

The Legal Side of Safety

What You Didn't Learn in Training



Before We Begin



We will send the recording of
this event to you via email



Submit your questions anytime.
We'll answer at the end.



Presenters

James Junkin, MS, CSP, SMS, ASP, CSHO

Chief Executive Officer, Mariner-Gulf Consulting & Services

Brent Kettlekamp, Esq.

Shareholder-Attorney, Ogletree-Deakins



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MSAs, Indemnification, and
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01

Know what you are signing:
MSAs, Indemnification, and
Hold Harmless Agreements

Master Service Agreements – (MSAs)



Purpose of MSAs

MSAs establish the foundational terms and conditions governing service relationships between contacting parties (e.g., hiring client and contractor, contractor and subcontractor).

Impact of Safety Professionals

Understanding MSAs helps safety professionals manage liability, responsibilities, and safety expectations.

Key Clauses in MSAs

MSAs include scopes of work, payment terms, confidentiality, termination clauses, and safety requirements such as site specific and orientation training

Indemnification and Hold Harmless Agreements



MASTER SERVICE AGREEMENT

This **Master Service Agreement** is entered into effective as of the day of , 20 , by and between (CUSTOMER), (designate corporate/partnership/solo proprietor status and domicile) hereinafter referred to as "CUSTOMER" with an office address of , and, **Global Data Systems, Inc.** a Louisiana Corporation referred to and defined throughout this Contract as "GDS," with an office address of 310 Laser Lane, Lafayette, Louisiana 70507. CUSTOMER and GDS may be referred to individually as "Party" or collectively as "Parties." CUSTOMER and GDS agree that:

WITNESSETH

WHEREAS, GDS is engaged in, among other things, the business of providing satellite, telephone, data circuit, communication, network and other, installation, rental, managed and consulting services as well as renting, selling and providing equipment and products;

WHEREAS, CUSTOMER desires to hire GDS to provide certain Services and/or obtain Products from GDS;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties hereby agree to the terms and conditions as follows:

AGREEMENT

1. **EXPRESS TERMS:** This Contract (as defined below in Section 1.2) contemplates that CUSTOMER may from time to time request that GDS perform or provide work or services ("Services") or provide equipment, goods or materials ("Products") on a non-exclusive basis under the terms written hereunder which shall determine the rights of the Parties regardless of contrary terms in any rate schedules or other documents which may relate, directly or indirectly, to GDS's performance under this Contract as hereinafter defined.
 - 1.1 This Contract shall control and govern all Services performed and to be performed, and all Products furnished or to be furnished, by GDS through CUSTOMER's acceptance of GDS' quotations or statements of work (hereinafter collectively or separately referred to as "Quote"). CUSTOMER may accept Quotes by use of purchase orders, services orders, or similar orders, whether oral, written or electronic. Such a Quote may include terms pertaining to quantity, price, time, location, description, commencement and completion of Services, or specific requirements with respect to Products, personnel, items to be furnished, compensation and other terms. However, this Contract does not obligate CUSTOMER to order or authorize such Services or Products, nor does it obligate GDS to accept or agree to the same.
 - 1.2 The term "Contract" as used herein shall include this Master Service Agreement and all Exhibits attached hereto, any Quote issued by GDS and accepted by CUSTOMER in accordance with Section 1.5 below, and any instructions, regulations or other documents issued by GDS to CUSTOMER ("GDS Documents"). In the event that any provisions of a Quote, or other GDS Document, conflicts with this Master Service Agreement, then this Master Service Agreement shall prevail. In the event that any provisions of a GDS Document conflicts with a Quote, then the Quote shall prevail.
 - 1.3 The provisions set forth in this Contract shall constitute the complete and exclusive statement of the terms of the agreement between GDS and CUSTOMER with respect to the subject matter of this Contract. Any additional or different terms proposed by CUSTOMER in any memorandum, writing, order, acknowledgement, or other document are hereby deemed to be material alterations to this Contract, and GDS hereby gives notice of objection to such proposed terms, which terms shall be void and of no effect.
 - 1.4 This Contract may be amended only in writing, such amendment having been signed by an authorized representative of each Party or as set forth in Paragraph 1.5 hereof.
 - 1.5 CUSTOMER agrees that GDS may deliver to CUSTOMER any Quote for Services and/or Products by hand delivery, by the U.S. mail, or by email, fax or any other electronic method. CUSTOMER shall be bound by and deemed to have accepted all terms and conditions of the Quote (1) as of the time CUSTOMER signs the Quote, or (2) whether or not CUSTOMER signs the Quote, as soon as CUSTOMER requests and GDS commences the performance of the Services or the provision of the Products pursuant thereto, whichever occurs first.



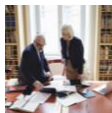
Purpose of Agreements

Indemnification and hold harmless clauses shift liability from one party to another in legal contracts



Implications for Safety Professionals

Safety Professionals must carefully review these clauses to understand organizational liability and risks



Risk Management Strategies

Clear and unambiguous terms with aligned insurance coverage minimize financial and legal risks from liability clauses, though there are limits.

02

The Fundamentals of Attorney-Client Privilege

Fundamentals of Attorney-Client Privileged

Definition and Scope

Attorney-client privilege protects confidential communications aimed at legal advice between client and lawyer

Limitations of Privilege

Privilege does not cover communications with non-attorneys or unrelated to legal counsel topics

Preserving Privilege

Mark documents confidential, “Protected Attorney-Client – Work Product”, restrict distribution, and involve legal counsel early to protect privilege



03

What Safety Professionals Must do After a Fatal Accident

Critical Actions for Safety Professionals



1

Secure the Scene

Immediately secure the accident scene to prevent further harm and preserve evidence by halting operations

2

Coordinate Notifications

Notify emergency responders, legal counsel, and regulatory bodies such as OSHA promptly to ensure proper legal and procedural compliance

3

Conduct Protected Investigation

Collaborate with legal counsel to investigate the root cause of the accident and prepare for OSHA inspection and litigation

4

Support and Compliance

Maintain detailed records, support affected employees and families, and ensure all actions align with policies and legal obligations

04

Legal Readiness for Wrongful Death and Gross Negligence Claims

Preparing for Wrongful Death and Gross Negligence Claims



Proactive Risk Mitigation

Implementing safety protocols and regulatory required training reduces the risk of wrongful death and negligence claims

Regular Audits and Inspections

Conducting frequent audits helps identify hazards early and ensures compliance with OSHA regulations

Legal Collaboration and Defense

Working with legal counsel ensures understanding negligence laws and strengthens defense strategies

Fostering Organizational Safety Culture

Promoting accountability and psychological safety supports a safe work environment and reduces reputational risk

05

Inspection Proof: Proactive Preparation for an OSHA Inspection

Proactive OSHA Inspection Prep Essentials



Maintain Comprehensive Documentation

Keep organized and updated OSHA 300 logs, safety policies, training records, hazard assessments, employee safety discipline.

Conduct Internal Audits and Inspections

Regular audits and inspections help identify and fix potential violations before an OSHA inspection

Employee Training for Inspections

Train employees on how to interact with CSHOs and what information is appropriate to share

Establish a Written Inspection Protocol

Create a written policy and procedure for inspections, that includes contacts, and escort procedures.



06

Winning the OSHA Informal Conference



Winning the OSHA Informal Conference



Thorough Preparation

Carefully review citations, collect documentation, and identify discrepancies or mitigating factors to build a strong case.

Legal Consultation

Consult legal experts to develop defenses, craft persuasive arguments, and anticipate possible counterpoints from the opposition.

Effective Presentation

Present a well-organized case that highlights compliance, corrective actions taken, and ongoing commitment to safety. Negotiate and be professional

Questions and Answers

Want to learn more?

Reach out here:

james@marinergulf.com

Brent.Kettlekamp@ogletree.com

504.373.0678





THANK YOU
