

## TORT ASSIGNMENT AND LITIGATION MANAGEMENT PLAN

The Board of Trustees of State Institutions of Higher Learning, through its IHL Self-Insured Tort Claims Plan (hereinafter called "IHL"), desires to assign \_\_\_\_\_ (hereinafter referred to as "Attorney") in the action of \_\_\_\_\_. The Attorney is expected to fully and faithfully perform in the best interests of IHL and those on whose behalf IHL is acting and to review every legal activity with the view towards 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 possess the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation of IHL in actions governed by the Mississippi Tort Claims Act. The Attorney is to acknowledge the receipt of this new assignment by signing and returning the Assignment and Litigation Management Plan to IHL. As soon as possible the Attorney shall review the Official Notice of Claim for compliance with section §11-46-11 and the Attorney shall advise if the Official Notice of Claim is in strict compliance. After contact with IHL's claim personnel, and with recognition and knowledge of the immunities offered by the Mississippi Tort Claims Act, the Attorney shall provide a recommendation for handling the defense of this action prior to answering the complaint. Inclusive in the Attorney's recommendation shall be the Attorney's opinion as to appropriate disposition of the litigation, evaluation of the exposure, and an estimation of the projected cost of defense .

#### B. Status Reports

On an ongoing basis the 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 claim personnel, 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 claim personnel.

**B. File Documentation**

A copy of Attorney's work product is expected to be sent to IHL, IHL's designated claim personnel, and any other designated parties approved by the RM; however, non-substantive matters not affecting the conduct of 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**

The IHL will not pay for duplicate effort. This matter is assigned to the Attorney and the Attorney is responsible for the quality of the work product and the avoidance of duplication of billing. The IHL will not pay for the attendance by any other attorney at any meeting, court appearance, conference, or other similar item without prior approval by the RM or IHL's designated claim personnel. The 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 handling the required activity. The IHL will not pay for interoffice communications within Attorney's offices.

**G. Research**

IHL will not pay for research of relatively routine matters which should otherwise be within the knowledge of experienced practitioners. All billings requesting payment for research must include a statement of justification.

**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 trial.

**III. BILLING REQUIREMENTS**

The Attorney's compensation shall 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 shall 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 the 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 for payment. The RM, after review and if appropriate, shall authorize payment.
3. Quarterly bill must be accompanied by an Attorney Status Report.
4. Expense items incurred in conjunction with the litigation are to be forwarded to IHL's designated claim personnel for review and payment.
5. All billing will be made on a tenth of an hour system.
6. 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.
7. IHL will not pay for research of relatively routine matters which should otherwise be within the knowledge of experienced practitioners. All billings requesting payment for research must include a statement of justification.

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. Payment of an associate attorney's time will not be allowed unless prior approval is obtained from the RM. Should an associate be approved to assist the Attorney, the time billed must contribute to the defense or disposition of the file and not duplicate the efforts of the Attorney.
3. Attorney may bill for file organization at the paralegal rate 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 shall 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 airfare 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 shall 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 request an audit of all the 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, except those authorized by this contract, requested by a third party shall be approved by the RM prior to release to the third party.

## VI. TERMINATION OF ASSIGNMENT

The RM or his duly authorized representative 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 that event, all finished and unfinished work by the Attorney shall become the property of IHL. If the contract is terminated by the RM or his duly authorized representative, the Attorney shall be entitled to receive just and equitable compensation for any satisfactory work completed.

## ACKNOWLEDGMENT AND AGREEMENT

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

NAME OF ATTORNEY

SIGNATURE

DATE

## **ATTACHMENT "A"**

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

## 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 shall 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 shall 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.

