

**AMENDMENT #4**

**CONTRACT #0000000000000000000040298**

This is the fourth amendment to the Agreement with Outside Counsel (the "Agreement") entered into by and between the Office of the Indiana Attorney General (the "State") and SCHAERR JAFFE LLP (the "Counsel") approved by the last State signatory on March 30, 2020, with Amendment #1 approved on April 22, 2021, Amendment #2 approved on May 11, 2022, and Amendment #3 approved on August 11, 2022.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

- 1. The Agreement is hereby extended. It shall terminate on June 30, 2023.
- 2. The consideration is hereby increased in the amount of \$100,000.00. Total remuneration under the Agreement is not to exceed \$ 900,000.00.
- 3. Paragraph 1.A. [Scope of Legal Services] is hereby deleted in its entirety and replaced with the following:
  - A. Counsel shall, upon request of the State, provide services needed by the State relating to the litigation captioned *Caitlin Bernard M.D. et al. v. The Individual Members of the Indiana Medical Licensing Board and the Marion County Prosecutor*, cause number 1:19-cv-1660-SEB-MJD, particularly with respect to expert witnesses and the drafting of their declarations (the "Legal Services"). Legal Services shall also include services related to the litigation captioned *Bernard and Caldwell v. Rokita and Barnhart*, cause number 49D13-2211-MI-038101, together with any licensing investigations or complaints against Bernard, including litigation regarding that investigation, including but not limited to cause number 49D12-2209-MI-032634, work on any other current or future litigation related to any of the above referenced matters, other related privacy complaints connected to the investigations at issue, and all other matters or duties assigned by State and agreed to by Counsel. Counsel shall execute its responsibilities by following and applying the highest professional standards. If the State becomes dissatisfied with the work product or the working relationship with any individual assigned to work pursuant to this Agreement, the State may request in writing the replacement of any or all such individuals and Counsel shall grant such request.

- 4. Paragraph 2.A. [Consideration and Payment] is hereby deleted in its entirety and replaced with the following:
  - A. Counsel will be paid at the following rates:

Attorneys	\$550.00/hour
Paralegals	\$75.00/hour
Out-of-state travel per diem for food and beverage	\$55.00/day

Counsel shall also be reimbursed for expenses incurred by engaging with any experts or consultants in furtherance of the Legal Services under this Agreement, such expenses to be reimbursed at a rate previously approved by the State.

Total remuneration under this Agreement shall not exceed \$900,000.00.

**All matters set forth in the original Agreement, as amended, and not affected by this Amendment #4 shall remain in full force and effect.**

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Counsel, or that the undersigned is the properly authorized representative, agent, member or officer of the Counsel. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Counsel, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Agreement, the Counsel attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

**Agreement to Use Electronic Signatures**

I agree, and it is my intent, to sign this Amendment by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Amendment to the State of Indiana. I understand that my signing and submitting this Amendment in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Amendment and this affirmation. I understand and agree that by electronically signing and submitting this Amendment in this fashion I am affirming to the truth of the information contained therein. I understand that this Amendment will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>.

**In Witness Whereof**, Counsel and the State have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below agree to the terms thereof.

SCHAERR JAFFE LLP

Office of the Indiana Attorney General

DocuSigned by:  
By: *Sarah Norton*  
A44988CB5FD44B0...

DocuSigned by:  
By: *Loni D Torres-00075*  
FBCE6524D5AB42E...

Title: Firm Administrator

Title: Chief Deputy Attorney General

Date: 12/13/2022 | 07:57 PST

Date: 12/13/2022 | 11:01 EST

Electronically Approved by: Department of Administration  By: Rebecca Holw erda, Commissioner (for)	
Electronically Approved by: State Budget Agency  By: Zachary Q. Jackson, Director (for)	Electronically Approved as to Form and Legality by: Office of the Attorney General  By: Theodore E Rokita, Attorney General (for)