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CONTRACT FOR LEGAL SERVICES

THIS CONTRACT is made and entered into by and between the WASHINGTON STATE ATTORNEY GENERAL'S OFFICE (AGO) and BRYAN CAVE LEIGHTON & PAISNER LLP (FIRM). AGO and FIRM are individually referred to in this Contract as a "party" or, collectively, as the "parties."

WHEREAS, the AGO requires the assistance of the FIRM to represent the People of the State of Washington in defending Initiative 638 against constitutional challenge.

WHEREAS, the FIRM has agreed to perform such legal services, subject to the authority of the AGO.

NOW, THEREFORE, the AGO and the FIRM agree to the following terms and conditions:

SPECIAL TERMS AND CONDITIONS

1. PURPOSE

The purpose of this Contract is for the FIRM, by and through the lawyers who are designated as Special Assistant Attorneys General (SAAG) in Section 5, to provide legal services as described in Paragraph 2 below.

2. SERVICES PROVIDED

The FIRM will represent the People of the State of Washington in defending in court the constitutionality of Initiative 638.

Work performed under this Contract shall be coordinated with the SAAG Contract Manager of the AGO.

The FIRM and the AGO understand and agree to the AGO's continuing authority and right to expand or limit the scope of services provided pursuant to this Contract.

3. NOTICE/CONTRACT ADMINISTRATION

The contact information for the AGO and the FIRM shall be:

Marci Phillips
SAAG Administrator
Financial Services Division
7141 Cleanwater Lane SW

Docusign Envelope ID: 2E71C35D-2F11-8190-839C-A09CE959D704

P.O. Box 40107
Olympia, WA 98504-0107
Phone: 360-534-4871
Fax: 360-586-9676
Email: SAAG@atg.wa.gov

Noah Guzzo Purcell
SAAG Contract Manager
Solicitor General's Office
1125 Washington Street SE
Olympia, WA 98504-0100
Phone: 360-753-2536
Email: Noah.Purcell@atg.wa.gov

Randall Thomsen
SAAG – Lead Attorney
Bryan Cave
1201 Third Avenue, 50th Floor
Seattle, WA 98199
Phone: 206-294-7404
Email: randall.thomsen@bclplaw.com

All notices required to be provided to the AGO by the FIRM under this Contract must be provided in writing to the SAAG Administrator, with a copy to the SAAG Contract Manager. All notices required to be given to the FIRM by the AGO under this Contract must be provided in writing to the FIRM's authorized representative and principal contact under this Contract (SAAG - Lead Attorney), including serving as its agent for acceptance of notice. Written notice may be personally delivered, sent in the U.S. Mail, sent via facsimile, or transmitted via email.

4. MODIFICATION TO CONTRACT

Modifications to this Contract must be approved in advance by the AGO. Any modification request shall be presented in writing to the SAAG Administrator using the "notice" provisions listed in Paragraph 3 above. Upon approval by the AGO, a written amendment will be signed by all parties. No services may be performed pursuant to the terms of an amendment until the amendment has been fully executed.

5. COMPENSATION AND PAYMENT

A. Amount of Compensation. This Contract provides for compensation of fees and expenses up to the maximum amount of $150,000 (Contract Maximum). If additional funds are needed due to the complexity of the services, a written amendment must be fully executed. Any fees or costs deemed unreasonable or not

Docusign Envelope ID: 2E71C35D-2F11-8190-839C-A09CE959D704

necessary by the AGO or AGENCY shall be disallowed and not paid. The FIRM shall remain solely responsible for disallowed costs or fees.

B. **Legal Services Fees/Expenses.** Compensation for legal services shall not exceed the specified rates set forth below or the maximum amount set forth above for the term of this Contract and shall include normal overhead and operating costs. Compensation, if any, for expenses is pursuant to the Standard Terms and Conditions, and is included in the contract maximum amount set forth above.

The lawyers identified below are hereby designated and appointed as a Special Assistant Attorney General and may provide the legal services contemplated by this Contract. Appointment as a Special Assistant Attorney General, unless revoked sooner by a written contract amendment or no longer employed by FIRM, shall remain in effect for the term of the Contract and any contract amendments.

If the FIRM believes it would be beneficial to use an attorney or paraprofessional not listed below for legal services, other than ancillary services as described in 5.C below, a Contract amendment shall be required to authorize such individual to perform services under this Contract. No legal services may be performed until an amendment has been fully executed and lawyers are designated and appointed as Special Assistant Attorneys General.

Name	Title/Position	Hourly Rate
Randall Thomsen	Partner	$828
Barbara Smith-Tyson	Partner	$950
Erin Ehlert	Partner	$850
Emily Hepperman	Associate	$610

C. **Ancillary Services.** The FIRM may use other FIRM attorneys not specifically listed above for the performance of minimal ancillary tasks and support services at the rates set out below or their actual hourly rates, whichever is lower. Attorneys providing ancillary services must be directly supervised by an attorney designated as a SAAG and specifically listed in 5.B. above. Attorneys providing ancillary services may not appear in court, sign pleadings, or directly provide client advice.

Rates for Ancillary Tasks and Support Services:
FIRM Partners $800
FIRM Associates $650
Paralegals $500

Ancillary tasks and support services must be kept to the minimum and must be reasonable as determined by the AGO. Other than ancillary services, legal services may not be performed by an individual not listed above until a contract amendment has been fully executed.

Docusign Envelope ID: 2E71C35D-2F11-8190-839C-A09CE959D704

D. **Invoices and Payment.** Payment will be made by the AGO. Payment shall be timely if paid within 30 days of submittal of a properly completed invoice.

Invoices not including all required information or containing inaccurate information may be returned to the FIRM for correction without payment until corrected and returned.

Invoices shall be sent monthly to the SAAG Administrator:

Special Assistant Attorney General Administrator
Email: SAAG@atg.wa.gov

The FIRM must provide a detailed invoice for legal services which contains the below information:

- work performed;
- attorney/paraprofessional assigned;
- date accomplished;
- hours/dollars charged;
- the AGO contract number;
- the Firm's Statewide Vendor Payee number;
- a timekeeper summary listing the name of person whose work is in the invoice being billed, the hours billed, the applicable rate and total amount for the person as well as the total amount for all timekeepers; and
- contract balance information, specifically an accounting showing the total contract amount, the invoiced amounts, and the amount remaining.
- line items for fees & expenses paid; and
- receipts for fees & expenses paid by the firm, attached to the invoice for reimbursement.

The AGO is not liable to pay for services performed before the effective date or after the expiration date of this Contract, for costs or expenses that exceed the maximum amount of compensation set forth in Section 5 of this Contract, or before an amendment to this Contract is effective and all requisite approvals have been obtained. Absent good cause, the AGO may not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted.

E. **Advance Payment Prohibited.** No payment in advance or in anticipation of services or supplies under this Contract, including any Contract amendment, shall be made**.**

Docusign Envelope ID: 2E71C35D-2F11-8190-839C-A09CE959D704

6. LITIGATION RESPONSIBILITIES

The FIRM understands and agrees to assume responsibility of all items in the Litigation Management Plan as set forth in Appendix B.

7. CONTRACT TERM

The term of this Contract shall extend from November 10, 2026, or the date of the last signature, whichever is later, to June 30, 2027, unless sooner terminated by the FIRM or the AGO pursuant to the provisions of the Standard Terms and Conditions. FIRM may not perform any services or incur any expenses prior to the contract being fully executed.

8. CONFLICT OF INTEREST

The parties recognize that Bryan Cave may be asked to represent clients in cases or on matters adverse to the State of Washington. The FIRM shall follow the applicable Rules of Professional Conduct, including RPC 1.7, when the FIRM is participating in cases or matters adverse to the State of Washington. For the purposes of this Contract, and in accordance with RPC 1.13(h), the client is the AGO and not any other entities of the State of Washington. Any notice to the AGO regarding conflicts of interest shall be given to the Special Assistant Attorney General Administrator with a copy to the Managing Assistant Attorney General.

9. CERTIFICATIONS OF FIRM

FIRM certifies that each lawyer performing services under this Contract is in good standing under the laws of the State of Washington, or the jurisdiction in the United States where the lawyer is licensed, and that the FIRM knows of no reason legal services cannot be provided in the State of Washington. FIRM shall notify the AGO in writing within one business day of (1) any lapse in a Special Assistant Attorney General's license status, (2) any sanction order, or (3) any disciplinary action taken against the FIRM or a Special Assistant Attorney General. If a Special Assistant Attorney General is licensed in a jurisdiction outside Washington, the AGO and or AGENCY shall not be responsible for costs associated with admittance to practice in Washington.

FIRM warrants that it has not given, nor does it intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.

10. ENTIRE AGREEMENT

This Contract, including Appendix A, *Standard Terms and Conditions* and Appendix B, *Litigation Management Plan,* constitutes the entire agreement of the parties. No agent, employee, or volunteer of either the AGO or the FIRM has authority to make or has made any statement,

Docusign Envelope ID: 2E71C35D-2F11-8190-839C-A09CE959D704

agreement, or representation in connection with this Contract that in any way can be deemed to modify, add to, detract from, or otherwise alter its terms and conditions.

OFFICE OF THE ATTORNEY GENERAL	BRYAN CAVE LEIGHTON & PAISNER LLP
By: Signed by: Noah Guzzo Purcell DD0A0B213DAD496... Signature	By: Signed by: Randall Thomsen E5943AC635C24A5... Signature
Printed Name: Noah Guzzo Purcell	Printed Name: Randall Thomsen
Title: Solicitor General	Title: Partner
Date: 11/10/2026	Date: 11/10/2026
	Fed. Tax I.D. No. 43-0602162
	Statewide Vendor No. SWV032164-00

Docusign Envelope ID: 2E71C35D-2F11-8190-839C-A09CE959D704

APPENDIX A

STANDARD TERMS AND CONDITIONS

(FOR SPECIAL ASSISTANT ATTORNEYS GENERAL)

1 DEFINITIONS

AAG	Assistant attorney general. An attorney employed by the AGO to practice law.
AGENCY	When used as generic term, "agency" references State of Washington institutions, the offices of the elective State officers, the Supreme Court, the court of appeals, the administrative and other departments of state government, institutions of higher education and the offices of all appointive officers of the State. When capitalized and used in a non-generic fashion, "AGENCY" shall mean the institution or entity for which the AGO has retained the services of a SAAG under this Contract.
AGO	The Washington State Office of the Attorney General; legal counsel to Washington State agencies, boards, commissions, public institutions of higher education, and State elected officials.
Business Associate[1]	With respect to a Covered Entity, a person to whom a Covered Entity discloses Protected Health Information so that the person can carry out, assist with the performance of, or perform on behalf of, a function or activity for the Covered Entity, including any agent, contractor or any other person who receives Protected Health Information from the Covered Entity (or from another Business Partner of the Covered Entity) for the purposes described herein.
Business Days	Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, excluding for holidays observed by the State of Washington.
Calendar Days	Consecutive days of the year including weekends and holidays, each of which commence at 12:00:01 a.m. and end at Midnight, Pacific Time. When "days" are not specified, Calendar Days shall prevail.
Contract	When used as a generic term: An agreement, or mutual assent, between two or more competent parties with the elements of the agreement being offer, acceptance, and consideration. When used in reference to this agreement: The written documents memorializing the agreement between the FIRM and AGO for legal services. Contract documents include the written Agreement; the solicitation documents, if any, issued by the AGO, and Responses thereto;

[1] **Only applicable to FIRMs/SAAGs providing HIPAA covered services.**

Docusign Envelope ID: 2E71C35D-2F11-8190-839C-A09CE959D704

	all attachments incorporated by reference (including these Standard Terms and Conditions and the Litigation Management Plan, if applicable); and all Contract Amendments.
Covered Entity and Hybrid Covered Entity[2]	Covered entities are those that are subject to the requirements of the Health Insurance Portability and Accountability Act ("HIPAA"). Hybrid covered Entities are single legal entities that are covered entities and whose business activities include both HIPAA covered and non-covered functions. Work performed for the covered functions is subject to the same requirements as work for a Covered Entity. *See* 45 C.F.R. §§ 160 and 164.
Designated Record Set[3]	A group of records maintained by or for the AGENCY that is: (i) the medical records and billing records about individuals maintained by or for the AGENCY, (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan, or (iii) used, in whole or in part, by or for the AGENCY to make decisions about individuals. As used herein the term "record" means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the AGENCY. *See* 45 C.F.R. §164.501.
Electronic Media	A mode of electronic transmissions. It includes the Internet, extranet (using Internet technology to link a business with information only accessible to collaborating parties), leased lines, dial-up lines, private networks, and those transmissions that are physically moved from one location to another using magnetic tape, disk, portable drives, or compact disks.
Disclosure	The release, transfer, provision of access to, or divulging in any other manner information outside of the entity holding the information.
FIRM	Individual, company, corporation, firm, or combination thereof with whom the AGO enters a Contract to perform legal services via the use of identified Special Assistant Attorney(s) General, and such others as authorized by Contract Special Terms and Conditions, Compensation and Payment. The FIRM's duties as set forth in the Contract extend to all of its employees, officers and agents, including the designated SAAG(s).
Individually Identifiable Health Information[4]	A subset of health information, including demographic information collected from an individual, and (i) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (ii) relates to the past, present or future physical or mental health or condition of an

[2] **Only applicable to FIRMs/SAAGs providing HIPAA covered services.**

[3] **Only applicable to FIRMs/SAAGs providing HIPAA covered services.**

[4] **Only applicable to FIRMs/SAAGs providing HIPAA covered services.**

Docusign Envelope ID: 2E71C35D-2F11-8190-839C-A09CE959D704

	individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe that the information can be used to identify an Individual.
Personal Information	Information identifiable to any person, including, but not limited to, information that relates to a person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.
PHI or Protected Health Information[5]	Individually Identifiable Health Information that is: (i) transmitted by electronic media, (ii) maintained in any medium constituting electronic media, or (iii) transmitted or maintained in any other form or medium. "Protected Health Information" shall not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. § 1232g(a)(4)(B)(iv).
Public Record	"Public record" includes any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. For the office of the secretary of the senate and the office of the chief clerk of the house of representatives, public records means legislative records as defined in RCW 40.14.100 and also means the following: All budget and financial records; personnel leave, travel, and payroll records; records of legislative sessions; reports submitted to the legislature; and any other record designated a public record by any official action of the senate or the house of representatives. See RCW 42.56.010.
SAAG/Special Assistant Attorney General	A lawyer who has been designated and appointed by the AGO to serve as counsel of record, sign pleadings, sign advice memoranda, and directly provide services listed in the Contract.
SAAG Contract Manager	AGO employee responsible to oversee the Contract, who shall serve as the SAAG's primary contact regarding the work performed. The SAAG Contract Manager may preauthorize expenditures, and will oversee the details of the work performed.

[5] **Only applicable to FIRMs/SAAGs providing HIPAA covered services.**

Docusign Envelope ID: 2E71C35D-2F11-8190-839C-A09CE959D704

State	The State of Washington, including State elected officials, state boards, commissions, agencies and public institutions of higher education.
Use	When the verb “use” is employed in a generic sense, it shall mean to take, hold, or deploy something as a means of accomplishing a purpose or end. When the verb “use” is employed in conjunction with information shared by the AGO or AGENCY with the SAAG under this Contract, it shall mean the sharing, employment, application, utilization, examination, analysis, canonization, or commingling of information provided under this Contract with other information.
Writing	Writing" means handwriting, typewriting, printing, photostating, photographing, and every other means of recording any form of communication or representation including, but not limited to, letters, words, pictures, sounds, or symbols, or combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, motion picture, film and video recordings, magnetic or punched cards, discs, drums, diskettes, sound recordings, and other documents including existing data compilations from which information may be obtained or translated. See RCW 42.56.010.

Docusign Envelope ID: 2E71C35D-2F11-8190-839C-A09CE959D704

2 TERMS & CONDITIONS

2.1 FIRM Supervision and Coordination

The FIRM shall competently and efficiently supervise and coordinate the implementation and completion of all Contract requirements specified herein. The FIRM shall consult with and keep the SAAG Contract Manager fully informed as to the progress of all matters covered by this Contract.

2.2 Changes/Amendments

Alterations to any of the terms, conditions, or requirements of this Contract shall be effective only upon execution of a written Contract Amendment signed by the AGO and the FIRM. Notwithstanding this provision: changes to the AGO contacts (both the AGO SAAG Administrator and Contract Manager) may be communicated in a writing, including an email, without issuing a Contract Amendment.

2.3 Notice

Notices will be deemed received on only Business Days. Notices delivered after regular business hours, or on holidays or weekends, will be deemed received on the following Business Day.

All notices, requests, demands and other communications required under this Contract shall be in writing and shall be deemed duly given and received (i) if personally delivered, on the date of delivery as documented by the recipient's stamp on the document; (ii) if mailed, three (3) days after deposit in the United States Mail, postage prepaid and addressed as provided in the Contract Special Terms, Notice/Contract Administration; or (iii) if delivered by email, upon receipt in the recipient's email system.

2.4 Assignment

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the FIRM without the prior written consent of the AGO.

2.5 Public Records and Agency Communications

Information generated in the course of representing a public agency may be a public record under chapter 42.56 RCW, the Public Records Act ("the PRA"). The FIRM will use professional judgment and care when creating material intended to be confidential attorney-client communications that may be subject to a request for disclosure under the PRA (e.g., invoices which contain notations that may reveal confidential litigation strategy or other privileged information). The FIRM should mark privileged communications as privileged or confidential.

2.6 Appellate Matters

Irrespective of any authorization to engage in litigation, the FIRM is not authorized to proceed on any appeal, in any capacity, whether interlocutory or otherwise, whether as appellant, appellee, respondent, applicant or otherwise, without first obtaining the written permission of the AGO.

2.7 Use of Consultants and Experts

The FIRM may, with the prior written approval of the SAAG Contract Manager, engage consultants and experts in various fields related to the subject matter of this Contract to assist the FIRM in the performance of its services. The rates, fees, or other compensation of such consultants or experts is also subject to approval of the SAAG Contract Manager. Approved compensation paid consultants and experts, as incurred, shall be included in the FIRM's invoices for reimbursement by the AGO, without any addition, surcharge, or increase by the FIRM of the actual amount billed to the consultant or expert.

2.8 Use of Subcontractors

Docusign Envelope ID: 2E71C35D-2F11-8190-839C-A09CE959D704

The FIRM is being retained for its specific expertise. It may not contract out any portion of its legal work under this Contract without prior written approval of the AGO. Requests to subcontract any portion of the work under this Contract shall be addressed to the SAAG Administrator. Subcontractors must agree to be bound by all provisions of this Contract. Any attorney subcontractor who will serve as counsel of record, sign pleadings or advice memoranda, or directly provide the services under this contract (e.g., directly advise AGO staff), must not provide services unless and until being designated as an SAAG.

2.9 Signature

A manually signed copy of this Contract or any amendments or other transaction documents delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.

2.10 Treatment of Assets/Ownership Rights

Title to all property furnished by the AGO and/or any AGENCY shall remain with the AGO and/or AGENCY. Any property of the AGO and/or any AGENCY furnished to the FIRM shall, unless otherwise provided herein or approved by the AGO and/or AGENCY, be used only for the performance of this Contract.

The FIRM shall be responsible for damages as a result of any loss or damage to property of the AGO and/or AGENCY which results from the negligence of the FIRM or which results from the failure on the part of the FIRM to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances.

If any AGO and/or AGENCY property is lost, destroyed, or damaged, the FIRM shall immediately notify the AGO and/or AGENCY and shall take all reasonable steps to protect the property from further damage.

The FIRM shall surrender to the AGO and/or AGENCY all AGO and/or AGENCY property upon completion, termination, or cancellation of this Contract, unless it receives written direction to the contrary from the AGO and/or AGENCY.

All documents, data, and records produced by the FIRM and any experts or consultants in carrying out the obligations and services hereunder, whether preliminary or final, are and shall become and remain the property of the AGO.

The AGO shall have the right to use all such documents, data, and records in any manner it deems appropriate, without restriction or limitation and without additional compensation to the FIRM and any experts or consultants and the FIRM and any experts or consultants shall have no right or interest therein. This shall include the right to copy, modify, prepare derivative works from, and publish and distribute (to the extent consistent with ethical obligations), any component of the documents, data and records.

Documents, data, and records given to or prepared by the FIRM and any consultants or experts under this Contract shall not be made available to any individual or organization without the prior written approval of the SAAG Contract Manager or SAAG Administrator.

Notwithstanding the provisions of this section, the FIRM may retain copies of documents, data and records delivered to the AGO and is granted a non-exclusive license to use those materials, to the extent consistent with its ethical obligations.

2.11 Payment

a. Statewide payee desk

Unless otherwise notified, in order to receive payment, the FIRM must be registered with

Docusign Envelope ID: 2E71C35D-2F11-8190-839C-A09CE959D704

the Statewide Payee Desk maintained by the Office of Financial Management (OFM) for processing payments. State agencies cannot make payments to any contractor, including law firms, until they are registered. Registration materials are available at: Vendor Payee Registration, https://ofm.wa.gov/it-systems/accounting-systems/statewide-vendorpayee-services/vendor-payee-registration. If you are a foreign entity, you must submit an IRS form W-8, which can be found at the IRS website. You must have a U.S. Taxpayer Identification Number (TIN) to register with Washington State.

b. Advance payment prohibited

No advance payment shall be made for the services furnished by the FIRM under this Contract.

c. Invoicing

The FIRM must provide a properly completed invoice to the AGO. All invoices are to be delivered to the address listed in the Contract Special Terms and Conditions, Notice/Contract Administration, and must contain all information listed in the Contract, Special Terms and Conditions, Compensation and Payment. The FIRM shall submit invoices on a monthly basis for services performed the previous month.

Invoices may not be processed for payment until receipt of a properly completed invoice denominated in U.S. dollars has been accepted by the AGO, who will forward for payment.

d. Payment responsibility

Payment is the responsibility of the AGO.

As allowed by chapter 39.76 RCW, if the AGO fails to make timely payment(s), the FIRM may invoice for 1% per month on the amount overdue or a minimum of $1.00. Payment will not be considered late if payment is paid within the 30-day-time period set forth in the Contract, Special Terms and Conditions, Compensation and Payment.

Payment(s) made in accordance with the Contract terms fully compensate the FIRM for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by the FIRM.

e. Overpayment or erroneous payment

If the AGO or FIRM realizes that the FIRM was erroneously paid or overpaid, they will provide written notice of such overpayment. AGO retains the right to be reimbursed for any erroneous payment or overpayment**.**

2.12 Fees/Licenses, FIRM Expenses and Audits

a. Fees/licenses

After award of Contract, and prior to commencing performance under the Contract, the FIRM shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are necessary for Contract performance. It is the FIRM's sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this Contract.

b. FIRM expenses

Non-Reimbursable Expenses: AGO will not reimburse FIRM for routine business expenses, which are considered normal overhead and operating costs, such as:

- copying charges (routine, day-to-day);
- fax charges;
- routine postage;
- office supplies;
- telephone charges;
- electricity and other utilities;
- Internet service;
- word processing, clerical, or secretarial charges, whether expressed as a dollar disbursement or time charge;
- overtime compensation;
- storage of open or closed files;
- rental of equipment, including computers;
- internal equipment, books, periodicals, and other research materials, including on-line legal research charges; and
- tips or gratuities, unless specifically set out in the State Administrative & Accounting Manual (SAAM).
- Additionally, late fees from expert witnesses, litigation consultants, or other consultants that result from the FIRM not paying timely will not be reimbursed by the AGO and/or AGENCY.

Reimbursable Expenses: Subject to the AGO's prior written approval, the FIRM will be reimbursed for the **reasonable and necessary** travel and other allowable expenses related to services provided under the Contract and the FIRM will be reimbursed for paying expert witnesses, litigation consultants, or other consultants, including **reasonable and necessary** travel and related expenses incurred by such witnesses or consultants, which costs may not exceed the amount actually paid to such expert or consultant. The FIRM must pay for services prior to submitting invoices to the AGO and/or AGENCY. Mileage and meal expenses will be reimbursed in accordance with the then-current rules and regulations set forth in the *Washington State Administrative and Accounting Manual* (http://www.ofm.wa.gov/policy/default.asp). Authorized air travel will be reimbursed for economy/coach class only. Reimbursement for **reasonably priced** lodging will be at actual cost, as evidenced by a receipt. The FIRM shall provide a detailed itemization of all reimbursable expenses, including description, amounts, and dates, and receipts for all items, with the exception of claims for mileage reimbursement and meals, which are reimbursed using the per diem rate set forth in in the *Washington State Administrative and Accounting Manual.*

The amount reimbursed to the FIRM is included in calculating the total amount that may be expended under this Contract.

c. Audits

The AGO and the State reserve the right to audit, or have a designated third-party audit, applicable records to ensure that the State has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

2.13 Information and Communications

Docusign Envelope ID: 2E71C35D-2F11-8190-839C-A09CE959D704

a. Retention and review of records

The FIRM shall maintain:

i. All books, records, documents, data and other evidence relating to this Contract, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract;

ii. All documents relating to the "Services Provided" described in paragraph 2 of the Contract, including, but not limited to, all pleadings, correspondence, discovery materials, deposition transcripts, all documents, data, and records produced by the FIRM and any experts or consultants in carrying out the obligations and services hereunder, whether preliminary or final, and other similar documents and data; and

iii. All such records described in subparagraphs i and ii above, whether they are in paper, electronic, or other form, in such a manner that they can be readily identified and located as records relating to this Contract. To the greatest extent practicable, records relating to this Contract shall be segregated from records relating to other matters handled by the FIRM, and records containing privileged or confidential information relating to this Contract shall be segregated from other records relating to this Contract.

The FIRM shall retain all such records for a period of no less than six (6) years from the date the matter is concluded, unless otherwise directed by the AGO. In the event that FIRM has entered a business associate agreement and has accessed PHI, retention and/or destruction of PHI is to be coordinated with the AGENCY upon conclusion of the matter, as set forth in subparagraph g of this section.

At no additional cost, all records and data, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review, or audit by the AGO, personnel duly authorized by the AGO, the Washington State Auditor's Office, and federal and state officials so authorized by law, regulation or agreement. If any litigation, claim or audit is started before the expiration of the retention period set forth above, or if the AGO receives a public records request for records relating to the Contract, the FIRM shall retain the records for such additional time as the AGO shall direct.

b. Non-endorsement and publicity

The AGO is not endorsing the FIRM's services, nor suggesting that they are the best or only solution to their needs. The FIRM agrees to make no reference to the AGO in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of the AGO.

The FIRM shall not publish or use any information concerning this Contract in any format or media for advertising or publicity without prior written consent from the AGO.

The designation "Special Assistant Attorney General" may be used by designated SAAGs who serve as counsel of record, sign pleadings, sign advice memoranda, or directly provide legal services related to this matter, but no reference will be made to the SAAG appointee(s) or the FIRM as representing any other agency or department of the State as a result of this appointment.

c. Media contact

No statement may be made by the FIRM to the press or any other media, on or off the record, unless prior express written approval is secured from the AGO. The FIRM may be asked on occasion to assist in the development of media responses. All media inquiries must be immediately reported to the Special Assistant Attorney General Administrator (SAAG@atg.wa.gov) and the AGO's Communications Director (atgmedia@atg.wa.gov).

d. Protection of Confidential Information

The FIRM acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance of the services under the Contract may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, FIRM, AGENCY and/or AGO communications delivered in order to provide or obtain legal advice or litigation support; AGO or AGENCY source code or object code; AGO or AGENCY security data; or Personal Information. The FIRM shall hold Confidential Information in strictest confidence and not make use of Confidential Information for any purpose other than the performance of this Contract. FIRM will release Confidential Information only to employees and others (such as expert witnesses) requiring access to such information for the purposes of carrying out duties under this Contract, and will not release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without the AGO's express written consent or as provided by law. The FIRM agrees to implement industry standard security procedures and guidelines to prevent unauthorized access to Confidential Information.

After consultation with the AGO, the FIRM must comply with Washington State RCW 42.56.590, Personal Information – Notice of Security Breaches, and RCW 19.255.010, Disclosure, notice – Definitions – Rights, remedies.

AGO reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by the FIRM through this Contract. The monitoring, auditing, or investigating may include, but is not limited to, salting databases. "Salting" is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

e. Public records procedure for AGO

To the extent consistent with chapter 42.56 RCW (the Public Records Act or "PRA"), or its successor act, the AGO shall maintain all information which the FIRM specifies in writing as confidential, provided, however, that the AGO will not honor a request to treat pricing or expenses as proprietary or confidential. If a request for release of the FIRM's pricing information is made, or for any amounts expended under this Contract, the AGO will release such information in a manner consistent with the PRA.

If the AGO receives a public records request for information (other than pricing information that FIRM has marked confidential or proprietary), the AGO will notify the FIRM of the request and of the date that the records will be released to the requester unless the FIRM obtains a court order enjoining that disclosure. If the FIRM does not obtain a court order enjoining disclosure, the AGO will release the requested information on the date specified. Failure to timely respond after notice of a public records request has been given shall be deemed a waiver by the FIRM of any claim that such information is proprietary and exempt from disclosure under RCW 42.56 or other laws.

f. Public records procedure for FIRM

Docusign Envelope ID: 2E71C35D-2F11-8190-839C-A09CE959D704

FIRM understands and agrees that the records it obtains or produces under this Contract may be public records under chapter 42.56 RCW (the Public Records Act, or "PRA"), or its successor act. The FIRM shall cooperate in a timely manner with the AGO in responding to public records requests ("PRRs") related to this Contract or the services provided under this Contract. Such cooperation shall include searching all records regarding the "Services Provided" described in Section 2 of the Contract, and producing all records that are potentially responsive to a PRR to the AGO. FIRM shall mark and segregate all materials in its possession that are protected by work product or attorney-client privilege to protect against inadvertent disclosure of such documents and to facilitate the AGO's application of allowable PRA exemptions. FIRM shall not charge for the time spent gathering and producing records pursuant to a PRR.

g. Business Associate Agreement (HIPAA), as applicable

Purpose of activity: The AGO is statutorily mandated to provide legal advice and representation to agencies. Pursuant to 45 C.F.R. Parts 160 and 164, this Business Associate Agreement applies to the extent that an agency is a Covered Entity or a Hybrid Covered Entity; in which case the AGO is a business associate of the agency when it provides legal services that require the use or disclosure of Protected Health Information (PHI). When the AGO, in its role as business associate, contracts with a third party in connection with providing legal services for an agency, the AGO is required to ensure that a third party agrees to maintain the security and confidentiality of PHI. The Contract Services, as described in Paragraph 2, will require that the FIRM access PHI.

Use or disclosure of Protected Health Information: The FIRM shall not use or disclose Protected Health Information received from an AGENCY or AGO in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 and any regulations enacted pursuant to its provisions ("HIPAA Standards") and applicable provisions of Washington state law. The FIRM shall ensure that its employees, contractors, and agents use or disclose PHI received from, or created or received on behalf of an AGENCY or AGO in accordance with the provisions of this Contract and federal and state law. The FIRM shall not use or disclose PHI in any manner other than that permitted or required by an AGENCY or AGO for the purpose of accomplishing services for or on behalf of an AGENCY or AGO as described in this Contract.

Safeguards against unauthorized use or disclosure of PHI: The FIRM agrees that it will implement all appropriate safeguards to prevent the inappropriate use or disclosure of PHI pursuant to the terms and conditions of this Contract. To the extent the FIRM carries out an AGENCY's obligations under the HIPAA Privacy, Breach Notification, Security, and Enforcement Rules and regulations, FIRM shall comply with the requirements of such Rules and regulations that apply to an AGENCY in the performance of such obligations.

Reporting unauthorized use or disclosure of PHI: If the FIRM has reason to believe that PHI may have been accessed, disclosed, or acquired without proper authorization, the FIRM shall, within five (5) business days of discovery, notify the AGO and an AGENCY. If the unauthorized use or disclosure constitutes a Breach, as defined by 42 U.S.C. § 17921, the FIRM shall (a) provide all information necessary to enable an AGENCY to fully understand the nature and scope of the Breach, including identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired, or disclosed (b) take action to preserve forensic evidence and to identify, mitigate and remediate the cause of the breach, and (c) take such other steps as needed

Docusign Envelope ID: 2E71C35D-2F11-8190-839C-A09CE959D704

to comply with 42 U.S.C. § 17932, and all applicable regulations adopted to implement that statute.
The FIRM shall indemnify, hold harmless, and defend the AGO and an AGENCY from and against any penalties, claims, actions, loss, liability, damage, costs, or expenses, including but not limited to reasonable attorneys' fees, system remediation, or forensic analysis, arising from or pertaining to such a Breach, including any violation of state or federal laws applicable to the use, disclosure or protection of PHI. The indemnification provided hereunder includes the full costs of notice to impacted individuals, including the costs to retain an outside consulting firm to undertake the notification effort.

Agreements by third parties: The FIRM shall enter into a written agreement with any consultant, expert, subcontractor or agent who will have access to PHI that is received or created or received on behalf of an AGENCY or the AGO, and shall ensure that the consultant, expert, subcontractor or agent agrees to be bound by the same restrictions, terms and conditions that apply to the FIRM through this Contract with respect to PHI. The FIRM shall require that any consultant, expert, subcontractor or agent notify the FIRM of any instances in which PHI is used or disclosed in an unauthorized manner. The FIRM shall take steps to reasonably cure the breach of confidentiality and end the violation or shall terminate the contract with the consultant, expert, subcontractor or agent.

Access to information: To the extent applicable, within five (5) business days of a request by an AGENCY for access to PHI about an individual contained in a Designated Record Set, the FIRM shall make available to an AGENCY such PHI for so long as the information is maintained in the Designated Record Set. If any individual requests access to PHI directly from the FIRM, the FIRM shall within two (2) business days forward such request to an AGENCY. The FIRM shall not deny any individual's request for access to the individual's PHI. Instead, any denials of access to PHI requested will be the responsibility of an AGENCY.

Availability of PHI for amendment: To the extent applicable, within ten (10) business days of a request from an AGENCY for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), the FIRM shall provide such information to an AGENCY for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. §164.526.

Accounting of disclosures: To the extent applicable, within ten (10) business days of notice by an AGENCY to the FIRM that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, the FIRM shall make available to an AGENCY such information as is in the FIRM's possession and is required for an AGENCY to make the accounting required by 45 C.F.R. §164.528. At a minimum, the FIRM shall provide an AGENCY with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. If the request for an accounting is delivered directly to the FIRM, the FIRM shall within two (2) business days forward such request to an AGENCY. It shall be an AGENCY's responsibility to prepare and deliver any such accounting requested. The FIRM agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this section.

Docusign Envelope ID: 2E71C35D-2F11-8190-839C-A09CE959D704

Electronic Protected Health Information: If the FIRM creates, receives, maintains or transmits Electronic Protected Health Information ("ePHI") on behalf of an AGENCY, the FIRM agrees to (1) implement administrative, physical and technical safeguards and documentation requirements consistent with the standards and implementation specifications set forth in sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations; (2) ensure that any third party agent (including consultants and experts) or subcontractor who receives such ePHI from the FIRM agrees to implement administrative, physical and technical safeguards and documentation requirements consistent with the standards and implementation specifications set forth in sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations; and (3) deploy appropriate safeguards to implement the Secretary of Health and Human Services' annual guidance on the most effective and appropriate technical safeguards for use in carrying out security standards.

Availability of books and records: The FIRM agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from an AGENCY, or created or received on behalf of an AGENCY, available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining an AGENCY's and the FIRM's compliance with the HIPAA Standards.

Return or destruction of information: At the expiration or termination of this Contract, the FIRM shall contact an AGENCY for a determination as to whether AGENCY directs the return or destruction of all PHI received from, or created or received on behalf of AGENCY that the FIRM still maintains in any form. If destruction or return of PHI is not feasible, the FIRM shall not use PHI received from, created or received on behalf of an AGENCY in a manner other than those permitted or required by state and federal laws or for the purposes described herein.

All terms in this subsection not otherwise defined in this Contract, including these *Standard Terms and Conditions*, shall be given the meanings accorded them in 45 C.F.R. Parts 160, 162, and 164 and state laws governing healthcare privacy, including but not limited to, Public Records - Personal Information – Notice of Security Breaches (RCW 42.56.590), the Uniform Healthcare Information Act (RCW 70.02), mental illness (RCW 71.05), mental health services for minors (RCW 71.34), drug and alcohol abuse (RCW 70.96A, 42 CRF part 2), and HIV/AID/STDs (RCW 70.24).

2.14 General Provisions

a. Governing law/venue

Unless otherwise provided in the Contract, this Contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

The County may change depending upon the location of the services.

b. Severability

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

Docusign Envelope ID: 2E71C35D-2F11-8190-839C-A09CE959D704

c. Survivorship

All transactions executed for services provided pursuant to the authority of this Contract shall be bound by all of the terms and conditions, set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, the terms of the sections or subsections titled Overpayment or Erroneous Payment; Treatment of Assets/Ownership Rights; Protection of Confidential Information; Non-endorsement and Publicity; Retention and Review of Records; Media Contact; Public Records Procedure for AGO; Public Records Procedures for FIRM; Immunity, Indemnification and Hold Harmless; the Business Associate Agreement; Protection of Confidential Information; and Disputes and Remedies shall survive the termination of this Contract.

d. Independent status of the FIRM

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as employees, partners, joint ventures, or associates of one another. The employees of one party shall not be deemed or construed to be the employees of the other party for any purpose whatsoever. The FIRM shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW, or Title 51 RCW.

e. Gifts, gratuities and conflicts of interest

The FIRM shall comply with all state laws regarding gifts and gratuities, including but not limited to: RCW 39.26, RCW 42.52.150, RCW 42.52.160, and RCW 42.52.170 under which it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with state business or Contract activities.

Under RCW 39.26 and the Ethics in Public Service Law, chapter 42.52 RCW, state officers and employees are prohibited from receiving, accepting, taking or seeking gifts (except as permitted by RCW 42.52.150) if the officer or employee participates in contractual matters relating to the purchase of goods or services.

The FIRM must comply with chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts.

f. Immunity, indemnification and hold harmless

The FIRM expressly agrees to indemnify, defend, and hold harmless the AGO, the State of Washington, and all of their agencies, boards, commissions, officials, agents, employees and authorized volunteers (the “Indemnified Parties”) for any claim arising out of or incident to the FIRM's performance or failure to perform under the Contract with the exception of claims of professional malpractice. In the case of claims of professional malpractice, any claim must be submitted as a claim against the FIRM’s malpractice policy. Except for claims of professional malpractice, the FIRM shall be required to indemnify, defend, and hold harmless the Indemnified Parties only to the extent the claim is caused in whole or in part by negligent, reckless or willful acts or omissions of the FIRM, its agents, employees, or representatives.

To the fullest extent permitted by law, the FIRM shall indemnify, defend and hold harmless the Indemnified Parties from and against all claims for bodily injury, death or damage to property, and all harm relating to the FIRM’s unauthorized use of personal information or the unauthorized use of personal information by unauthorized persons as a result of the

Docusign Envelope ID: 2E71C35D-2F11-8190-839C-A09CE959D704

FIRM's failure to sufficiently protect against unauthorized use, disclosure, modification, or loss. The FIRM's obligation to indemnify, defend, and hold harmless includes any claim by the FIRM's agents, employees, or representatives.

The FIRM waives its immunity under Title 51 to the extent it is required to indemnify, defend and hold harmless the Indemnified Parties.

g. Personal liability

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Washington, when executing their official duties in good faith, be in any way personally liable or responsible for any agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this Contract.

2.15 Insurance

The FIRM shall maintain errors and omissions (professional liability) insurance and such additional insurance as may be required to enable it to fulfill its duty to indemnify throughout the term of this Contract.

In the event that services delivered pursuant to this Contract involve the use of vehicles or the transportation of clients, required insurance shall include a business automobile policy. The coverage provided shall protect against claims for bodily injury, including illness, disease, and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the FIRM or its employees.

Failure to maintain sufficient coverage shall not relieve the FIRM of its duty of indemnification as stated in this Contract. The FIRM agrees to provide evidence of such insurance coverage upon request by the AGO.

2.16 Industrial Insurance Coverage

The FIRM will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent required by law. The State of Washington will not be held responsible in any way for claims filed by the FIRM or its employees for services performed under the terms of this Contract.

For work performed by any of the FIRM's Washington State employees, the FIRM shall comply with the provisions of Title 51 RCW, Industrial Insurance. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from the FIRM.

2.17 Nondiscrimination

During the performance of this Contract, the FIRM shall comply with all applicable federal and state nondiscrimination laws, regulations and policies, including, but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. § 12101 et. seq.; the Americans with Disabilities Act (ADA); and, chapter 49.60 RCW, Discrimination – Human Rights Commission.

FIRM, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, FIRM, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which FIRM, or subcontractor, has a collective bargaining or other agreement.

FIRM, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that FIRM, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

Docusign Envelope ID: 2E71C35D-2F11-8190-839C-A09CE959D704

Notwithstanding any provision to the contrary, AGO may suspend FIRM, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until AGO receives notification that FIRM, including any subcontractor, is cooperating with the investigating state agency. In the event FIRM, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), AGO may terminate this Contract in whole or in part, and FIRM, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. FIRM or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, FIRM, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. AGO and/or AGENCY shall have the right to deduct from any monies due to FIRM or subcontractor, or that thereafter become due, an amount for damages FIRM or subcontractor will owe AGO and/or AGENCY for default under this provision.

2.18 Waiver

Failure or delay of the AGO to insist upon the strict performance of any term or condition of the Contract or to exercise any right or remedy provided in the Contract or by law; or the AGO's acceptance of or payment for materials, supplies, services and/or equipment, shall not release the FIRM from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the AGO to insist upon the strict performance of the entire agreement by the FIRM. In the event of any claim for breach of contract against the FIRM, no provision of this Contract shall be construed, expressly or by implication, as a waiver by the AGO of any existing or future right and/or remedy available by law.

2.19 Disputes and Remedies

a. Problem resolution and disputes

Problems arising out of the performance of this Contract shall be resolved in a timely manner at the lowest possible level by those possessing authority to resolve such problems.

The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within five (5) business days. The initiating party shall have three (3) business days to review the response. If after this review a resolution cannot be reached, both parties shall have three (3) business days to negotiate in good faith to resolve the dispute, which will normally include escalating the issue within each party's organization.

If a problem persists and cannot be resolved through negotiation after five (5) business days, the parties agree to participate in mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties.

The request for a dispute mediation must:

- be in writing;

Docusign Envelope ID: 2E71C35D-2F11-8190-839C-A09CE959D704

- state the disputed issue(s);
- state the relative positions of the parties;
- state the FIRM's name, address, and this Contract number; and
- be mailed to the other party's (the responding party's) Contract Manager.

The parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a mediator whenever possible.

The parties agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

If the subject of the dispute is the amount due and payable by the AGO for materials or services supplied by the FIRM, the FIRM shall continue providing materials and services pending resolution of the dispute provided the AGO pays the FIRM the amount it, in good faith, believes is due and payable.

b. Alternative dispute resolution fees and costs

In the event that the parties engage in any form of alternative dispute resolution to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

c. Non-exclusive remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

2.20 Contract Termination and/or Suspension

a. Termination for cause

The AGO may terminate this Contract for cause, in whole or in part, by providing written notice to the FIRM if the AGO has a reasonable basis to believe that the FIRM has:

- Failed to meet or maintain any requirement for contracting with the AGO;
- Failed to ensure the health or safety of the AGO and its officers, employees or agents;
- Failed to perform under or otherwise breached, any term or condition of this Contract; and/or
- Violated any applicable law or regulation.

If it is later determined that the FIRM was not in default, the termination shall be considered a termination for convenience.

b. Termination for convenience by AGO

Except as otherwise provided in this Contract, the AGO, at its sole discretion, may terminate this Contract, in whole or in part by giving fifteen (15) calendar days' written notice of intent to terminate.

If this Contract is so terminated, the AGO shall pay for only services properly authorized

Docusign Envelope ID: 2E71C35D-2F11-8190-839C-A09CE959D704

and performed and for materials and supplies and expenses properly incurred and payable under the terms of this Contract. The AGO shall have no other obligation whatsoever to the FIRM for such termination. This termination for convenience clause may be invoked by the AGO when it is in the best interest of the AGO and the State of Washington.

c. Termination or suspension for withdrawal of authority or non-allocation of funds

In the event that the AGO's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract, including if funding for this Contract is impaired, and prior to normal completion, the AGO may immediately terminate or suspend this Contract, in whole or in part, by providing written notice, to the FIRM.

The AGO will not be obligated to pay any further charges for materials, supplies, and services provided during the period of suspension, or, in the event of termination, incurred after the Contract has been terminated.

d. Termination by FIRM

The FIRM may terminate this Contract and withdraw from representation by providing at least fifteen (15) calendar days' written notification to the AGO, to the extent consistent with and in accordance with its ethical obligations under the Rules of Professional Conduct.

e. Termination by mutual agreement

The AGO and the FIRM may terminate this Contract in whole or in part, at any time, by mutual agreement.

f. Termination of Individual Assignment Letters, as applicable

The AGO may terminate individual Assignment Letters under this Contract, in whole or in part, at any time, upon written notice to the FIRM.

g. Termination procedure

In addition to the procedures set forth below, if the AGO terminates this Contract, the FIRM shall follow any procedures the AGO specifies in the termination notice.

Upon termination of this Contract and in addition to any other rights provided in this Contract, the AGO may require the FIRM to deliver to it any property specifically produced or acquired for the performance of this Contract. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

Except as provided in this section, the AGO shall pay to FIRM amounts due for work completed/services performed and accepted as satisfactory by the AGO prior to the date the notice of termination was provided. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract. The AGO may withhold from any amounts due the FIRM it determines to be necessary to protect it against potential loss or liability.

The rights and remedies of the AGO provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a termination notice, and except as otherwise expressly directed in writing by the AGO, the FIRM shall:

- Stop all work under the Contract on the date, and to the extent specified, in the notice;
- Complete or fulfill such portion of the Contract that is not terminated in compliance

Docusign Envelope ID: 2E71C35D-2F11-8190-839C-A09CE959D704

with all contractual requirements;

- Transfer title to the AGO and deliver in the manner, at the times, and to the extent directed by the AGO any property which, if the Contract had been completed, would have been required to be furnished to the AGO;
- Take such action as may be necessary, or as the AGO may direct, for the protection and preservation of the property related to this Contract which is in the possession of the FIRM and in which the AGO has or may acquire an interest.

2.21 No Wage Violation

FIRM warrants that within three (3) years prior to the date of execution of this Contract, FIRM has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

FIRM further warrants that it will remain in compliance with these requirements during the life of this Contract. FIRM will immediately notify AGO of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the life of this Contract.

Docusign Envelope ID: 2E71C35D-2F11-8190-839C-A09CE959D704

APPENDIX B

SPECIAL ASSISTANT ATTORNEY GENERAL
LITIGATION MANAGEMENT PLAN – FIRM RESPONSIBILITIES

This Litigation Management Plan sets forth the obligations of the FIRM with respect to management of the litigation described in paragraph 2 of the Contract for Legal Services. Upon execution of the Contract, the Litigation Management Plan is deemed incorporated by reference to the Contract for Legal Services.

DESCRIPTION OF TASKS/ROLES	RESPONSIBILITY		COMMENTS
	AGO	FIRM	
General Role in Litigation			
• Lead counsel	☐	☒	
• Notice of appearance/attorney of record	☐	☒	
• Determine litigation strategy	☐	☒	
• Sign pleadings	☐	☒	
Counseling AGENCY			
• Litigation options/risks	☐	☒	
• Settlement options/offers	☐	☒	
• Litigation status	☐	☒	
Evidence/Records Preservation			
• Determine scope of preservation effort	☐	☒	
• Issue litigation hold	☐	☒	
• Follow-up with AGENCY quarterly and update litigation hold as appropriate	☐	☒	
• Ensure AGENCY and records custodians understand preservation duties	☐	☒	
• Decide whether to preserve in place or collect	☐	☒	
• Decide whether to contract with an E-Discovery litigation support vendor	☐	☒	
Expert Witnesses and/or Litigation Consultants			
• Hire and manage experts and consultants	☐	☒	
• Ensure experts and consultants understand preservation duties	☐	☒	

Docusign Envelope ID: 2E71C35D-2F11-8190-839C-A09CE959D704

APPENDIX B

• Provide information to experts	☐	☒	
Discovery			
• Propound discovery	☐	☒	
• Coordinate AGENCY'S response to discovery (including Requests for Admission)	☐	☒	
• Collect and review records from AGENCY/witnesses (including experts)	☐	☒	
• Conduct privilege/confidential record review	☐	☒	
• Certify AGENCY'S response if required by law/rule	☐	☒	
• Identify witnesses for deposition	☐	☒	
• Prepare witnesses for deposition	☐	☒	
• Supplement discovery as required	☐	☒	
• Represent AGENCY in any discovery conference	☐	☒	
• Negotiate any protective order/clawback agreement	☐	☒	
Pleadings/Motions			
• File answer, responsive pleading, or complaint	☐	☒	
• File or respond to motions	☐	☒	
• Present oral argument	☐	☒	
Trial			
• Prepare case for trial	☐	☒	
• Lead counsel during trial	☐	☒	
Appeal			
• Consult with AGO and client on whether to appeal	☐	☒	
To the extent Contract is extended to cover an appeal:			
• File notice of appeal	☐	☒	
• Draft appellate briefs	☐	☒	
• Review appellate briefs	☐	☒	

Docusign Envelope ID: 2E71C35D-2F11-8190-839C-A09CE959D704

APPENDIX B

Case Closeout			
Return litigation files including discovery to AGO for retention or disposition, as directed in the AGO closeout letter	☐	☒	
Issue notice terminating litigation hold	☐	☒	

A written amendment to this Contract is required to make any revisions to this Litigation Management Plan.