



BENEFIT AGREEMENT

This Agreement made and entered into this 8th day of August, 2014 by and between Pre-Paid Legal Services, Inc. dba LegalShield, One Pre-Paid Way, Ada, Oklahoma 74820, an Oklahoma corporation and County of Hidalgo, Texas (“County”) 1615 S. Closner, Suite J, Edinburg, Texas 78539, a Texas government entity.

WHEREAS, LegalShield is in the business of developing and marketing prepaid legal services plans and the identity theft plans; referred to as the “LegalShield Legal Plan” and

WHEREAS, County desires to make available to their employees the LegalShield Legal and Identity Theft plans;

THEREFORE, the parties agree as follows:

SERVICE OFFERING

County will make available to its employees, as a payroll deduction benefit, the LegalShield Legal Plan outlined in Appendix A.

LegalShield will notify both the County and members of this group in writing any changes to the membership benefits thirty (30) days prior to the changes taking place.

SERVICE COST

The monthly cost to the member for the outlined plans shall be as follows

LegalShield Legal Plan	\$15.95
LegalShield Legal Plan and Identity Theft Plan	\$25.90
Identity Theft Plan (Stand-Alone)	\$14.95

The \$10 LegalShield Legal Plan enrollment fee shall be waived for all County employees enrolling as part of this group.

The above costs are guaranteed for Three (3) years.

SERVICE ENROLLMENT

Independent marketing associates of LegalShield shall be assigned to provide assistance with all initial and new hire enrollments.

County employees may enroll or discontinue the LegalShield Legal and Identity Theft Plans at any time.

When notified by the County that an employee will be taking a leave of absence, a payment option form will be mailed to the member at their home address. By completing and returning this form, the member may elect to continue the services through a monthly credit card or bank draft payment.

SERVICE BILLING

LegalShield shall bill County each month for the membership fees due for each active member and County shall remit such funds to LegalShield.

Payroll deductions will begin on date to be determined and the effective date of all memberships will be determined by County management in accordance with their benefits enrollment schedule. The effective date is defined as the first day the member is eligible for benefits.

SERVICE TERM

The initial term of the contract shall be for one (1) Year, with the County’s option to renew the agreement two (2)-one (1) year terms based on prior year’s performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day “Grace Period” at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

ENTIRE AGREEMENT

This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

This Agreement may be terminated without cause by County with thirty (30) day’s written notice prior to cancellation.

Notice under this Agreement shall be to the following individuals:

Honorable Ramon Garcia
County Judge
County of Hidalgo, Texas
1615 S. Closner, Suite J
Edinburg, TX 78539

Ms. Kathy Pinson
Executive Vice President of Operations
Pre-paid Legal Services, Inc. dba LegalShield
One Pre-Paid Way
Ada, OK 74820

County of Hidalgo, Texas

LegalShield.

Ramon Garcia, County Judge

Kathy Pinson, Executive Vice President of Operations

Date

Date

Attest:

Arturo Guajardo, Jr., County Clerk

Approved as to Form:
Atlas & Hall LLP

Stephen L. Crain

Approved by Commissioners' Court: _____



Dear Member:

As part of payment of the membership fee and abiding by the terms and conditions of this Contract and any attachments, you and all Covered Persons, will receive the legal services (the "Services") as outlined in this Contract. The Services will be provided by attorneys designated by the Company, who are licensed, practicing attorneys (referred to as the Provider Attorney or Referral Attorney as defined in the General Provisions). All requests for Services must be directed through the Provider Attorney in your state of residence in a prompt manner. This will allow sufficient time for preparation and response. For legal matters that arise within the United States and outside your state of residence, the Provider Attorney may assign an attorney who is licensed in the appropriate jurisdiction. Should you move to another state, your membership Contract and Provider Attorney will switch to your new state of residence after you notify the Company. Please refer to the General Provisions and other sections of this Contract for the definition of capitalized terms.

CONSULTATION SERVICES

A. Telephone Consultation. A Covered Person may receive toll-free telephone consultations on an unlimited number of personal legal matters. Consultations are available to the extent the Provider Attorney deems it necessary to adequately advise the Covered Person on the legal matter. Additionally, the Provider Attorney, in his/her Professional Judgment, may provide up to one hour of legal research concerning the matter if the legal matter cannot be adequately addressed during the telephone consultation. For this consultation and advice, the Covered Person will call the telephone number listed on the membership card during regular office hours, except on holidays.

B. Letter or Telephone Call. If the Provider Attorney, in his/her Professional Judgment, determines from the toll-free consultation with the Covered Person that either a telephone call or a letter would be of further assistance to the Covered Person, then the first such letter or telephone call (for each non-related personal legal subject matter per Membership Year) will be written or made on behalf of the Covered Person. Any additional telephone calls or letters from the Provider Attorney after the first one per subject per Membership Year will be provided under the Preferred Member Discount.

C. Document Review. After consultation, the Covered Person may submit for review any personal legal document of 15 pages or less relating to the consultation, in which the Covered Person is a contracting party. Document review does not include review of a document(s) for use in ongoing court proceedings or lawsuits, such as petitions, complaints, or requests or motions for court determination. The Covered Person shall provide a copy of the document to be reviewed, retaining the original, to the Provider Attorney. The Provider Attorney will review the copy and advise the Covered Person by telephone consultation on any areas of concern and the legal implications of those provisions and their conformity to State and Federal law. Any editing or negotiations concerning the document are available under the Preferred Member Discount.

**OFFERED BY:
PRE-PAID LEGAL SERVICES, INC.
ONE PRE-PAID WAY - P.O. BOX 145
ADA, OKLAHOMA 74820
1-800-654-7757**

24/7 EMERGENCY ACCESS

The Covered Person may receive toll-free telephone access to the Provider Attorney on a 24-hour per day basis by calling the emergency number on the Covered Person's membership card in order to consult with the Provider Attorney only when:

1. The Covered Person is detained by a Law Enforcement Officer. (A "Law Enforcement Officer" is any representative of any federal, state, or local law enforcement agency while that representative is acting in an official capacity or any private security personnel acting in the course of such person's employment). "Detained" means being restrained, searched or deprived of immediate liberty by a Law Enforcement Officer.
2. The Covered Person is detained or questioned by a Law Enforcement Officer or any representative of a federal, state, or local child welfare agency while the representative is acting in an official capacity regarding any minor child in the Covered Person's custody or control, or any dependent child of the Covered Person.
3. The Covered Person is involved in an automobile or motorcycle accident that results in bodily harm or physical injury.
4. The Covered Person is served with a warrant.

The telephone access provided is subject to conditions imposed by the detaining or questioning authority, which may prevent a Provider Attorney from communicating with the Covered Person on an immediate basis.

24/7 Emergency Access Exclusion:

Assistance in making, posting, or obtaining bond, bail, or other security required for release.

RESIDENTIAL LOAN DOCUMENT SERVICES

When buying their primary residence, the Member and Member's spouse, are entitled to have any and all residential loan documents, as may be required by the lending institution or by law and not otherwise provided or prepared by the seller, lender, or other third party, prepared by the Provider Attorney. All information necessary for the preparation of the documents must be provided to the Provider Attorney at least five business days prior to the closing date. Legal Services under this paragraph are available once each Membership Year for the Member's primary residence. Any documents prepared by a third party may be reviewed by the Provider Attorney prior to closing, provided they are submitted to the Provider Attorney at least five business days prior to the closing date. This Service does not include review of the abstract or preparation of a Title Opinion or the Provider Attorney's presence at closing.

FAMILY & DOMESTIC RELATED SERVICES

Each of the following Family and Domestic Related Services described in this section become available after your membership has been active for 90 consecutive days from the Effective Date. These Services are excluded from any proceeding that has already been initiated.

A. Uncontested Separation or Annulment. The Member is entitled to Services relating to an uncontested legal separation or uncontested civil annulment if available in the state of the Member's primary residence. Uncontested separation or uncontested civil annulment is defined as a separation or annulment where neither the Member nor Member's spouse is represented by counsel and all issues are agreed upon in writing by the parties without negotiation by the Provider Attorney. Services for a contested separation or contested civil annulment are available under the Preferred Member Discount. If, in the Provider Attorney's Professional Judgment, an uncontested legal separation or uncontested annulment becomes contested, subsequent Services will then be available under the Preferred Member Discount.

B. Uncontested Divorce. The Member is entitled to Services relating to an uncontested divorce. Uncontested divorce is defined as a divorce where neither the Member nor Member's spouse is represented by counsel and issues are agreed upon by the parties, in writing, without the negotiation by the Provider Attor-

ney, and net material assets of the marriage are under \$500,000. If a court or third party modifies any terms previously agreed upon by the Member and Member's spouse, the matter will become contested, unless both parties agree to the changes. If the court with jurisdiction over the divorce action changes or denies any term of an agreed upon decree, the divorce shall then be considered contested and services then provided under the Preferred Member Discount. Any division of retirement benefits or determination of a QDRO (Qualified Domestic Relations Order) is not covered and is the responsibility of the Member. Preparation and filing of documents affecting the property ownership or encumbrances on property are not included. These Services are available under the Preferred Member Discount. If, in the Provider Attorney's Professional Judgment, an uncontested divorce becomes contested or negotiated, subsequent Services will then be available under the Preferred Member Discount. Any post-decree legal issues are available under the Preferred Member Discount.

C. Uncontested Adoption. An uncontested adoption is defined as an adoption where all parties have agreed in writing to the adoption, all required consents are obtained and the adoption is not contested or challenged. If, in the Provider Attorney's Professional Judgment, an uncontested adoption becomes contested, subsequent Services are available under the Preferred Member Discount. Guardianship proceedings are excluded.

D. Uncontested Name Change. A Covered Person is entitled to Services relating to an uncontested name change prepared by the Provider Attorney. An uncontested name change is defined as a name change where all required consents are obtained and the name change is not contested or challenged. This Service includes the preparation for and attendance at, if required, the initial hearing to obtain the change in name. Preparation of any required publication notice and any governmental documentation such as fingerprints and criminal history checks are available under the Preferred Member Discount.

ESTATE PLANNING SERVICES

A. Last Will & Testament. A Covered Person is entitled to have a Last Will and Testament prepared by the Provider Attorney. The Last Will and Testament may include a codicil or amendment and may include the creation of a testamentary children's trust. Any other provisions in the Will regarding planning for estate taxes, complex distributions, and special needs trusts, will be provided pursuant to the Preferred Member Discount. These Services do not include the distribution for any assets outside of the United States. The Covered Person desiring a Last Will and Testament must complete a Will Questionnaire furnished by the Company and return it to the Provider Attorney. Execution and storage of the Last Will and Testament shall be the sole responsibility of the Covered Person. The Covered Person shall be entitled once during each Membership Year to have the Provider Attorney review his/her Last Will and Testament and make any necessary changes. The Covered Person has the sole responsibility to initiate the annual review and such review rights do not accrue from year to year.

B. Health Care Power of Attorney. A Covered Person will be entitled to have a Health Care Power of Attorney prepared according to his/her instructions and conforming to state law. Execution and storage of the Health Care Power of Attorney shall be the responsibility of the Covered Person. The Covered Person shall be entitled once during each Membership Year, to have the Provider Attorney review his/her Health Care Power of Attorney to make any necessary changes.

C. Physician's Directive/Living Will. A Covered Person will be entitled to have a Directive to Physician/Living Will form prepared which conforms to state law. Execution and storage of the document shall be the responsibility of the Covered Person. The Covered Person shall be entitled once during each Membership Year, to have the Provider Attorney review his/her Directive to Physician/Living Will to make any necessary changes.

MOTOR VEHICLE RELATED SERVICES

Legal services requested for the following Motor Vehicle Related Services are available 15 days after the Effective Date of this Contract. Services are not available for any matter arising or reasonably anticipated prior to the expiration of the 15 day waiting period.

If the Covered Person, while driving any Licensed Motor Vehicle, with the express consent and permission of the Licensed Motor Vehicle's owner, shall become involved in a motor vehicle accident, have a collision or be charged with a moving traffic violation, the Covered Person will be entitled to the following Services from the Provider Attorney, in the court of original jurisdiction.

A. Defense of all moving traffic violations except for those violations that result in misdemeanor or felony charges.

B. Defense of the Covered Person on any criminal charge for Manslaughter, Involuntary Manslaughter, Negligent Homicide, or Vehicular Homicide, arising from the permitted use of a Licensed Motor Vehicle.

C. A total of 2.5 hours of attorney time in each of the following situations:

1. When the Covered Person has been denied a driver's license or a driver's license has been cancelled, suspended or revoked by the issuing authority in a situation where a right to appeal is provided by statute.

2. When legal assistance is needed to reinstate or maintain a driver's license because of job related matters or medical reasons.

D. The Provider Attorney will provide a Covered Person with assistance up to, but not including, the filing of a lawsuit to collect all property damage claims of \$5,000.00 or less. These services are available for property damages incurred as a result of the Covered Person driving, being a passenger in, or being struck by any motor vehicle. Such assistance is limited to 2.5 hours of attorney time per property claim.

E. Traffic tickets must be submitted to the Provider Attorney at least five working days prior to the appearance date to receive Motor Vehicle Related Services.

Motor Vehicle Related Exclusions:

1. Pre-existing Conditions which are defined as those acts or events which give rise to the issuance of a citation for a moving traffic violation and which are alleged to have occurred prior to 15 days after the Effective Date of this Contract, even though the citation or ticket might not be issued until after 15 days following the Effective Date of this Contract.

2. Any matter in which it is alleged that the Covered Person is under the influence of or impaired by the use of alcohol, intoxicants, controlled substances, chemicals or medicines, whether prescribed or not.

3. Any matter where, in the Professional Judgment of the Provider Attorney, a claim, defense or legal position cannot prevail in court. This includes matters that are considered frivolous, groundless or without merit.

4. Any matter associated with driving a Commercial Vehicle. A Commercial Vehicle is defined as any motor vehicle being driven by a Covered Person for commercial or income-producing purposes.

5. Any matter associated with hit-and-run related charges, leaving the scene of an accident or similar charges, or criminal charges, except as provided above.

6. Any matters, tickets or violations which do not adversely impact a driving record or insurance record.

7. Any matter associated with charges that a Covered Person is driving without a valid operator's license, statutorily required insurance, proper registration or inspection, or properly working equipment.

8. Any appeal or any other post judgment relief action, including any matters or actions that must be filed in a different court for reconsideration or review.

TRIAL DEFENSE SERVICES

A. If the Member or Member's spouse is the defendant in a covered civil action filed in a state or federal district court, Services shall be provided as outlined in the schedule below. The number of hours are available to use on all covered lawsuits filed during that Membership Year. If more than one covered lawsuit is filed against a Member or the Member's spouse in a given year, the hours remaining at the conclusion of the first lawsuit may be used for the subsequent lawsuit. In no event will the number of available hours exceed the annual maximum number of hours, regardless of how many lawsuits are filed during any one Membership Year. Hours that are not used during the Membership Year expire at the end of the Membership Year and do not roll over to subsequent Membership Years. The Member must continue his/her membership while any covered action is pending in order to receive services.

Schedule:

1. First Membership Year: 60 hours of Trial Time, of which 2.5 hours may be used for Pre-Trial Time.
2. Second Membership Year: 120 hours of Trial Time, of which 3 hours may be used for Pre-Trial Time.
3. Third Membership Year: 180 hours of Trial Time, of which 3.5 hours may be used for Pre-Trial Time.
4. Fourth Membership Year: 240 hours of Trial Time, of which 4 hours may be used for Pre-Trial Time.
5. Fifth Membership Year: 300 hours of Trial Time, of which 4.5 hours may be used for Pre-Trial Time.

B. Pre-Trial Time, in the schedule above, is defined as Provider Attorney time rendered in defense of a covered lawsuit prior to the date of jury selection (in a jury trial) or opening statements (in a non-jury trial). This will include, but is not limited to, time between jury empaneling and opening statements, settlement conferences, telephone conversations, pre-trial conferences with the tribunal or judge, depositions, discovery, preparation of pleadings or motions and briefs, including motions for summary judgment.

C. Trial Time, in the schedule above, is defined as Provider Attorney time rendered in defense of a covered lawsuit from the date of and including jury selection (in a jury trial) or opening statements (in a non-jury trial) to the date of verdict or bench decision. Trial Time is limited to up to 8 hours per trial day and may include attorney time both in and out of the courtroom.

Trial Defense Services Exclusions:

1. Defense of any criminal charge.
2. Any lawsuit involving alcohol, drugs, substance abuse, chemical abuse or dependency or the use of medicines, whether prescribed or not, hit-and-run charges or leaving the scene of an accident.
3. Any matter against a Covered Person which arises as a result of business matters or interests (regardless of the form of the entity), or employment matters including:
 - a. Ownership, management, or association with a business, partnership, or corporate entity, or trust.
 - b. Any income producing property or venture regardless of the full-time or part-time nature.
4. Dependents, other than the Member's spouse, are not entitled to services under Trial Defense Services.
5. Assistance in matters relating to dissolution of marriage, separation, annulment, child custody or other divorce or domestic related issues, to bankruptcy proceedings, including adversary proceedings, or to any other matters for which Services are provided under other provisions of this Contract.
6. Class actions, amicus curiae filings or interventions filed in which the Covered Person is a party or potential party.
7. Pre-existing Conditions. Pre-existing Conditions for Trial Defense Services are defined as those acts which give rise to a lawsuit which are alleged to have occurred prior to the Effective Date, even though the lawsuit was filed after such Effective Date.

8. Any matter where, in the Professional Judgment of the Provider Attorney, a claim, defense or legal position is not likely to prevail in court. While the suit may be excluded from Trial Defense Services, the Provider Attorney may, in his/her discretion, provide assistance under the Preferred Member Discount for a possible resolution of the matter or other services deemed appropriate.
9. Garnishment, attachment, collection, appeal or any other post judgment relief action, including any matters or actions that must be filed in a different court for reconsideration or review and any arbitration, mediation, administrative proceedings, or other disputes, matters and actions outside a court of law and before a third party decision maker.
10. Counter claims where the Covered Person initiated a lawsuit.
11. Any matter where a Covered Person is acting on behalf of, or representing, another party (for example: executor, administrator, guardian or trustee).

IRS AUDIT LEGAL SERVICES

A. The Covered Person will receive up to 50 hours of services from the Provider Attorney when he/she is notified in writing by the Internal Revenue Service (the "IRS") of an audit, investigation or examination of his/her tax return or when he/she is requested, in writing, to appear at the offices of the IRS concerning his/her tax return.

B. Coverage for IRS Legal Services begins with any tax return due on April 15th of the same year as the Effective Date.

C. IRS Audit Legal Services shall be provided as follows:

1. Up to one hour of Services from the Provider Attorney within the first 30 days for consultation, advice and/or assistance, upon receipt of written notice from the IRS that the Covered Person's tax return is being audited, investigated or examined or when requested in writing to appear at the offices of the IRS concerning his/her tax return.

2. Up to 2.5 hours beginning on the 31st day for representation at the audit and for negotiations, conferences, and telephone conversations with the attorney and settlement conferences subsequent thereto, but prior to a lawsuit.

3. Up to the balance of 46.5 hours in Trial Time or services for actual trial appearance when the IRS sues the Covered Person or, after paying the disputed tax, the Covered Person sues the IRS. Trial Time is defined as Provider Attorney time rendered in defense of a covered lawsuit from the date of and including jury selection (in a jury trial) or opening statements (in a non-jury trial) to the date of verdict or bench decision. Trial Time is limited to up to 8 hours per trial day and may include attorney time both in and out of the courtroom.

IRS Audit Legal Services Exclusions:

1. Garnishment, attachment or any other post judgment relief action.
2. Charges of tax fraud or income tax evasion.
3. Trust returns, business and/or corporate tax returns, payroll and information returns, partnerships, corporation returns or portions thereof that are included in the Covered Person's tax returns.
4. Pre-existing Condition(s) which, for IRS Audit Legal Services, includes any event, investigation or notice from the IRS that the Covered Person knew of or had been notified of prior to the Effective Date.
5. Audits, examinations, or investigations where a professional preparer or an IRS enrolled agent is making a defense available, are not available for IRS Audit Legal Services.

6. Requests by the IRS asking for additional information to be supplied by mail or telephone before written notification of an audit is received.

PREFERRED MEMBER DISCOUNT

During the term of your Contract, a Covered Person may use the Provider Attorney for personal legal matters that are not otherwise provided by this Contract. The Covered Person will be entitled to services at a 25% discount of the standard hourly rate subject to the Provider Attorney's Professional Judgment and a separate Attorney-Client Contract. This does not apply to contingency fee matters or flat fee arrangements, which may be negotiated at a separate rate with the Provider Attorney.

GENERAL PROVISIONS

All Services are a part of and are subject to the General Provisions of this Contract.

- A. **Member:** The person executing this Contract, who shall be a natural person, who is named on the first page of this Contract.
- B. **Covered Person Shall Include:**
1. The Member.
 2. The Member's spouse.
 3. Never married dependent children of the Member, or Member's spouse, under 26 years of age who are permanent residents of the Member's household or full-time students.
 4. Children under 18 years of age for whom the Member, or the Member's spouse, is the legal guardian.
 5. Any dependent child, regardless of age, who is physically disabled or mentally incapacitated resulting in an inability to make legally binding decisions and is (i) unable to be employed; (ii) 51% or more financially dependent upon the Member or Member's spouse; and (iii) lives at home with the Member or Member's spouse. Documentation may be required by LegalShield or the Provider Law Firm before any legal services may be rendered.
 6. A dependent is the natural or adopted child of the Member, or Member's spouse, unless otherwise specified in this Contract.
- C. **Licensed Motor Vehicle:** A vehicle, except a Commercial Vehicle, which is properly licensed, insured, registered, inspected and with properly working equipment.
- D. **Documents:** The Provider Attorney may require the Covered Person to submit any documents and written authorizations as it may deem necessary or appropriate prior to rendering any legal services called for pursuant to the Contract.
- E. **Contract:** Any reference to "Contract" herein refers to this legal service contract between the Company and the Member.
- F. **Availability of Services:** (i) For any matter involving both the Member and another Covered Person, only the Member may be entitled to Services (ii) Covered Person is entitled to the Services outlined in this Contract only to the extent such Services are available and permitted by the laws of the state having jurisdiction over the legal matter.
- G. **Entire Agreement:** This Contract and the application of the Member shall constitute the entire contract between the parties. All statements, in the absence of fraud, made by the applicant for this Contract shall be deemed representations and not warranties and no such statements shall void the coverage or reduce benefits hereunder after the Contract has been in force for two years after its Effective Date, unless such state-

ment is in a written application attached to this Contract and a statement is material to the risk assumed by the Company.

H. Provider Attorney: The Provider Attorney is an attorney or law firm who has contracted with the Company to provide the Services described in this Contract in the Member's primary state of residence. This does not require all legal Services under the Contract to be performed by the Provider Attorney as the Provider Attorney or the Company, under certain circumstances, may refer matters to a referral attorney (a "**Referral Attorney**"). Referral Attorney and Provider Attorney may be collectively referred to in this Contract as the Provider Attorney. Information as to how legal services may be obtained are available by calling your Provider Attorney or by writing the Company at P.O. Box 145 Ada, OK 74821-0145 or by calling the Company at 1-800-654-7757.

I. Geographical Area of Coverage: This Contract only provides for legal Services in the United States, except where excluded, and does not include Services outside the United States or Services in other territories.

J. Native American Legal Issues Exclusion: Native American legal issues are excluded from Services. Services include any legal issues relative to the body of law dealing with the status of Indian Tribes, Native American citizens and their special status and relations with federal, state and tribal governments. This includes, but is not limited to, jurisdictional disputes, tribal and individual properties, royalties, conflicts with governmental powers and the Indian status of participants or subject matters as found in federal, tribal and/or state treaties, constitutions, statutes, regulations, case decisions, laws, ordinances, resolutions and administrative laws and decisions. This also includes legal issues before federal, tribal and/or state courts, administrative bodies, arbitration panels or arbitrators, tribunals and/or hearing panels, judges or officers.

K. Effective Date: The Effective Date is the date on the membership application or date the application is submitted to the Company via the Internet.

L. Eligibility Period: The Eligibility Period begins on the Effective Date of the Contract and terminates immediately in the event of cancellation by the Company for fraud. In the event this Contract is cancelled, the Eligibility Period shall terminate on the date the membership is no longer paid current.

M. Membership Year: Membership Year shall be defined as the period of time beginning on the Effective Date of the Contract, extending for a period of one year thereafter, and each one year period thereafter.

N. The Company: Any reference to the "Company" in this Contract shall refer collectively to Pre-Paid Legal Services, Inc. and its affiliates, dba LegalShield.

O. General Exclusions: The following items are specifically excluded from this Contract and shall not be interpreted as included Services under any provision of the Contract:

1. Any matter involving any Covered Person which arises as a result of business matters or interests (regardless of the form of the entity), including:
 - a. Ownership, management, or association with a business, partnership, corporate entity, or trust.
 - b. Any income producing property or venture regardless of the full-time or part-time nature.
2. Fines, court costs, filing fees, ad litem fees, penalties, expert witness fees, bonds, bail bonds and any out-of-pocket expense.
3. Any person or entity who initiates or participates in a lawsuit against the Company or any of its subsidiaries or affiliates, or is named as a defendant or respondent in a lawsuit initiated by the Company or any of its subsidiaries or affiliates, shall be specifically excluded from receiving any of the legal services under any Service of this Contract, during the pendency of such lawsuit or until its resolution.
4. Any matter, issue, consultation, action, proceeding, or dispute between the Covered Person and the Provider Attorney or the Covered Person and the Company.
5. Any matter which the Provider Attorney determines is resolved or has been raised an unreasonable number of times without substantial change of circumstance.

6. Any matters which are covered by any insurance policy.

P. Attorney-Client Contract and Representation: All Services which may require payment of any anticipated cost or payment of a retainer to the Provider Attorney to cover reasonable anticipated legal services not covered by the Contract, shall be subject to the terms of an Attorney-Client Contract. This Attorney-Client Contract is to be agreed upon by the Covered Person and the Provider Attorney prior to the time services are rendered. All determinations of retainers and anticipated costs to be incurred shall be the sole discretion of the Provider Attorney. When applicable, eligibility for receipt of Services under the Contract is contingent upon payment of such retainers and anticipated costs prior to commencement of legal representation. All services and legal representation will be limited to the Services available under this Contract and the Provider Attorney has no duty or relationship beyond the specified Services.

Q. Provider Attorney's Professional Judgment: It is the sole discretion of the Provider Attorney to determine whether claims or defenses pertaining to any matter under any Service of this Contract present frivolous or otherwise unmeritorious claims or defenses, including decisions to take any contingency case or to appeal any judgment or decision. The Provider Attorney reserves the right to make independent professional judgments. The Company will in no way influence or attempt to affect the rendering of professional services by the Provider Attorney.

R. Examination Right: The Member shall have 10 days after delivery to examine the Contract. If the Member is not satisfied with it for any reason, the Member may send written notice rescinding the Contract and have the paid membership fee refunded. Upon the Member's delivery of written notice of rescission of the Contract to the Company or the agent through whom it was purchased, within 10 days of delivery, the Contract shall be void from the beginning and the parties shall be in the same position as if this Contract had not been issued.

S. Cancellation of Contract: The Company may cancel this Contract for fraud, for non-payment of membership fees or if the Provider Attorney determines, in his/her Professional Judgment, that the Member is unable, unwilling or incapable of accepting or understanding legal advice and services. The Company shall notify the Member in writing of any such cancellation. All Services will automatically terminate at the end of the Eligibility Period. The Member may cancel the Contract at any time by giving notice to the Company. Upon written request, the Member shall be entitled to be reimbursed the unused portion of the membership fees paid for this Contract, the amount to be calculated on a pro-rata basis over the period of the Contract. Any enrollment fees are considered earned when paid and will not be refunded should this Contract be cancelled by the Member. In the event of cancellation by the Company, only those events reported in writing to the Provider Attorney during the Eligibility Period are provided.

T. Settlement of Disputes: All disputes or claims relating to the Company; this Contract; any Company products or services; any claims or causes of action between any Covered Person, the Company and any of the Company's officers, directors, employees or affiliates, whether in tort or contract; shall be settled totally and finally by arbitration according to the Commercial Arbitration Rules of the American Arbitration Association. If any Covered Person files a claim or counterclaim against the Company or any of its officers, directors, employees or affiliates in any such arbitration, he/she may do so only on an individual basis and not with any other member or as part of a class action.

U. Mutual Cooperation: The Member and Company shall mutually cooperate with the Provider Attorney for the effective provision of legal services. At all times the Member shall conduct the relationship with professionalism and mutual respect.

V. Duplication of Coverage: A Covered Person may not secure Services from the Provider Attorney for the same matter under more than one Contract and may not secure the Services of more than one attorney on any given subject matter.

W. Change of Contract: No change in the Contract shall be valid until approved by an officer of the Company and endorsed on or attached to the Contract. No agent or sales associate has authority to change the Contract or to waive any of its provisions. A 30 day notice will be given should there be any change in this Contract.

X. Reinstatement: This Contract may be reinstated at any time within 31 days of cancellation, with full rights and coverages, provided the Member remits to the Company within the 31 day period all membership fees nec-

essary to pay the Contract to a current status. The Contract may be reinstated at any time after the 31 day cancellation date provided the Member (i) remits the current membership fees due, (ii) has remitted promptly in the past, (iii) has not previously cancelled his/her membership and requested reinstatement, and (iv) has not, in the past, made unreasonable demands, as determined by the sole discretion of the Company, on the Provider Attorney for representation. In the event the membership is reinstated after 31 days, the Member shall receive the Contract which is then currently on file with the Texas Department of Licensing and Regulation.

Y. Change in Fees: The Company reserves the right to change the established membership fee for this membership. Changes in the membership fee will only occur after the current payment period has expired. Should the membership fee be changed, the Member will be given a 30 day written notice.

Z. Severability: If any provision of this Contract is deemed invalid or unenforceable in any respect, such provision shall be, to the extent possible, reformed to make it effective. If any provision is deemed invalid and incapable of being reformed, it shall not impact the validity and enforceability of all other provisions of this Contract, which shall remain valid and enforceable.

AA. Subrogation: If the Company or Provider Attorney makes a payment under this Contract and the person to or for whom payment was made has a right to recover damages from another, the Company shall be subrogated to that right.

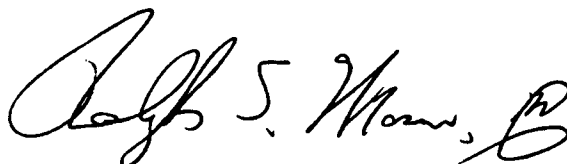
BB. Release of Information: Any Covered Person, directly or by survey, submitting to the Company complaints about or inquiries concerning a Provider Attorney's services, authorizes the Provider Attorney to disclose to the Company any and all communications between the Covered Person and the Provider Attorney, including privileged and confidential information, in order to respond to such complaint or question.

CC. Adequate and Timely Notice: To be entitled to receive benefits under this Contract, the Covered Person must submit to the Provider Attorney adequate facts and documents in a timely manner in order to allow an attorney time to review the facts and documents, enter into a retainer agreement with the Covered Person when appropriate, and provide legal assistance as required by this Contract. This includes, as a minimum, that traffic tickets must be submitted at least 3 working days prior to the appearance date, and all litigation must be submitted for defense benefits at least 5 working days prior to the date any answer or other responsive pleading is due to be filed and at least 5 working days before any scheduled court hearing. Failure to timely submit adequate documents and facts to the Provider Attorney shall render any obligation of the Provider Attorney to enter an appearance in the matter, or to provide any other benefits, null and void.

DD. Payments of Membership Fees: Membership fees for direct payment by the Member to the Company are \$19.95 monthly or \$239.40 on an annual basis. For Members authorizing payment by payroll deduction from a participating employer, with less than 2000 employees, membership fees shall be \$18.95 monthly or \$227.40 on an annual basis. For Members authorizing payment by payroll deduction from a participating employer, with 2000 or more employees, membership fees shall be \$15.95 monthly or \$191.40 on an annual basis.

EE. Relocation to Another State: Should the Member move to another state, this Contract will terminate; provided, however, that upon request of the Member, the Company will transfer the Member's Contract to one available in that state, if any.

FF. Legal Service Contract: Pre-Paid Legal Services, Inc., is a registered legal service contract company in the State of Texas. This legal service contract is not an insurance contract. Legal service contract companies and their sales representatives are regulated by the Texas Department of Licensing and Regulation (DLR). You may contact the DLR at P. O. Box 12157, Austin, TX 78711, telephone 512-463-6599, toll-free 800-803-9202 or legalservicecontract@license.state.tx.us.



Ralph S Mason, III
Chief Executive Officer



AMENDMENT

The following items are excluded from coverage under the membership contract:

(1) Any action, proceeding or dispute related to the Named Member's employment; provided, however, when specifically provided by a specialty plan, a member may be entitled to administrative hearings benefits in accordance with contract terms.

(2) Any action, proceeding or dispute between the member and Pre-Paid Legal Services, Inc. and its affiliates or its agents, the member and the Provider Attorney, or the member and any other party when such coverage is prohibited by law.

This exclusion applies specifically to contract number .

PRE-PAID LEGAL SERVICES, INC.



IMPLEMENTATION SCHEDULE

LegalShield Corporate Office along with the Group Benefit Specialist assigned to service your group stand ready to make the implementation process effective and efficient. The outline below is a tentative schedule that will be customized to meet your company's personal needs.

1. Once LegalShield has been awarded the opportunity to provide your employees with legal services, an initial meeting between your company's representatives and our Group Benefit Specialist will be set. During this meeting the following will be addressed:
 - a. Signature of the authorizing officer will be secured for authorization of payroll deduction
 - b. Establish employee enrollment meeting dates, times and locations
 - c. Establish communication materials needed to announce enrollment and establish dates when your company would like to have these materials in hand
2. If applicable, a website for enrollment will be completed within 8-10 business days of the initial meeting.
3. A conference call will be set-up and initiated by LegalShield Group Billing Department with your company representatives at your company's convenience to address any concern in regards to electronic enrollment, billing, scheduling and any other administrative concerns.
4. Group Benefit Specialists will provide communication materials to your group and distribute them in compliance with your company's regulations.
5. If online enrollment is to take place, the login and password will be provided to your company representative for distribution to your employees.
6. If onsite enrollment is elected by your company, LegalShield will provide a Group Benefit Specialist on location to conduct enrollment meetings. These meetings will last approximately 20 minutes and will include an explanation of benefits, information concerning the Provider Law Firm and instruction on how to access assistance from the firm. Enrollment is completed once a one-page membership application is filled out. At that point, each new member is given a Temporary Membership Packet includes written instructions on how to contact the Provider Law Firm and Customer Service at the Corporate Office. It also includes temporary enrollment cards that your employees may place in their wallet or purse to ensure that the attorney information is always at hand.
7. Formal membership packets consisting of will questionnaires, a copy of the membership contract listing all the benefits available under the membership, and permanent membership cards will arrive via mail to each member's home address within two weeks of enrollment.
8. Within thirty days of the establishment of the group, a managing partner with the Provider Law Firm will contact your company's contact person for a formal introduction and welcome. **PLEASE NOTE: All communication and membership materials are provided to your company and its employees at no cost to your company.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/4/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - 952-242-3100 Wells Fargo Insurance Services USA, Inc. 400 Highway 169 South St. Louis Park, MN 55426	CONTACT NAME: Amy Bond PHONE (A/C, No. Ext): (952) 272-3141 FAX (A/C, No): (866) 418-2515 E-MAIL ADDRESS: amy.bond2@wellsfargo.com														
INSURED MidOcean PPL Holdings Corp Pre-Paid Legal Services, Inc. dba LegalShield 1 Prepaid Way Ada OK 74820-5813	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B: Chubb Indemnity Insurance Co.</td> <td>12777</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Federal Insurance Company	20281	INSURER B: Chubb Indemnity Insurance Co.	12777	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Federal Insurance Company	20281														
INSURER B: Chubb Indemnity Insurance Co.	12777														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES
CERTIFICATE NUMBER: 7801285
REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			35983718	06/01/2014	06/01/2015	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000																				
MED EXP (Any one person)	\$ 10,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			73580470	06/01/2014	06/01/2015	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																				
AGGREGATE	\$																				
	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			71749133	06/01/2014	06/01/2015	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER																				
E.L. EACH ACCIDENT		\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is named as Additional Insured as respects General Liability where required by written contract or agreement.

CERTIFICATE HOLDER

Hidalgo County
 Purchasing Dept, Martha Salazar
 100 E Cano 4th Fl Adm Bldg
 Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE