-561-5119 or 800-325-6532. The E-mail address is: [Itsadmin@alaska.net](mailto:Itsadmin@alaska.net) and the Website address is: [www.asealegalservices.org](http://www.asealegalservices.org).**

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## **Part A**

### General Information

#### **1. Name of Plan**

The ASEA Legal Services Trust Fund referred to as "the Plan" is a fringe benefit negotiated by ASEA/AFSCME Local 52, as described in Section 4 below. The Plan is sponsored and administered by a Board of Trustees whose address is:

Board of Trustees  
ASEA Legal Services Trust Fund  
Administration Office  
375 W. 36th Ave, Suite 200  
PO Box 93870  
Anchorage, AK 99509  
907-561-5119 or 800-325-6532  
Fax: 907-561-4802

#### **2. I.D. Number**

The Employer Identification Number assigned to the Plan by the Internal Revenue Service is 94-3125004.

#### **3. Board of Trustees**

Each member of the Board of Trustees is an agent for purposes of accepting service of legal process on behalf of the Fund.

The membership of the Board of Trustees changes from time to time. If you wish to receive a list of current Board members, please contact the Administration office.

#### **4. Description of Collective Bargaining Agreements**

The Plan is currently maintained by the collective bargaining agreement between the State of Alaska and ASEA/AFSCME Local 52. The agreement provides that the State of Alaska will make monthly contributions to the ASEA Legal Services Trust Fund for the purpose of enabling the employees working under the agreement to participate in the Plan.

The employer's obligation is to contribute an amount as set forth in the labor agreement. Copies of the pertinent sections of the collective bargaining agreement can be obtained by contacting any ASEA/AFSCME Local 52 office or the Administration Office.

**5. Plan Year**

The Plan operates on a fiscal Plan year basis. The end of the Plan year is June 30 of each year.

**6. Territory**

The Plan applies only to legal services, fees, and expenses incurred within the United States.

**7. Modification, Amendments, Suspensions and Interpretations**

The Trustees may, at any time, amend or modify any and all parts and portions of the Plan.

The Trustees have full power and authority to interpret the Plan and all of its provisions. This power and authority includes all decisions with respect to the nature and extent of legal services offered, the individuals covered, financing, and structure of the ASEA Legal Services Trust Fund.

**8. Effective Date of Benefits and Changes**

In the event that benefits are modified, changes in coverage or benefits shall be applied prospectively to services rendered after the effective date of modification.

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## **Part B**

### **Summary of Benefits**

#### **1. Legal Services**

The Plan year runs from July 1 through June 30. You must meet a \$25.00 deductible each Plan year before the Plan starts to pay benefits. The Plan will pay up to the yearly maximum of your covered legal expenses for the current Plan year. The maximum hourly amount the Plan will pay attorneys is \$200.00. The Plan does not cover retainer fees nor does it pay for charges on a flat fee or contingency fee basis. In no event shall payment for all legal services on all matters exceed the highest benefit available during the Plan year.

#### **2. Deductible per Plan year**

The deductible is the amount you pay for allowable legal services each Plan year before the Plan starts to pay benefits. If you have an ongoing legal issue that extends from one Plan year to another, you will be responsible for the deductible each Plan year. Only one deductible will be required for each eligible member covered by the Plan each Plan year, regardless of the number of legal matters.

The deductible is \$25.00 per covered member per Plan year.

#### **3. Yearly Maximum**

- a. The Plan will pay for legal services up to \$1,500, which is the current annual maximum per eligible member covered by the Plan for the plan year.
- b. You may authorize your dependent and/or designated beneficiary, who is not a member, to use your legal benefits. Part C, Section 4 below defines who is a dependent or designated beneficiary. Benefits used by your dependent and/or designated beneficiary will be deducted from the annual maximum legal services benefit to which you are entitled. You, as a member, are entitled to the current annual maximum for the Plan year, which your dependent, and/or designated beneficiary may use with your consent for a combined total of one annual Plan maximum.
- c. The Plan will pay for legal services up to two annual Plan maximums per Plan year (under coordination of benefits) if both you and your spouse or designated beneficiaries are covered by the Plan and give your consent.
- d. Legal service expenses incurred during a Plan year that are in excess of the limit are not recoverable in any other Plan year.

The Plan provides benefits for a wide variety of work attorneys may provide, but it does not cover all legal costs that you may incur. Before you see your attorney, be sure to read the complete description of benefits and exclusions, included in this booklet. If, after review, you are uncertain as to whether or not the matter is covered, please call the Administration Office.

You should explore the total costs for any problem that may require legal assistance with your attorney, and compare them with your benefits available under the Plan. You will then have a working understanding of what the Plan will pay and approximately what portion you may have to pay.

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## Part C

### Eligibility

#### 1. Initial Eligibility

Your eligibility will begin on the first day of the second month following the date you begin working in a covered position and have contributions reported on your behalf.

Example:

May	June	July
Begin Working	Lag Month	First Coverage

You begin work May 15 and receive your first paycheck June 15. Your coverage begins July 1. The month of June is referred to as the lag month. The lag month allows the time necessary for the State of Alaska to send their report and contributions to the Trust Fund, and for the Administration Office to prepare the Eligibility Report for July 1.

#### 2. On-Going Eligibility

Eligibility will continue for as long as you are so employed and have contributions made to the Trust Fund.

#### 3. Termination of Eligibility

Your eligibility will terminate at midnight of the last day of the second month following the date you last work and have contributions made on your behalf.

Example:

September	October	November
Work Ends	Lag Month	Last Eligibility

In this example, you will have ongoing eligibility for November based upon your work and contributions for September.

#### 4. Dependent Eligibility

Your dependents are eligible when you are eligible. They can use your legal benefits, if you

consent, and are subject to the same Plan requirements and limitations as you are. Your dependents are defined as:

- a. your legal spouse; and
- b. any of your unmarried children less than nineteen (19) years of age, who live in your home and are still dependent upon you for principle support (50% or more).

### **Termination of Eligibility**

Your eligibility for the Plan benefits will end when you no longer comply with all the conditions of eligibility listed above.

Fraud, attempted fraud, or improper use of the Plan will terminate your current and future benefits and the Plan will not pay accrued charges. The Plan may pursue legal recourse to recoup any overpaid benefits resulting from mistake or fraud.

### **5. Extension of Benefits**

- a. *For the Legal Matter:* The maximum payment allowed applies only to the Plan year and not to the legal matter. If the legal matter runs from one Plan year into another, Plan coverage will continue for that matter in the next year. For example, if you are involved in a lawsuit on January 1, and you use all of your legal service benefits for that year by May 1, the Plan will not cover any more charges for work done on the lawsuit until July 1, when you get benefits for the new Plan year. You can use this coverage to pay for charges for work done in the new Plan year on the same lawsuit. You cannot use your new Plan year benefit amount to pay charges for work done in the prior Plan year. The Plan year runs from July 1 through June 30.
- b. *For the Participant:* If your eligibility for benefits ends, you may still receive benefits under certain conditions. If you began a legal matter that was not finished when your eligibility ended, the Plan will continue to cover that matter until thirty (30) days after your eligibility ends, your Plan year maximum is exhausted, or the matter is concluded, whichever comes first.
- c. *Death of the GGU Participant:* Upon the death of an eligible participant, the Plan will provide up to one annual Plan maximum benefit for probate expenses. No other matter, costs, fees or charges will be covered by the Plan after the participant's death.
- d. *Family Medical Leave:* If you are not on the employer's current payroll solely because you are on approved leave under the provisions of the federal Family and Medical Leave Act (FMLA) or the Alaska Medical Leave Act (AMLA) under Section 25.09 of the Collective Bargaining Agreement, you will remain eligible for Plan benefits during the approved Family Medical Leave. If you terminate your employment while on Family Medical Leave,

your benefits will end on your termination date and you will not be eligible for the 30 day extension in Section 5 Subsection b above even if you began the legal matter prior to your termination date.

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## **Part D**

### **General Provisions**

#### **1. Coordination of Benefits**

If benefits under any other group legal services program are available to you for expenses also covered by this Plan, this Plan will pay its regular benefits either: (a) in full, up to the Plan year annual maximum if this Plan is considered the primary program, or (b) if another program is considered the primary program, in a reduced percentage up to the Plan year annual maximum of which, when added to the benefits payable by the other group legal services will equal 100 percent of the covered expenses. The legal services program which belongs to the participant with the earliest birth month and day will be considered the primary program. In no event can you recover more than 100 % of the total expense incurred.

You must report the existence of another group legal services plan to insure proper coordination of benefits, so that reimbursements can be made in cases of overpayment.

If your spouse is a participant of this Plan and you wish to coordinate benefits, you must both sign and submit claim forms requesting coordination of benefits. The coordination of benefits will be done on an even split up to the Plan year maximum for each of you.

#### **2. Administration of the Plan**

The Administration Office shall have authority to approve or deny coverage of a matter, based upon Plan rules, the invoice(s) submitted on your behalf, and any other related information that the Administration Office may receive.

#### **3. Hearing of Complaints**

In the event you and the Administration Office do not agree upon eligibility, duration, coverage of benefits, or payment under the Plan, you should first discuss clarifications with the Administration Office. If the disagreement is not resolved at this level, you may then appeal the disagreement to the Board of Trustees or a committee appointed by the Board for a claim review. You must request an appeal of your disagreement in writing, stating the reasons for your objections, to the Board of Trustees or the appeal review committee within sixty (60) days after being apprised of, or learning of, the Administrator's original denial of your claim for benefits. The Board of Trustees will consider the appeal at the next regularly scheduled Board of Trustees meeting, provided the appeal is received at least 15 days prior to the meeting date. If the appeal is received within 15 days of the meeting date, it may be heard at the following bi-annual meeting.

#### **4. Right of Recovery/Subrogation**

If a participant, eligible dependent, designated beneficiary, or attorney hired by the foregoing receives a settlement, payment on a judgment or decree, or other amount from a third party related to a legal matter for which the Plan has paid benefits, the Plan has a right to recover such benefits on a first dollar basis. The participant or, eligible dependent, has the duty to report such third party recoveries to the Plan and to direct the attorney engaged under the Plan to reimburse the ASEA Legal Services Trust Fund, by preference and priority, for such amounts as are recovered from the third party. This includes costs and attorney fees.

Any amounts received by a participant, eligible dependent, or attorney, from a third party for fees or expenses paid under this Plan shall be reportable and reimbursed to the Plan.

An attorney engaged under the Plan must reimburse the ASEA Legal Services Trust Fund, by preference and priority, in such amounts as are recovered from the third party. This includes costs and attorney's fees recovered from the opposing party. The ASEA Legal Services Trust Fund is entitled to all of the recovered amounts until it has recouped all of the benefits extended up to the amount paid by the Plan in the matter. Your benefit limit will then be credited any such amounts recovered up to the amount paid by the Plan.

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## **Part E**

### **Covered Legal Services & Expenses**

#### **1. Civil Litigation - (Non-Criminal Plaintiff or Defendant Actions & Administrative Proceedings)**

The Plan will cover judicial and administrative proceedings, including document preparation and appearances before any court or administrative agency, unless such proceedings are excluded under another part of the Plan. Attorney expenses for small claims actions are also covered if you do not wish to represent yourself.

Personal Injury - The Plan provides coverage for personal injury cases unless such proceedings are excluded under another part of the Plan. It does not provide coverage when legal representation is provided through any policy of insurance, except to such extent as may be reasonably necessary to protect your interest in connection with questions of coverage or liability over and above the policy or contract limits. Contingent Fees Cases and Worker's Compensation cases are not covered under the Plan.

#### **2. Real Estate Transactions**

The Plan will cover preparation, review and examination of documents concerning your personal residence.

The Plan is limited to assistance relating to your personal residence. If any part of the personal residence will be used as a rental property, special rules may apply. See Landlord and Tenant section below or contact the Administration Office. Note the Business Venture exclusion in Part F.

Defense of mortgage foreclosure actions against you as the owner of your personal residence are included.

#### **3. Land Purchase Contracts**

The Plan covers representation for the purchase of land for construction of a home for your personal residence. However, the Plan does not cover the sale of raw land.

#### **4. Wills and Probate**

You are entitled to see an attorney regarding estate planning and have your will prepared and executed under the supervision of an attorney. The Plan covers changes to your will.

The Plan will provide coverage for legal assistance that your executor or representative will need in handling your estate, including probate. (As noted earlier, benefits for this are handled

differently than other benefits. See Part C, Section 5, Subsection c, "Death of the GGU Participant".)

The Plan also provides for legal representation in those instances where you are, or should be, recognized as a beneficiary, heir, or next of kin and must obtain legal assistance in gaining or protecting that recognition. However, the expenses incurred by a participant or spouse acting as a personal representative or executor are excluded under the Plan.

## **5. Landlord and Tenant**

The Plan covers representation for you only as a tenant of a personal residence and involving:

- a. Lease of the property;
- b. Representation in an eviction action brought against you;
- c. Disputes with a landlord regarding proper and necessary services;
- d. Other disputes arising between you and your landlord or another person.

## **6. Consumer Transactions**

The Plan covers consumer transactions including claims arising from your purchase of goods and services for personal use or consumption and claims against you for unpaid bills or charges for the purchase of those goods and services. Only personal bankruptcies are covered by the Plan.

## **7. Family Law Matters**

The Plan covers legal services involving family or marital relationships. The Plan covers an eligible participant involved in:

- a. A complaint for divorce, separation, or annulment;
- b. A modification of a divorce decree;
- c. A child custody proceeding, including visitation issues;
- d. Child support matters (unless the State of Alaska Child Support Division is involved in the matter).
- e. An adoption proceeding for which attorney's fees are charged for services directly relating to the adoption;
- f. Guardianships, conservatorships, and similar legal relationships;
- g. Paternity actions;
- h. A pre-marital agreement;
- i. Power of Attorney;
- j. A change of name;
- k. IRS audits (See item 6 under Part F, Exclusions)

## **8. Covered Services and Expenses**

The Plan will reimburse the following services and/or expenses if they are related to one of the types of covered matters cited above:

- a. Document preparation;
- b. Negotiations, mediations, and other alternative dispute resolution services provided by an attorney;
- c. Appearances before a court or administrative agency;
- d. Consultation between attorney and client;
- e. Investigation and research performed by a lawyer or others under his or her direction in ascertaining facts, finding and taking statements of witnesses, and gathering information of any kind that may reasonably be necessary for adequate legal representation for covered cases.
- f. Attorney out-of-pocket expenses are limited to the following:
  - 1) Deposition, transcription, or stenographic fees;
  - 2) Printing, copying, and postage;
  - 3) Long distance toll calls, telegrams, and facsimile;
  - 4) Preparation of exhibits;
  - 5) Scientific or technical assistance, reports or tests, including medical examinations, surveys, etc.;
  - 6) Publication costs;
  - 7) Filing fees;
  - 8) Service of process fees;
  - 9) Courier/messenger services;
  - 10) Travel expenses for the attorney, only as necessary;
  - 11) City, county, borough, or state service tax.

## **9. Self-incurred Expenses**

Filing fees paid to the court systems by the members are the only expenses that will be reimbursed directly to the participant. A claim form must be completed and returned to the Administration Office with copies of the papers filed, and a receipt for payment of the filing fees.

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## Part F

### Exclusions

The Plan is not intended to cover all costs associated with seeing an attorney in every situation. The intent is to provide basic personal legal assistance, enabling the average family to retain a lawyer when the need arises. Under the requirements of the Internal Revenue Service, the Plan may cover only personal legal matters. The following types of matters are specifically excluded from coverage provided by the Plan.

#### **1. ASEA/AFSCME Local 52, the ASEA Legal Services Trust Fund, and Sponsors**

Any judicial, administrative, arbitration, or other proceeding, problem, or controversy involving any party to the Plan, including ASEA/AFSCME Local 52, ASEA Legal Services Trust Fund, ASEA/AFSCME Local 52 Health Benefits Trust, the State of Alaska and their officers, agents, and employees while in the performance of duties as officer, agent, or employee.

#### **2. Employment Matters**

Any judicial, administrative, arbitration, or other proceeding, problem, or controversy involving any employer or its officers, agents, or employees arising under the National Labor Relations Act, the Labor Management Relations Act, the Alaska Public Employment Relations Act or any other controversy in the nature of a labor-management or employment dispute, or where otherwise prohibited by law.

#### **3. Business Ventures and Capital Investments**

Services in connection with any business venture or other matter in which, for Federal Income Tax purposes, the cost of legal services would constitute a business expense or capital investment.

#### **4. Legal Representation if Available from Other Sources**

- a. Any legal proceeding in which you are entitled to legal representation or reimbursement for the costs from any source other than the Plan, regardless of whether or not you exercise this right to legal representation or reimbursement. However, legal service benefits under other group legal services may be coordinated with the Plan. (See Part D)
- b. Any case in which defense or other legal representation is provided through any policy of insurance, except to such extent as may be reasonably necessary to protect your interest in connection with questions of coverage or liability over and above the policy or contract limits.

- c. If, by reason of your indigence or low income, you are entitled to legal services provided by either government or voluntary agencies, you may still obtain benefits from the Plan.

### **5. Contingent Fee Cases, Retainer Fees, and Flat Fee Billings**

Any case in which you are a plaintiff or claimant and a contingency fee is normally and customarily charged (including Worker's Compensation and some personal injury cases), is excluded.

These matters are typically excluded from group legal plan policies because methods of financing attorneys' fees already exist. For example, if you are injured in an automobile accident and the driver of the other car seems to be at fault for the accident, an attorney will typically represent you for a percentage of any damages that you may recover from the other driver. If no damages are recovered, your attorney will get no fee for his or her services. This is called a "contingency fee arrangement" because the attorney's fee is contingent on recovery.

The Plan does not cover retainer fees or flat fee billings. Attorneys must submit invoices with detailed time records by day and by hour, describing the service rendered for each item.

### **6. Fees for Income Tax Advice, Completing or Filing Income Tax Returns**

Expenses and fees for services arising from obtaining income tax advice, completing or filing your personal income tax return. However, the Plan will cover fees for an attorney to represent you if you are audited, unless some other exclusion (such as the business venture exclusion) applies.

### **7. Expenses and Fees from Persons Related to You or Your Dependent**

Expenses or fees for services performed by a person related to you or your dependent by blood, marriage, or adoption, as described in Part C of your Plan Book, who is a resident of your household.

### **8. Attorney's Fees or Judgments Assessed Against You, Your Dependent, and /or Your Designated Beneficiary**

Attorney's fees or judgments that are assessed against you by the court, or arbitrator. This exclusion does not apply to the fees of your own lawyer.

### **9. Class Actions, Interventions or Amicus Curiae (Friend of Court) Filings**

Class actions, interventions, amicus curiae filings, and any other action not involving your personal, immediate, and direct interest.

## **10. Duplication of Services**

Although the Plan will pay for a second opinion on a legal matter, it will not pay more than once for the same service by the same attorney.

## **11. Criminal Cases and Traffic Litigation**

Expenses and fees arising from any service provided for a criminal case or traffic infraction or violation, including but not limited to the following:

- DWI (driving while intoxicated) or DUI (driving under the influence) charges;
- Speeding tickets;
- Parking tickets;
- Legal services in defense of the violation of a public law.

## **12. Interest on Overdue Balance and Bill Preparation**

- Interest Charges
- Bill preparation charges
- Attorney time to consult the Administration Office regarding a case, invoice, or written correspondence.
- Late fees

## **13. Real Estate Transactions NOT Related to Your Personal Residence**

Expenses and fees for real estate transactions not related to your personal residence.

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## **Part G**

### **How to Use the ASEA Legal Services Trust Plan**

To use the Plan, follow these simple steps:

#### **1. Review Your Plan Booklet**

Before you see an attorney, be sure to review your Plan booklet to determine if the legal matter is covered by the Plan. Eligibility requirements are addressed under Part C of this booklet. Call the Administration Office to check your eligibility. A description of benefits and exclusions is included under Parts E & F.

The Plan provides benefits for a wide variety of services that attorneys may provide, but does not pay for all legal costs that may be incurred. If, after reviewing sections C, E & F of this booklet, you are still not sure whether your legal matter is covered by the Plan, you can call the Administration Office at 907-561-5119 or 1-800-325-6352.

#### **2. Select An Attorney**

You may select an attorney of your choice provided (s)he meets the Plan's eligibility requirements as addressed in Part D of your Plan booklet.

While you remain free to use any attorney, the current listing of Participating Attorneys, is available at the Administration Office or on the website at [www.asealegalservices.org](http://www.asealegalservices.org), under Attorneys. Participating Attorneys will charge no more than the hourly rate the Plan pays. By providing this list of Participating Attorneys, we are not attesting to their abilities, just making available a list of attorneys who have agreed to charge no more than the Plan pays.

You may also want to talk with your friends and acquaintances about who they recommend for your particular kind of problem or issue. The Alaska Bar Association also provides a free statewide referral service. Their telephone number is 1-800-770-9999 or 1-907-272-7469 or you can write to them at PO Box 100279, Anchorage, Alaska 99510.

#### **3. Make An Appointment**

Once you select an attorney, call and make an appointment. You do not need to obtain the Administration Office's prior approval before contacting an attorney. Be sure the attorney understands that you are using the Plan. Do not hesitate to ask for an estimate of cost in advance.

#### **4. Take a claim form with the employee's statement completed and signed by you on your first visit to the attorney.**

You may also wish to have your plan booklet with you in case your attorney has questions and is not familiar with the Plan.

#### **5. Participant Responsibility**

You are responsible for verifying that you meet the Plan's eligibility requirements.

You are responsible for notifying the Administration Office of any changes in address. Unless otherwise instructed, correspondence will be sent to the address provided on the claim form.

You are responsible for the attorney fees and costs not covered by the Plan. The attorney must use his or her own judgment in determining your ability to pay for services to be rendered. Collections of attorney fees are the responsibility of the attorney. The Plan will not be liable for any fees that remain unpaid.

You are responsible for ensuring that the Administration Office receives, in a timely manner, the required forms, itemized invoices and any additional information requested by the Administration Office. It is your responsibility to contact the Administration Office to ensure that they have been received.

Invoices for services provided during the Plan year must be submitted for payment no later than sixty (60) days after the end of that Plan year. Since the Plan year ends on June 30, all bills for services provided during the Plan year immediately prior to July 1 must be received by the Administration Office no later than August 31. The Plan reserves the right to deny any claims submitted after these deadlines.

#### **6. What To Expect From The Administration Office**

Representatives of the Administrative Office are available to assist you with your questions about the Plan. The Administration Office is located at 375 W. 36th, Suite 200, Anchorage, AK 99503.

The telephone number is (907) 561-5119 or 1-800-325-6532. The Website address is [www.asealegalservices.org](http://www.asealegalservices.org). The Email address is: [Itsadmin@alaska.net](mailto:Itsadmin@alaska.net). The office hours are Monday through Friday, 8:30 a.m. to 4:30 p.m.

Upon receipt of all required documentation, the Administration Office will:

- a. Verify the participant's eligibility and Plan coverage for the matter.
- b. Notify you and the attorney if you or the legal services are not covered. You are responsible for fees and costs not covered by the Plan.

- c. Pay the attorney as soon as possible after receipt of all required documentation.
- d. When payment is made, send you an explanation of benefits indicating the amount of the total billing, the amount paid by the Plan, the costs and fees not covered by the Plan, and your share of the bill.

Invoices are paid based upon the date received. Invoices for services rendered should be filed as soon as possible after the services are provided. Delays in billing may mean the participant's benefits may be exhausted before the invoice is received and approved for payment.

Correspondence will be sent to the address provided on the claim form. It is the participant's responsibility to notify the Administration Office of any changes.

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## **Part H**

### **Attorneys**

#### **1. Attorney-Client Relationship**

The Plan does not choose an attorney for you, but simply pays one for the services covered in this booklet. In providing such legal services, an attorney will not receive instruction, direction, or interference from the Plan or the Administration Office. The ASEA Legal Services Trust Fund is not responsible or liable for any errors made by an attorney.

Attorneys are free to refuse to accept you as a client anytime before signing the Attorney Statement on the claim form. The completed and signed claim form shall serve as a contract between you, your authorized dependents, the attorney for the specific matter or matters listed therein, and the Plan.

#### **2. Attorney Requirements**

Any attorney licensed to practice in Alaska is eligible to participate.

Attorneys practicing in other states may participate upon submission of a current copy of their Bar Association membership card or Certificate of Good Standing.

Attorneys must complete and sign the Attorney Statement on a claim form in order to be a listed Plan Attorney.

Participating Attorneys must maintain malpractice insurance of at least \$100,000 per claimant and \$300,000 total. Altered documents will not be accepted by the Plan.

Participating Attorneys may not promote or publicize their status as such, except as may be consistent with the Code of Professional Responsibility.

Each attorney shall keep accurate and current books and records concerning each Plan participant who was advised or represented, the subject on which advice was given or representation offered or provided, the length of conferences, the amount of time spent in providing advice or representation, the disposition of the matter, and any charges made for legal services. These books and records shall be preserved for at least two (2) years after the matter involved is terminated. Each attorney shall make such books and records available to the Plan at reasonable times.

### **3. Filing Claims For Payment**

Each attorney engaged under the Plan must submit regular itemized billings for services rendered. Each bill must contain detailed time records by day and by hour, describing the service rendered for each item and must be attached to a completed claim form. Subsequent billings for the same matter can be submitted on a photocopy of the original completed claim form.

Invoices for services rendered should be filed as soon as possible after the services are provided, preferably within thirty (30) days. Since invoices are paid based upon the date received, delays in billing for services may mean member benefits are exhausted before the invoices are received and approved for payment. Invoices for services provided during the Plan year must be submitted for payment no later than sixty (60) days after the end of that Plan year. Since the Plan year ends on June 30, all bills for services provided during the Plan year immediately prior to July 1 must be received by the Administration Office no later than August 31. The Plan reserves the right to deny any claims submitted after these deadlines.

An attorney engaged under the Plan must reimburse the ASEA Legal Services Trust Fund for all third party recoveries.