



CONTRACT NUMBER MA-017-24010708
BETWEEN
COUNTY OF ORANGE/COUNTY PROCUREMENT OFFICE
AND
WS LAW, APC
FOR
LEGAL DEFENSE OF WORKERS' COMPENSATION CLAIMS

This Contract **MA-017-24010708** for Legal Defense of Workers' Compensation Claims (Contract) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (County) and **WS Law, APC**, a State of California Corporation (Contractor), with County and Contractor sometimes individually referred to as (Party), or collectively referred to as (Parties).

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work

Attachment B – Pricing and Compensation

Attachment C – Key Personnel/Staffing Plan

Attachment D – Workers' Compensation Claims Management Litigation Protocols

Attachment E – Business Associate Contract

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Legal Defense of Workers' Compensation Claims under a usage Contract; and,

WHEREAS, Contractor responded to a Request for Proposal (RFP) for Legal Defense of Workers' Compensation Claims, RFP 017-2560201-RC, as further set forth herein; and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and,

WHEREAS, County solicited a Contract for Legal Defense of Workers' Compensation Claims as set forth herein, and Contractor represented that it is qualified to provide Legal Defense of Workers' Compensation Claims to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Legal Defense of Workers' Compensation Claims to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Pricing and Compensation, attached hereto as Attachment B; and,

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for Legal Defense of Workers' Compensation Claims with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

GENERAL TERMS AND CONDITIONS:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **INTENTIONALLY OMITTED.**
- E. **INTENTIONALLY OMITTED.**
- F. **INTENTIONALLY OMITTED.**
- G. **INTENTIONALLY OMITTED.**
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in article "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious

creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, CEO/ Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned, and hired vehicles	\$1,000,000 combined single limit each accident
Workers' Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per accident or disease
Network Security & Privacy Liability	\$1,000,000 per claims-made
Professional Liability	\$1,000,000 per claims-made or occurrence \$1,000,000 aggregate

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

Required Coverage Forms

The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the County of Orange its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state *As Required by Written Contract*.
- 2) A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents, and employees*** or provide blanket coverage, which will state *As Required by Written Contract*.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement naming the ***County of Orange, its elected and appointed officials, officers, agents, and employees*** as Additional Insureds for its vicarious liability.
2. A primary and non-contributory endorsement evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this Contract shall waive all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** when acting within the scope of their appointment or employment.

The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance. (Only include this provision when Employee Dishonesty Insurance is required).

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability or Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to the following:

- 1) The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.
- 2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without County's specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and County agrees to an assignment of Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

County reserves the right to immediately terminate this Contract in the event County determines that the assignee is not qualified or is otherwise unacceptable to County for the provision of services under Contract.

In addition, Contractor has the duty to notify County in writing of any change in Contractor's status with respect to name changes that do not require an assignment of Contract. Contractor is also obligated to notify County in writing if Contractor becomes a party to any litigation against County, or a party to litigation that may reasonably affect Contractor's performance under Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to County of its status in these areas whenever requested by County.

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to Contractor, this obligation shall apply to Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory

performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of article "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **INTENTIONALLY OMITTED.**
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County), and/or Risk Management access during normal working hours to all books, accounts, records, reports, legal files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of Contract including, but not limited to, the costs of administering Contract and compliance with the Litigation Protocols. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to County's project manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. **INTENTIONALLY OMITTED.**

ADDITIONAL TERMS AND CONDITIONS:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Legal Defense of Workers' Compensation Claims from Contractor as further detailed in the Scope of Work, identified, and incorporated herein by this reference as Attachment A.
2. **Term of Contract:** The initial term of this Contract shall become effective November 25, 2024 and shall continue for five (5) years, unless otherwise terminated as provided herein. This Contract may be renewed as set forth in Article 3 below.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for *two (2) additional one-year periods*. The County does not have to provide a reason for declining to renew

- this Contract. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Aggregate Contract:** This is an Aggregate Contract with 1) Silverii, Cheung & Kubis, A Professional Corporation 2) Hanna, Brophy, MacLean, McAleer & Jensen, LLP 3) Chou Law Group, LLP 4) Thomas Kinsey, LLP 5) RKLAWWC, a Professional Corporation 6) Law Office of Jodie P Filkins APC 7) The Wenderoff Group, APC 8) Cooper Brown, APC 9) WS Law, APC with an Aggregate Contract Amount not to exceed \$3,200,000.
 5. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of County’s assigned Deputy Purchasing Agent.
 6. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph “Z” above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
 7. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Terminate Contract immediately, pursuant to Article K herein;
 - b. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c. Discontinue payment to the Contractor for and during the period in which Contractor is in breach; and
 - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.
 8. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
 9. **Conflict of Interest – Contractor’s Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor; Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.
 10. **Conflict of Interest – County Personnel:** County policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

11. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld.

Contractor's Project Manager shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project timelines. The Project Manager should ensure training for all attorneys, manage workloads, participate in claim reviews and be the main contact for any case issues and or disputes. County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager from providing services to County under this Contract. County's Project Manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under Contract.

12. **Contractor Personnel – Reference Checks:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
13. **Cooperative Contract:** This Contract is a cooperative contract and may be utilized by all County of Orange departments.

The provisions and pricing of this Contract may be extended, at the option of Contractor, to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization (the "Cooperative Program"). Parties in a Cooperative Program wishing to use this Contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any agreement entered into with another agency or entity that is entered into pursuant to the provisions and pricing of this Contract a clause that binds the parties to the agreement to "indemnify, defend with counsel approved in writing by the County of Orange, California ("County"), and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided" under the agreement.. Failure to so include this clause voids the Contract's extension to a Cooperative Program and will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

As a cost-recovery mechanism for County, a 2 percent administrative rebate on total sales from all subordinate contracts will be paid to the County for any contracts the Contractor agrees to enter into with another agency or entity, other than the County of Orange or a department thereof, under the provisions and pricing of this Contract. The County has partnered with Pavilion, a third-party administrator, responsible for managing all reporting and payments under this Cooperative Program. The Contractor shall provide quarterly Volume Sales Reports about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period. Contractor

shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required may be deemed by the County as a material breach of the Contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract. This Cooperative Contract provision shall survive expiration or termination of this Contract.

14. **Data – Title To:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
15. **Disputes – Contract:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s Project Manager and the County’s Project Manager, as specified in **Article 22** “Notices,” such matter shall be brought to the attention of the County DPA by way of the following process:
- a. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
 - b. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects Contract adjustment for which Contractor believes County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Purchasing Agent or his designee. If County fails to render a decision within 90 days after receipt of Contractor’s demand, it shall be deemed a final decision adverse to Contractor’s contentions. Nothing in this section shall be construed as affecting County’s right to terminate Contract for cause or termination for convenience as stated in Article K herein.

16. **Drug-Free Workplace:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 - b. Establish a drug-free awareness program as required by Government Code Section

8355(a)(2) to inform employees about all of the following:

- i. The dangers of drug abuse in the workplace;
 - ii. The organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
- i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
- d. Failure to comply with these requirements may result in suspension of payments under Contract or termination of Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:
- i. Contractor has made false certification, or
 - ii. Contractor violates the certification by failing to carry out the requirements as noted above.
17. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom County pays \$600 or more or with whom County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

18. **Error and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in

the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

19. **Equal Employment Opportunity:** Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

20. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
21. **News/Information Release:** Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through County's Project Manager.
22. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: ***WS Law, APC***
Attn: Danielle Wank
9018 Balboa Blvd., #250
Northridge, CA 91325
Phone: (800) 856-5116
Email: danielle@wscomplaw.com

County: County Executive Office/Risk Management
Attn: Beverly Umholtz
400 W. Civic Center Dr., 5th Floor
Santa Ana, CA 92701
Telephone: (714) 285-5511
Email: Beverly.Umholtz@ocgov.com

Assigned DPA: County of Orange
County Executive Office/County Procurement Office
Attn: Ranique Beas, DPA
400 W. Civic Center Dr., 5th Floor
Santa Ana, CA 92701
Telephone: (714) 567-5119
Email: Ranique.Beas@ocgov.com

23. **Precedence:** Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
24. **Termination – Orderly:** After receipt of a termination notice from County, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other property of the other held by each for purposes of performance of Contract.
25. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to perform the requested legal services as needed by County, at the hourly billing rates listed in this Contract regardless of the number of cases assigned.
26. **Usage Reports:** Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of Contract term, or any subsequent renewal term, if applicable.
27. **Project Manager, County:** The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Project Manager shall notify the

Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

28. **Permits and Licenses:** Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract per Additional Terms and Conditions, Term of Contract.

WS LAW, APC*

 <p>DocuSigned by: D6F5236D21F5412...</p>	Danielle wank	President	7/8/2024
	Name	Title	Date


 <p>DocuSigned by: 8E491A8C6783428...</p>	Nadim Said	Secretary	7/8/2024
	Name	Title	Date

COUNTY AUTHORIZED SIGNATURE:

	Deputy Purchasing Agent	
Signature	Name	Date

APPROVED AS TO FORM:

County Counsel

By:  _____
A264932A53084EF... puty

Name: Mark Batarse

Date: 7/8/2024

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

**ATTACHMENT A
SCOPE OF WORK**

A. CONTRACTOR RESPONSIBILITIES

1. Contractor shall defend all claims or actions, including pre-judgment and post judgment proceedings at the trial and appellate court level referred by the County arising from the alleged workers' compensation or employer's liability.
2. Contractor shall have a duty to immediately report any case referred by the County which Contractor, in its sole discretion, determines presents a conflict of interest. Contractor may decline to represent the County in any such case. The County also reserves the right to declare a conflict of interest where it deems warranted and to reassign the case to another defense counsel.
3. Contractor shall not undertake the representation of a client in the pursuit of a claim or lawsuit against the County.
4. Contractor shall designate a full Partner, who shall be available during regular business hours to meet with the County on cases or issues as deemed necessary by the TPA or County. Said Partner shall have current case handling experience, maintain a case load and be currently trained on recent workers' compensation case law and statutory requirements and will have the ability to handle all issues that may arise on a claim.
5. Case management and litigation budget;
 - a. Upon initial referral of the case, the assigned attorney shall review the case file within fourteen (14) days of referral and email a Case Evaluation (described below) to TPA claims examiner, team lead and County's Workers' Compensation Program Manager in addition to the ClaimsMail@sedgwick.com (TPA email automated system).
 - b. Contractor will also provide a litigation case budget at time of initial analysis. The case budget will include all items initially required to defend the County up and through case conclusion. As the case progresses and at regular intervals, the budget will be updated based on the current facts/status of the claim. Contractor will not receive any financial information from the claims file including reserve information. The County and the TPA will rely wholly or in part on the Contractor's recommendation when considering case evaluation for potential settlements.
 - c. The Case Evaluation should include the following elements:
 - Statement of facts
 - Statement of issues, including any unusual or potentially precedent setting issues
 - Investigations needed and additional background
 - Injuries
 - Applicant's allegations or contentions
 - Affirmative defenses if any
 - Discovery requirements, witness and parties' identification and identification of any records that need to be produced
 - Legal issues and research to be conducted
 - Expected and or potential liability
 - Case cost potential
 - Subrogation, if any

- Exposure
- Proposed strategies and litigation management
- Settlement valuation
- Name and contact information for attorney handling case

Contractor agrees to provide a written estimate of the litigation budget for anticipated representation costs to cover handling of case from referral to conclusion. In the semi-annual reports defense counsel is also to provide an updated litigation budget as well as an updated Case Evaluation.

6. Contractor agrees that all work product including motions, writs, legal research and opinion letters may be copied and provided to County Counsel or any other attorney employed or retained by the County and or TPA.
7. Invoices for services rendered by other professionals, medical examinations, expert opinions, trial preparation must have the approval of CEO/Risk Management prior to being incurred.
8. Contractor agrees to utilize the services of the County contracted vendors such as court reporting agencies, and investigation and document reproduction services to assist in the legal defense of County cases. The County shall provide a list of all contracted vendors to Contractor. Only those vendors shall be utilized. Payment will be made only on approved County contracted vendors.
9. Contractor agrees and understands that compensation is paid based on an hourly billing rate and County will not pay for items that are charged on a value basis. Invoices should have easily defined terms/categories and legal services shall be billed in .10 (ten minute) increments. Any work that is not accompanied by a bill and sufficient supporting documentation will not be reimbursed until the work is adequately documented in the file. The County reserves the right to audit should a pattern of billing errors be discovered. The County reserves the right to not reimburse Contractor for work lacking supporting documentation.
10. Contractor will provide all correspondence relating to each claim as referenced in Attachment D, Workers' Compensation Claims Management Litigation Protocols.
11. Contractor must obtain authorization on all settlements before submitting to the Court or Applicant's counsel. Settlements that are over \$150,000.00 must be approved by the County Board of Supervisors as referenced in Attachment D, Workers' Compensation Claims Management Litigation Protocols.
12. Contractor shall fully understand Medicare Set Asides (MSAs), structured settlements, and professional administration of future medical care management and annuities when resolving cases by compromise and releases. The TPA will not provide, at an additional expense, any Cost Projection Summaries without the approval of CEO/Risk Management.
13. Contractor agrees that only the County may initiate a closing project. If the County chooses to initiate a closing project, the TPA and County shall select criteria/files for settlement and the appropriate party to represent the County's interests. The TPA will evaluate based on the issues whether the claim under consideration should be sent to the TPA resolution desk or the prior attorney of record (only if the firm is on current County defense panel) to be resolved for continuity and to avoid additional costs to the County.

14. Contractor agrees to educate CEO/Risk Management and TPA staff in active claims resolution procedures. Additionally, Contractor agrees to conduct educational seminars for CEO/Risk Management and TPA staff as needed either in the TPA offices or the County offices as requested.
15. Contractor shall notify CEO/Risk Management of any potential case with exposure over \$100,000 as soon as it becomes evident that the case has merit or may result in potential costs of \$100,000.
16. Contractor agrees that the County shall approve all cases that go to trial. It is a requirement that the Contractor have a pre-trial conference call with the TPA claims examiner/team lead and County's Workers' Compensation Program Manager. This pre-trial conference call shall be at least thirty (30) days prior to the trial date so trial preparation can be completed.
17. Contractor agrees that all liens are handled with a lien resolution firm and shall be referred to the TPA for assignment. In some cases, the TPA claims examiner will authorize the attorney to handle liens based on exposure, issues and costs, if needed.
18. Contractor agrees to submit final case analysis and disposition to the County Program Manager/TPA upon case resolution within five (5) days.
19. Should either party choose to terminate the contract, Contractor shall continue to provide legal services as to any case referred to them prior to the notice of cancellation and shall be compensated for those services on the same terms and conditions set forth herein until the conclusion of such case. However, the County retains the option of withdrawing pending cases from further handling by Contractor and shall compensate Contractor for legal services provided up to the date of termination of the contract. Contractor will return cases that are withdrawn and/or transferred, including all case files and companion claims, work product and work in progress generated within thirty (30) days of closures. Contractor understands that the files belong to the County and shall return the original files without redaction.
20. Contractor shall not take any action that could foreseeably result in court-imposed penalties and/or sanctions without the prior authorization of CEO/Risk Management.
21. Performance Standards: In the performance of any legal services, Contractor shall adhere to the rules regulating admission to the practice of law in California, Title 4, Division 1 of the Rules of the State Bar of California.
22. Penalties:
 - a) Penalties assessed will be reviewed by CEO/Risk Management.
 - b) If County is found to be at fault or the delay is caused by a County representative, the Contractor will not be expected to pay.
 - c) If the penalty was clearly caused by the Contractor, the Contractor will be billed for it and expected to pay the penalty.
 - d) Any disputes regarding penalties will be discussed and resolved with the CEO/Risk Management Director and/or County's Workers' Compensation Program Manager.

23. Monitoring of Service/Quality of Legal Services:
- a) Contractor shall provide periodic written status reports as the case details dictate and orally brief County personnel as requested on case status and strategy.
 - b) Contractor shall provide written notification and or status within fourteen (14) days of appearance at the Workers' Compensation Appeals Board (WCAB). If a stipulation is made at the WCAB that requires action from either the County or TPA, the Contractor will notify the County's Workers' Compensation Program Manager/and the TPA Unit Manager within two (2) days.
 - c) County will monitor Contractor compliance with all contractual terms and conditions contained in the contract including, but not limited to, the Workers' Compensation Attachment D, Workers' Compensation Claims Management Litigation Protocols. Contractor's non-compliance is grounds for removal from the panel.
24. Digital media: The County may require Contractor to submit all correspondence, reporting and media to be transmitted electronically to the County representative to ensure attachment to file, as well as hardcopy by mail.
25. Confidentiality: All correspondence, communication and other applicable documents provided to the County shall be conspicuously marked "Confidential-Attorney/Client Communication Privilege."
26. Contractor agrees that only partners or senior associates will try County cases unless special approval is received from the CEO Risk Management's representative. Any changes in case staffing must be approved by the CEO Risk Management's representative. Fees to bring newly assigned attorney(s) up to speed on a case will not be billed to or paid by the County.
27. Monitoring of Service/Quality:
- a) Contractor must provide periodic written status reports no later than every sixty (60) days from the date of the last report, or sooner as the case details dictate, and orally brief County officials, as required, on case strategy.
 - b) County shall receive written notification within twenty-four (24) hours of appearance at the Workers' Compensation Appeals Board.
 - c) County may monitor Contractor's compliance with all of the Contractual Terms and Conditions contained in this Contract.

B. REQUIRED EXPERIENCE LEVELS OF LAW FIRM STAFF

The County requires the following experience levels for each category identified in the approved fee schedule:

- Partner: Must be a partner in the firm and shall manage the attorneys working the County program.
- Workers' Compensation Specialist: Must have ten (10) years of experience practicing law in workers' compensation defense and a certification in workers' compensation designation.
- Associate: Law school graduate licensed to practice law in California and minimum of five (5) years' experience in workers' compensation defense.

ATTACHMENT B

PRICING AND COMPENSATION

I. COMPENSATION: This is a usage Contract between County and Contractor to provide Legal Defense of Workers’ Compensation Claims as set forth in Attachment A, Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the Fixed Hourly Rates and Total Contract Amount specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

II. PRICING: County will pay the following fees in accordance with the provisions of this Contract.

A. Hourly Rates:

ITEM NO.	SERVICE DESCRIPTION	HOURLY RATE
1.	Panel attorney who is a Partner and/or is certified as a Workers’ Compensation Specialist	\$175
2.	Associates (i.e. a panel attorney who is not a Partner and/or is not certified as a Workers’ Compensation Specialist)	\$155

B. AGGREGATE CONTRACT AMOUNT NOT TO EXCEED: **\$3,200,000**

III. PRICE INCREASE/DECREASES: This is a fixed fee and the fees set forth herein are not subject to change. If there is a need to increase during the term of the contract, consideration shall be made and is subject to Board of Supervisors’ approval.

IV. CONTRACTOR’S EXPENSE: The Contractor will be responsible for all costs related to photocopying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

V. PAYMENT TERMS: Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services not previously invoiced. Contractor shall reimburse County of Orange for any monies paid to Contractor for services not provided or when invoices do not meet Contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

VI. PAYMENT – BILLING INSTRUCTIONS:

Contractor will provide an invoice on the Contractor's letterhead for services rendered and include the following at minimum:

- A. Contractor's name and address
- B. Contractor's remittance address, if different from above
- C. Contractor's Taxpayer ID Number
- D. Unique Case Number
- E. Sedgwick Claim Number
- F. Name of County Agency/Department
- G. Delivery/service address
- H. Date of invoice
- I. Service description, number of hours and billing rates
- J. Total

Invoice and support documentation are to be forwarded to:

Sedgwick CMS
P.O. Box 14442
Lexington, KY 40512-4497
ClaimsMail@sedgwick.com

- VII. ELECTRONIC FUNDS TRANSFER (EFT):** County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request an EFT form, please contact the DPA.

**ATTACHMENT C
KEY PERSONNEL/STAFFING PLAN**

I. KEY PERSONNEL

NAME	CLASSIFICATION/ DESIGNATION	YEARS OF EXPERIENCE	YEARS WITH FIRM	PROFESSIONAL LICENSES OR CREDENTIALS
Danielle Wank	Partner	20	11 mo.	CA State Bar License, Legal Specialist Workers' Compensation
Nadim Said	Partner	21	11 mo.	CA State Bar License

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of County Project Manager or designee.

ATTACHMENT D
WORKERS' COMPENSATION CLAIMS MANAGEMENT LITIGATION PROTOCOLS

The County of Orange ("County") and its Third-Party Administrator ("TPA" – currently Sedgwick CMS, Inc.) are mutually committed to resolving workers' compensation claims proactively at the earliest possible time thereby reducing litigation costs. Toward that end, we require that as a provider of legal defense services, all panel members participate in this endeavor by adhering to the County's approved Litigation Protocols as outlined herein. County reserves the right to revise and update the Litigation Protocols annually or as needed to reflect the current procedures in the Office of Risk Management or best practices within the industry. Written notice of any such revisions or updates will be provided to all panel counsel.

A. GENERAL REQUIREMENTS

1. At all times protect the interests of the County.
2. Provide clear, concise, timely and necessary communication as specified herein.
3. Provide realistic strategies, plans of action, and meaningful recommendations for claim resolution in the most cost-effective manner possible.
4. Do not engage in any activities that are or may be construed to constitute a conflict of interest pursuant to the California Rules of Professional Conduct or the provisions of the Legal Services Agreement. Potential situations that are not clear but may rise to a conflict-of-interest matter must be brought to the attention of the TPA Program Manager and the Workers' Compensation Program Manager for the County immediately for discussion.
5. Any attorney providing defense work for the County is to have a minimum of five (5) years practicing California Workers' Compensation defense law and must be approved through the County's Request For Proposal (RFP) process to work on County files. However, County reserves the right to amend the list of approved personnel at a later date to add attorneys who meet these qualifications.
6. Only County approved defense attorneys shall work on County files. If there is need for a change of attorney because the original attorney has a conflict or for some other reason, the firm/attorney must request authorization from the Claims Examiner/Unit Manager to have a pre-approved backup attorney handle the file. Back-up attorneys must meet the same minimum qualification requirements to be able to handle the file (e.g., five (5) years practicing California Workers' Compensation defense law).

B. INITIAL FILE REFERRAL

1. TPA will refer claims for defense by rotating from a list of County approved attorneys on the legal panel. Exceptions to this methodology include, but are not limited to, companion files that are already being handled by a law firm, or if a specialized defense is needed. County reserves the right to bypass a firm/attorney for poor performance, untimely reporting and/or falling behind on existing caseload.
2. Acknowledgement of receipt of a referred claim to the law firm shall be sent via email to the TPA within two (2) business days of receipt of assignment.
3. Opening letter/Case Evaluation report with case analysis and recommendations shall be sent to the TPA (with a copy to the County Workers' Compensation Program Manager)

within fourteen (14) calendar days of receipt of assignment. The Case Evaluation report shall include, but is not limited to:

- Statement of facts
- Statement of issues, including any unusual or potentially precedent setting issues
- Investigations needed and additional background
- Injuries
- Applicant's allegations or contentions
- Affirmative defenses if any
- Discovery requirements, witness and parties' identification and identification of any records that need to be produced
- Legal issues and research
- Expected and or potential liability
- Case cost potential
- Subrogation, if any
- Exposure
- Proposed strategies and litigation management
- Settlement valuation
- Action Plan
- Name and contact information for attorney handling case

The Case Evaluation report shall also include a written estimate of the litigation budget for anticipated representation costs to cover handling of the case to conclusion. ***In the semi-annual reports defense counsel shall provide an updated litigation budget and an updated Case Evaluation report***

4. Defense counsel shall have a follow-up phone call with the Claims Examiner within thirty (30) days of the initial assignment to review and agree upon a plan of action.

C. ONGOING REPORTING REQUIREMENTS

1. The County considers that automatic monthly status reports in the absence of new information or activity are duplicative, redundant and unnecessarily increase litigation costs. As such, the assigned attorney shall use discretion as to submission of subsequent status reports to the TPA (with a copy to the County's Workers' Compensation Program Manager) and do so only when the activities of file events warrant. Letters directed to Applicant's attorney do not require a separate letter to the TPA/County reiterating the content of the attorney correspondence. County/TPA will not pay for duplicative or unnecessary information.
2. Depositions of the Applicant, if warranted, must be scheduled within five (5) business days of the opening letter.
3. Upon direction from the Claims Examiner to utilize an Agreed Medical Examiner (AME), a list of AMEs from the County's panel must be forwarded to the Applicant's attorney within five (5) business days.
4. Upon direction from the Claims Examiner to utilize a Panel Qualified Medical Evaluator (PQME), the panel must be requested within five (5) business days. In order to avoid delays for claims that require multi-specialty Med Legal evaluations, the assigned attorney should be setting all appointments for each specialty at the same time, rather than waiting for receipt of one Med Legal and then proceeding to schedule the other(s).
5. It is expected that the assigned attorney will schedule a conference call with the Claims Examiner, Unit Manager and County's Workers' Compensation Program Manager when

collaboration is needed to develop or clarify the plan of action. It is also expected that the assigned attorney(s) will make themselves available for conference calls upon request by either the TPA or the County.

6. Legal correspondence shall be provided to the County and TPA within the following timeframes:
 - Deposition Summaries: fourteen (14) calendar days from the date of the scheduled deposition.
 - Hearing Reports: fourteen (14) calendar days from the date of hearing (Mandatory Settlement Conference (MSC), Expedited, Status Conference, Trial, etc.)
 - Pre-trial/WCAB hearing discussion shall take place with the Claims Examiner five (5) business days before the calendared date to make sure defense counsel has everything needed prior to the hearing.
 - If benefits are due as a result of a hearing, defense counsel must notify the examiner within two (2) business days to avoid penalty exposure.
7. Requests for further discovery (e.g., photocopy of records, client documents, investigation/surveillance, deposition, medical-legal evaluations, appeals) shall be directed to the TPA Claims Examiner by email with a copy to ClaimsMail@sedgwick.com (the entity responsible for the central scanning for the claim file).
8. Defense attorney should obtain authority on any proposed stipulations and or agreements that impact claim handling from the Workers' Compensation Program Manager and TPA/ Claim Examiner and or TPA Unit manager.
9. Requests for settlement authorizations shall be emailed to the Claims Examiner with a copy to the Unit Manager and the TPA Program Manager as well as the County's Workers' Compensation Program Manager. "Request for Settlement Authorization" shall be noted in the subject line of the email.
10. Once authorization is received, the assigned attorney must conclude settlement negotiations within twenty (20) business days or notify Claims Examiner and County's Workers' Compensation Program Manager in writing why a settlement was not reached and an estimated date to reach a settlement with a plan of action as to how he/she will accomplish this.
11. If there is no response from the Claims Examiner to any written or verbal request for information and/or required authorization within a (15) fifteen- day period, the assigned attorney shall escalate to the Claims Examiner's manager.
12. Time-sensitive documents shall be emailed to the Claims Examiner with a copy to the Unit Manager and the County's Workers' Compensation Program Manager within two (2) business days of receipt, accompanied by the assigned attorney's recommendations for further action required (e.g. payment of awards, disability benefits, etc.) "Urgent – Immediate Action Required" shall be noted in the subject line of the email with a copy to ClaimsMail@sedgwick.com.
13. Within ten (10) business days of receipt of maximal medical improvement (MMI)/permanent and stationary (P&S) report, the assigned attorney must request settlement authority with a full analysis of the claim or notify Claims Examiner and the County's Workers' Compensation Program Manager why the claim is not in posture for settlement.

14. After claim resolution, authorization from the TPA is required for any further attorney involvement.
15. Post-claim resolution or when approached by a lien claimant with a settlement demand, the assigned attorney shall seek direction from the Claims Examiner as to whether the lien(s) will be resolved by the attorney or by the TPA. If handled by the TPA, the Claims Examiner may request the assigned attorney, or an approved external vendor attend any lien hearings at the Workers' Compensation Appeals Board (WCAB).
16. A Litigation Management Report shall be completed by the assigned attorney on each open file that they maintain in their caseload using the Litigation Management template provided by the TPA and approved by the County. A separate spreadsheet shall be updated which includes all applicants that are separated from the County along with a plan of action to obtain a settlement, preferably a Compromise and Release. The Litigation Management report is due on files 180-days from the initial assignment date and due every 180 days thereafter. *All updates shall include a litigation budget update.* If a specific firm and/or their attorney does not report timely, the requirement can be changed to 90 days to ensure there is adequate reporting. This would be at the discretion of the TPA and the County's Workers' Compensation Program Manager.

D. SETTLEMENTS INCLUDING COMPROMISE AND RELEASE (C&R) OF CLAIMS

1. The County's expectation is that all defense attorneys and adjusters will use creative solutions to convince claimants and applicants' attorneys that a C&R is in their best interest. Panel attorneys must fully understand Medicare Set Asides (MSAs), structured settlements, and professional administration of medical management and annuities.
 - Medicare Releases shall be included in all C&R settlements, as applicable.
 - Structured settlement quotes from Chronovo must be presented to Applicant's counsel for all C&R settlements over \$100,000.

When defense counsel receives a settlement demand from Applicant's counsel, the attorney shall provide the Claims Examiner with his/her own analysis and settlement value recommendations based on the merits of the claim. Defense counsel will supply written confirmation of settlement demand from Applicant's attorney.

Note: The County will not provide case reserves to defense counsel at any time.

2. The County will only authorize the offer of a C&R on workers' compensation claims in which the claimant is no longer employed by the County (separated or retired) or it's believed an employee will voluntarily resign. Commonly, this is a claimant who:
 - Has personnel issues such as attendance, performance and/or disciplinary; and
 - Is on leave without pay; and
 - Has other personal motivation that may be amenable to settlement such as need for funds, is moving out of the state or country, has non-industrial medical or personal issues creating barriers to settle their workers' compensation claims, or are unable to complete required treatment due to other priorities.

The Claims Examiner will advise the defense attorney if the Applicant falls into this category. The defense attorney should promptly schedule a conference call with the Claims

Examiner, Unit Manager and County's Workers' Compensation Program Manager to collaborate on a plan of action including the following:

- Obtain approval to proceed with resolution from Claims Examiner/County Program Manager; if Applicant is current employee, voluntary resignation will be necessary.
- Once agreement is reached with defense attorney, email Claims Examiner, County Program Manager and claims mail.
- Prepare and obtain settlement documents and Applicant's signature on County approved voluntary resignation form where applicable.
- File and serve Compromise and Release documents and send back the signed voluntary resignation form to the County's Program Manager. Both documents shall be secured and sent to the appropriate parties before the defense attorney files with the Workers' Compensation Appeals Board (WCAB).

Please note that only the approved County Voluntary Resignation form will be used. No modifications/substitutions will be acceptable.

3. All C&R settlements exceeding \$150,000 per claim must be approved by the County's Board of Supervisors (BOS) during closed session at a regularly scheduled Board meeting.
 - Due to the "Brown Act" and other notification requirements, these settlements must be submitted for placement on the closed session agenda four (4) weeks prior to the meeting.
 - Settlements will not be presented to the BOS for authority unless there is agreement between the parties on all issues.
4. Settlement Authority: Request for settlement authority shall be made no less than thirty (30) days prior to the date of a hearing and/or deposition. The County will not tolerate requests for settlement authorization made on the eve of trial and/or settlement conference. Settlement demands shall be communicated to the Claims Examiner within two (2) business days of receipt and shall be accompanied by the assigned attorney's recommendations for settlement.
5. Settlement Documents: Drafts of settlement documents (e.g., Stipulations with Request for Award, Compromise and Release, etc.) shall be sent to the Claims Examiner for review/approval prior to submission to interested parties for execution.

E. MISCELLANEOUS PROTOCOLS

1. All legal correspondence is to be emailed to the Claims Examiner and ClaimsMail@sedgwick.com ([TPA central scanning](#)). However, only correspondence that includes initial analysis, deposition summaries, medical report findings, hearings, notices of appointments of QME, AME and depositions, settlement demand and or requests should be emailed to the Claims Examiner, County's Workers' Compensation Program Manager and Sedgwick Claims mail.
2. The assigned attorney shall provide to the Claims Examiner the appointment letter with direction of paying mileage by referencing the mileage due to the Applicant in the appointment letter.

3. All legal files are the property of the County and are not to be destroyed. The law firm must contact the TPA Program Manager to arrange delivery of legal files to the TPA if the law firm no longer desires to store the file.
4. Should the actions and/or inactions of assigned defense counsel create the need for the County to issue additional payments to injured workers and/or other parties on a particular claim file, said defense counsel shall issue a reimbursement for the full amount of the overpayment in the form of a check payable to the County of Orange and referencing the specific claim file and claimant name from which the overpayment was issued.
5. The performance of a law firm and its assigned attorneys will be evaluated every ninety (90) days. Firms that fully comply with these Litigation Protocols and achieve the best outcomes will remain on rotation and will be assigned additional files. Firms not in compliance with these Litigation Protocols and with poor outcomes, unprofessional conduct, unethical behavior and/or improper billing may be removed from rotation, not assigned additional files and are subject to being removed from the panel at the discretion of the County.
6. Any firm that does not resolve their cases expeditiously on a consistent basis such that claims remain unresolved for protracted timeframes may be removed from the panel. The County and the TPA believe that timely resolution of claims by all panel firms and the TPA's resolution specialist eliminates the need for a closing project. All files handled by panel firms and/or the TPA shall be properly evaluated for case resolution that provides the most favorable outcome to the County.

Workers' Compensation Claims Management Litigation Protocols Acknowledgement

I acknowledge receipt of the Workers' Compensation Claims Management Litigation Protocols for the County of Orange. I have read and understand these protocols and agree to comply with them on behalf of the firm. I represent that all attorneys, paralegals, paraprofessionals, or any other employee or agent of the firm will use their best effort to comply with these protocols. I also understand that only those attorneys designated below may work on County's files and that each attorney assigned has or will read these Litigation Protocols.

Approved Attorneys:

Litigation Protocols received and acknowledged by:

Law Firm Name: _____

Signature: _____

Date: _____

Please acknowledge receipt of these Litigation Protocols by signing and returning within 10 business days to:

County of Orange

Workers' Compensation Program (Attn: Beverly Umholtz, Workers' Compensation Program Manager)

P.O. Box 327

Santa Ana, CA 92702

cc: Sedgwick CMS, (Attn: Joseph Kim, Program Manager)

PO BOX 14442, Lexington, KY 40512-449