

WORKERS' COMPENSATION ASSIGNMENT
AND LITIGATION MANAGEMENT PLAN

The Attorney General (AG) desires to assign the law firm of (hereinafter referred to as "Attorney") to conduct litigation on behalf of the Board of Trustees of State Institutions of Higher Learning's Self-Insured Workers' Compensation Program (hereinafter called "IHL"). The Attorney is expected to fully and faithfully perform in the best interests of IHL and to review every legal activity with the view toward the most efficient and immediate resolution. IHL views Attorney as an integral part of the litigation management process and expects Attorney to comply with this plan as part of his/her ethical obligations.

I. REPORTING

All reports shall be sent to IHL's Office of Risk Management (RM), IHL's designated claim personnel, and other parties designated by the RM.

A. Receipt of a new file

Attorney is expected to designate an assigned attorney that has the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation of IHL. The Attorney is to acknowledge the receipt of a new assignment in writing to RM, IHL's claims administrator, and other parties designated by the RM as soon as reasonably possible. That acknowledgment should include the name of the attorney assigned the defense, a brief summary of the known facts, and an itemization of the activities to be performed to complete the investigation and/or evaluation with designation as to who is to do those items. As soon as adequate information is available, the assigned attorney should offer an opinion as to the evaluation of the exposure, an estimation of the projected cost of defense, and the appropriate disposition of the litigation to the RM, IHL's claims administrator, and other parties designated by the RM.

B. Status Reports

On an ongoing basis the assigned attorney is expected to briefly summarize pertinent developments on a file as they occur to include a summary of discovery responses, depositions, hearings, and other similar items of major importance. These summaries shall be sent to the RM, IHL's claims administrator, and other parties designated by the RM.

II. ACTIVITY REQUIREMENTS

A. Answer and Discovery

The Answer is expected to be timely filed and, if appropriate, accompanied by preliminary Interrogatories and Requests for Production of Documents. Any other discovery is expected to be approved by the RM or IHL's designated claims administrator.

- B. **File Documentation**
A copy of Attorney's work product is expected to be sent to the RM, IHL's designated claim personnel, and other parties designated by the RM; however, non-substantive matters not affecting the litigation or evaluation of the case need not be sent.
- C. **Investigations and Negotiations**
Investigation is to be conducted by IHL's designated claim personnel with the assistance and counsel from Attorney when appropriate. Attorney is not to conduct investigation or handle settlement negotiations unless specifically authorized by the RM or IHL's designated claim personnel.
- D. **Expert Witnesses**
Expert witnesses shall not be hired by Attorney without specific prior approval of the RM or IHL's designated claim personnel.
- E. **Motion Practice and Depositions**
Attorney is expected to minimize the use of motions and depositions. Attorney will not be paid for engaging in paper wars with opposing counsel, and any depositions to be taken must be authorized by the RM or IHL's designated claim personnel.
- F. **Inter-Office Conferences and Duplication of Effort**
IHL will not pay for duplicate effort. A matter will be assigned to a specific attorney within the firm, and responsibility for the quality of the work product and the avoidance of duplication of billing remains with that assigned attorney. IHL will not pay for the attendance by more than one representative of a law firm at any meeting, court appearance, conference, or other similar item without prior approval. The assigned attorney is expected to direct activities to be performed by appropriate personnel so that the work activities are performed by the least expensive staff member capable of effectively handling the required activity. IHL will not pay for interoffice communications within firm.
- G. **Research**
The Attorney and its assigned attorney are expected to be well versed in Workers' Compensation law; therefore IHL will not pay for extensive research of relatively routine matters which should otherwise be within the knowledge of experienced practitioners.
- H. **Request for Settlement Authority**
Settlement authority requests must be made on a timely basis. Attorney is expected to review settlement possibilities and provide their recommendation in a time frame that allows IHL's designated claim personnel and the RM ample time for review prior to the hearing.

III. BILLING REQUIREMENTS

The Attorney's compensation will be the lesser of (a) the assigned attorney's usual and normal fee, or (b) the maximum fee established by attachment "A" of this agreement. The Attorney's compensation for all other expenses and costs will be the lesser of (a) the assigned attorney's usual and normal charges, or (b) the maximum fee established by this agreement.

A. Billing Format and Cycle

1. Each claim will be billed separately by Attorney. Each bill is expected to include the style of the case, IHL's designated claim personnel file number, and a summary at the end of each bill setting forth the total amount of fees and expenses in the billing period.
2. Attorney's bill may be submitted to the IHL's designated claim personnel on 90 day intervals from the time the file is opened. Upon receipt, the bill will be reviewed and if appropriate recommended to the RM. The RM will review and forward to the Attorney General for approval of payment.
3. Expense items incurred in conjunction with the litigation are to be forwarded to IHL's designated claim personnel for review and payment.
4. All billing will be made on a tenth of an hour system.
5. Each item performed by Attorney will be itemized on the bill showing the date performed, nature of the task, identity of the individual performing the task, and time spent on the task.

B. Miscellaneous Billing Provisions

1. Secretarial or administrative time is inclusive in the hourly fee paid the Attorney and the Attorney may not bill for such services. Examples of such services include but are not limited to clerical tasks, which includes diary activities, opening and closing files, searching for files, filing materials in files, word processing, and similar activities.
2. Attorney will not bill for an associate's apprenticeship time which does not contribute to the defense or disposition of the file. Examples include but are not limited to attending scheduled items which are actually handled by the more experienced attorney, or more than one redraft of a pleading or letter.
3. Attorney may bill for file organization by a paralegal or attorney if the work is necessary and the time spent is reasonable.
4. Where a task benefits more than one case, the time and travel spent shall be prorated or apportioned between the files on which the time is spent.
5. The assigned attorney taking a deposition is expected to prepare the summary rather than a paralegal or another lawyer being utilized to summarize the deposition after the transcript is received. (Line by line

summaries will not be reimbursed unless approved by the RM or IHL's designated claim personnel in advance).

C. Expenses and Costs

1. Photocopying - No more than \$.15 per page or the actual charge of a copy service. Large copying jobs are to be sent to a capable but economical outside copy service.
2. Facsimiles - Attorney will not bill for sending or receiving facsimiles, or any supplies or service fees applicable to the facsimile equipment.
3. Messenger and Delivery - Use of an outside messenger service will not be reimbursed unless approved by the RM or IHL's designated claim personnel in advance. If the outside messenger service is for the convenience of opposing counsel or the claimant/plaintiff, he or she should pay for same and not IHL.
4. Travel - Travel in a personal automobile to handle an assigned matter shall be billed at the current General Service Agency rate in effect per mile for actual miles traveled. Discretion is required in any overnight travel and only reasonable hotel rates and meal expense will be reimbursed. If air travel is required, prior approval must be obtained from the RM or IHL's designated claim personnel. IHL will only pay the rates for coach air fare and compact rental cars. Meals are reimbursed only if overnight stay is necessary and strictly for the purpose of IHL business. There will be no reimbursement for entertaining, dry cleaning, or other non-essential expenditures.
5. Telephone - Long distance telephone and facsimile charges will be reimbursed at actual cost to Attorney. Cellular telephone expenses are not reimbursable by IHL.
6. IHL will not pay for overhead items such as costs of seminars, books and association dues.
7. Attorney shall provide IHL's designated claim personnel with receipts for all expense items for which reimbursement is sought.
8. No additional compensation will be provided by IHL for any expense, cost, or fee not specifically authorized by this agreement or by written authorization from the RM or IHL's designated claim personnel.

IV. AUDIT

IHL may audit all files handled by Attorney on behalf of IHL to evaluate the quality of the work and compliance with the items contained in this Litigation Management Plan. IHL reserves the right to seek reimbursement of inappropriately billed time or expense items.

V. MISCELLANEOUS

Except as may otherwise be required by law or legal process, copies of all reports, work products or other information pertaining to work governed by this agreement is the property of IHL and may not be released to a third party, except those authorized by this contract, unless approved by the RM prior to release.

VI. TERMINATION OF ASSIGNMENT

The RM or his duly authorized representative, following consultation with the Attorney General, may terminate this contract at any time by giving written notice to the Attorney of such termination at least five days before the effective date of such termination. In such event, all finished and unfinished work by the Attorney shall be transferred to IHL. If the contract is terminated by IHL as provided herein, the Attorney will be entitled to receive just and equitable compensation for any satisfactory work completed.

ACKNOWLEDGMENT AND AGREEMENT

The Attorney identified below acknowledges that it has received the Assignment and Litigation Management Plan for Mississippi Institutions of Higher Learning and that it has been read by the lawyers and paralegals in the firm who will handle litigation on behalf of IHL. The undersigned Attorney and his/her law firm agrees to comply with the terms of this Litigation Management Plan as part of Attorney's ethical obligations.

NAME OF FIRM

BY

TITLE

DATE

ATTACHMENT “A”

The Attorney's maximum fee (hourly charges) to provide legal services for IHL are as follows:

Partner	\$ _____
Associate	\$ _____
Paralegal	\$ _____

The maximum fees include, but are not limited to, all applicable taxes, fees, general office expense, overhead, profit, and all other direct and indirect costs incurred or to be incurred, by the Attorney. No additional compensation will be provided by IHL for any expense, cost, or fee not specifically authorized by contract, or by written authorization from the RM or IHL’s designated claim personnel.

The payment of an invoice by IHL will not prejudice IHL's right to object or question any invoice or matter in relation thereto. Such payment by IHL shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any costs invoiced therein. Attorney's invoice or payment will be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by IHL not to constitute allowable costs. Any payment may be reduced for overpayment, or increased for underpayment on subsequent invoices.