

AMENDMENT #6

CONTRACT #0000000000000000000040298

This is an Amendment to the Contract ("Contract") entered into by and between the **Office of the Indiana Attorney General** ("State") and **SCHAERR JAFFE LLP** ("Contractor") 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, Amendment #3 approved on August 11, 2022, Amendment #4 approved on December 19, 2022, and Amendment #5 approved on July 6, 2023.

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

1. The Contract is hereby extended. It shall terminate on December 31, 2024.
2. The consideration during this extension period is \$100,000.00. Total remuneration under the Contract is not to exceed \$1,100,000.00.
3. Paragraph 1.A. [Scope of Legal Services] is hereby deleted in its entirety and replaced with the following:

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; litigation captioned *Bernard and Caldwell v. Rokita and Barnhart*, Cause Number 49D13-2211-MI-038101; any licensing investigations or complaints against Bernard, including litigation arising out of 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 or licensing complaints connected to the investigations at issue; and all other matters or duties assigned by State and agreed to by Counsel (the "Legal Services"). 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.

All matters set forth in the original Contract and not affected by this Amendment 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 Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, 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 Contract, the Contractor 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 Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract 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, Contractor 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

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

Title: Firm Administrator

Date: 8/25/2023 | 11:48 PDT

Office of the Indiana Attorney General

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

Title: Chief Deputy Attorney General

Date: 8/25/2023 | 14:59 EDT

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