AMENDMENT No. 3 To
PERSONAL SERVICES AGREEMENT #13186
(SPECIAL ASSISTANT ATTORNEY GENERAL)

This Amendment No. 3 (the "**Amendment**"), effective December 10, 2017, to Agreement #13186 (the "**Agreement**") originally effective December 10, 2012, between the State of Oregon, acting by and through its Department of Justice ("**DOJ**") and the law firm of Covington & Burling LLP (the "**Firm**").

1. The Agreement is hereby amended as follows:

a. Delete Section 1.1, "Effective Date," and replace it in its entirety with the following:

"1.1 Effective Date. This Agreement is effective on the date when fully executed by DOJ, or on December 10, 2012, whichever date is earlier, (the "**Effective Date**" and terminates on December 10, 2019 (the "**Term**") unless earlier terminated, or extended by amendment in accordance with this Agreement."

b. Delete Section 3.2, "Professional Fee Schedule," and replace it in its entirety with the following:

"3.2 Professional Fee Schedule.

3.2.1 From the Effective Date through July 31, 2016, the Firm's fees for Services are the lesser of the following rates or the Firm's customary and reasonable rates.

ATTORNEY/LEGAL ASSISTANT	HOURLY RATE
Caroline Brown	$550 per hour
Carolyn Corwin	$550 per hour
Charles Miller	$550 per hour
Anna Kraus	$540 per hour
Joan Kutcher	$525 per hour
Rachel Grunberger and other 6th year associates	$395 per hour
Erica Lai and other 5th year associates	$385 per hour
Philip Peisch and other 4th year associates	$360 per hour
Dena Feldman and other 2nd year associates	$300 per hour
Paralegals	$190 per hour

ATTORNEY/LEGAL ASSISTANT	HOURLY RATE
Liza Khan	**$495** per hour
Paige Jennings	**$495** per hour
Shruti Barker	**$475** per hour
Rebecca Smith	**$400** per hour
Alexandra Langton	**$400** per hour
Will Hudson	**$370** per hour

To reduce legal fees, the Firm agrees to assign tasks among its attorneys commensurate with the level of expertise required and to use paralegals, legal assistants, law clerks or support staff where appropriate. The Firm shall not bill separately for secretarial, clerical, or other support staff services. The Firm may review its rate scale annually at or near the end of each calendar year. Rate adjustments are not effective until i) the Supervising Attomey receives notice of such adjustment, and ii) DOJ and the Firm have executed an amendment to this Agreement that includes the adjusted rates."

2. Except as expressly amended above, all other terms and conditions of the Agreement are still in full force and effect. The Firm certifies that the representations, warranties and certifications contained in the Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

3. Capitalized terms used but not defined herein have the meaning ascribed in the Agreement. Where context dictates, references to the Benefiting Agency in the Agreement means both Benefiting Agencies.

4. This Amendment may be executed in several counterparts, by facsimile or otherwise, all of which when taken together constitutes one instrument binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed constitutes an original.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No.3 as set forth below.

COVINGTON & BURLING LLP By: _____ Date: _____ Name: _____ Title: _____	**STATE OF OREGON acting by and through the OREGON DEPARTMENT OF JUSTICE** By: _____ Date: _____ Frederick M. Boss Deputy Attorney General
Approved as to Sections 1.1 and 3.2 by the OREGON HEALTH AUTHORITY By: _____ Date: 3/16/18 Name: Laura Robison Title: Chief Financial Officer	**Reviewed:** By: Stephanie A. Thompson Date: Mar 12, 2018 Stephanie A. Thompson Senior Assistant Attorney General
Approved as to Sections 1.1. and 3.2 by the OREGON DEPARTMENT OF HUMAN SERVICES By: Fariborz Pakseresht Date: 3/16/18 Name: Fariborz Pakseresht Title: Director	

AMENDMENT No. 2 To
PERSONAL SERVICES AGREEMENT #13186
(SPECIAL ASSISTANT ATTORNEY GENERAL)

This Amendment No. 2 (the "**Amendment**"), effective August 1, 2016, to Agreement #13186 (the "**Agreement**") originally effective December 10, 2012, between the State of Oregon, acting by and through its Department of Justice ("**DOJ**") and the law firm of Covington & Burling LLP (the "**Firm**").

1. The Agreement is hereby amended by deleting Section 3.2, "Professional Fee Schedule," and replacing it in its entirety with the following:

"3.2 Professional Fee Schedule.

3.2.1 From the Effective Date through July 31, 2016, the Firm's fees for Services are the lesser of the following rates or the Firm's customary and reasonable rates.

ATTORNEY/LEGAL ASSISTANT	HOURLY RATE
Caroline Brown	$550 per hour
Carolyn Corwin	$550 per hour
Charles Miller	$550 per hour
Anna Kraus	$540 per hour
Joan Kutcher	$525 per hour
Rachel Grunberger and other 6th year associates	$395 per hour
Erica Lai and other 5th year associates	$385 per hour
Philip Peisch and other 4th year associates	$360 per hour
Dena Feldman and other 2nd year associates	$300 per hour
Paralegals	$190 per hour

3.2.2 As of August 1, 2016, the Firm's rates for Services are the lesser of the following rates or the Firm's customary and reasonable rates.

ATTORNEY/LEGAL ASSISTANT	HOURLY RATE
Caroline Brown	$625 per hour
Charles Miller and other Senior Counsel	$625 per hour
Anna Kraus	$575 per hour
Joan Kutcher	$575 per hour

ATTORNEY/LEGAL ASSISTANT	HOURLY RATE
Phil Peisch and other 7th year associates	$495 per hour
Dena Feldman and other 5th year associates	$450 per hour
Paige Jennings and other 4th year associates	$425 per hour
Shruti Barker and other 3rd year associates	$380 per hour

To reduce legal fees, the Firm agrees to assign tasks among its attorneys commensurate with the level of expertise required and to use paralegals, legal assistants, law clerks or support staff where appropriate. The Firm shall not bill separately for secretarial, clerical, or other support staff services. The Firm may review its rate scale annually at or near the end of each calendar year. Rate adjustments are not effective until i) the Supervising Attorney receives notice of such adjustment, and ii) DOJ and the Firm have executed an amendment to this Agreement that includes the adjusted rates."

2. Except as expressly amended above, all other terms and conditions of the Agreement are still in full force and effect. The Firm certifies that the representations, warranties and certifications contained in the Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

3. Capitalized terms used but not defined herein have the meaning ascribed in the Agreement. Where context dictates, references to the Benefiting Agency in the Agreement means both Benefiting Agencies.

4. This Amendment may be executed in several counterparts, by facsimile or otherwise, all of which when taken together constitutes one instrument binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed constitutes an original.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No.2 as set forth below.

COVINGTON & BURLING LLP By: _____ Date: 8/3/16 Name: CAROLINE M BROWN Title: Partner	STATE OF OREGON acting by and through the OREGON DEPARTMENT OF JUSTICE By: _____ Date: 8/18/16 Frederick M. Boss Deputy Attorney General
Approved as to Section 3.2 by the OREGON HEALTH AUTHORITY By: _____ Date: _____ Name: _____ Title: _____	Approved as to Legal Sufficiency: By: _____ Date: July 29, 2016 Stephanie A. Thompson Assistant Attorney General
Approved as to Section 3.2 by the OREGON DEPARTMENT OF HUMAN SERVICES By: _____ Date: _____ Name: _____ Title: _____	

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No.2 as set forth below.

COVINGTON & BURLING LLP By: _____ Date: _____ Name: _____ Title: _____	STATE OF OREGON acting by and through the OREGON DEPARTMENT OF JUSTICE By: _____ Date: _____ Frederick M. Boss Deputy Attorney General
Approved as to Section 3.2 by the OREGON HEALTH AUTHORITY By: _____ Date: 8-11-16 Name: Mark Fairbanks Title: Chief Financial Officer	Approved as to Legal Sufficiency: By: _____ Date: July 29, 2016 Stephanie A. Thompson Assistant Attorney General
Approved as to Section 3.2 by the OREGON DEPARTMENT OF HUMAN SERVICES By: _____ Date: 08/08/16 Name: Clyde Saiki Title: Director	

AMENDMENT No. 1 To
PERSONAL SERVICES AGREEMENT #13186
(SPECIAL ASSISTANT ATTORNEY GENERAL)

This Amendment No. 1 (the "**Amendment**"), effective October 23, 2015, to Agreement #13186 (the "**Agreement**") originally effective December 10, 2012, between the State of Oregon, acting by and through its Department of Justice ("**DOJ**") and the law firm of Covington & Burling LLP (the "**Firm**").

Background

DOJ contracted with counsel to provide advice and representation to the Oregon Health Authority related to Medicare and Medicaid compliance issues. The Department of Human Services also needs Medicaid advice.

The parties desire to set forth the new relationships for the Agreement.

Amendment

1. The Agreement is hereby amended by deleting the Recitals and replacing them in their entirety with the following:

"RECITALS

Pursuant to ORS Chapter 180 DOJ provides legal services required by the State and its various agencies, departments, boards, bureaus, commissions, and officers; and

DOJ has authority under ORS Chapter 180 to contract with counsel outside of DOJ to provide the State with certain legal services on behalf of DOJ; and

DOJ contracted for legal services with outside counsel to provide advice and representation to DOJ for the benefit of Oregon Health Authority ("**OHA**").

DOJ now desires to add the Department of Human Services ("**DHS**") to the agencies that are benefiting from advice of outside counsel. (OHA and DHS are each a "**Benefiting Agency**," and together are the "**Benefiting Agencies**"); and

The Firm desires to provide the legal services required under this Agreement; and

The parties desire to set forth the terms and conditions governing their relationship in connection with such legal services, consistent with the rules of professional conduct applicable to all attorneys.

NOW THEREFORE, the parties agree as follows:"

2. Delete Section 3.1, "Consideration", and replace it in its entirety with the following:

"3.1 Consideration. Subject to the terms and conditions of this Agreement, the Benefiting Agency shall pay the Firm in accordance with the fee schedule in Section 3.2 below for Services rendered, plus expense reimbursement as set forth in Article IV, up to **$100,000.00** per year (the "**Maximum Compensation**"). The Firm acknowledges and agrees that the Benefiting Agencies are the primary source of funds for all payments under this Agreement, but DOJ may make payments on behalf of the State in its sole discretion. OHA and DHS are each only liable for their own share of Services. **The Benefiting Agencies are not liable to the Firm for those Services performed before the Effective Date or after the expiration date of this Agreement or before an amendment to this Agreement is effective and all requisite approvals have been obtained.**"

3. Delete Section 3.3, "Submission of Invoice," and replace it in its entirety with the following:

"3.3 Submission of Invoice. The Firm shall deliver invoices to the Supervising Attorney on a monthly basis for Services performed. Invoices must describe all Services performed and work product delivered, with particularity, including by whom it was performed or produced, and must itemize and explain all expenses for which reimbursement is claimed. **The Firm shall note the amount due from each Benefiting Agency, using separate invoices.** The Firm's invoices also must include the total amount billed to date prior to the current invoice. The Firm shall specifically note in each invoice when one-third and two-thirds of the Maximum Compensation amount set forth in Section 3.1 above has been expended, including Article IV expense reimbursements. DOJ Administrative Services will forward the invoice to the appropriate Benefiting Agency for payment after the Supervising Attorney reviews the invoice and approves any undisputed amounts for payment."

4. Delete Article V, and replace it in its entirety with the following:

"Article V
Conflicts; Procedure for Consent

5.1 Conflicts.

5.1.1 **Designated Agencies.** Although the Attorney General provides advice to the State as a whole, for purposes of this Agreement and for purposes of the laws or rules of the jurisdiction under which attorneys of the Firm practice law under this Agreement, the Firm represents only the Benefiting Agencies as client and no other state institution. Nevertheless, the Firm shall not use information relating to the representation of the Benefiting Agencies which it acquires under this appointment to the disadvantage of any state officer, agency, board or commission. The SAAG is directed not to share such information with any lawyer in the SAAG's Firm who does not also agree to comply with this restriction.

5.1.2 **Informed Consent**. As of the Effective Date, the Firm represents that it has provided adequate information to DOJ related to any conflicts of interest within the meaning of the laws or rules of the jurisdiction under which attorneys of the Firm practice law under this Agreement for purposes of obtaining the informed consent of the Benefiting Agencies.

5.2 Request for Consent. After the Effective Date, if the Firm determines that a conflict of interest exists within the meaning of the laws or rules of the jurisdiction under which the Firm practices law under this Agreement, between the interests of either of the Benefiting Agencies and the interests of another client it represents or proposes to represent, and that Benefiting Agency has not consented to the conflict of interest, the Firm shall deliver a written request for consent to the Supervising Attorney, with a copy to the conflict consent coordinator at the following e-mail address: ConflictCoordinator@doj.state.or.us. Consent is not effective until the Deputy Attorney General, the Attorney General, or her designee has delivered written consent to the conflict of interest to the Firm. Deliveries under this Section may be made by e-mail.

5.3 Additional Restrictions. Nothing under this Article V waives or diminishes the restrictions on SAAGs set forth in Section 7.2. In addition, nothing in this Agreement limits the Firm's obligations to comply with its ethical obligations in all respects, including the requirements of any jurisdiction where the attorneys of the Firm practice law. The Firm must internally screen the attorneys of the Firm representing the Benefiting Agencies from the Firm's representation of other clients in any federal health care case involving Medicaid that could adversely affect the Benefiting Agencies."

5. Delete Section 13.4 and replace it in its entirety with the following:

"13.4 Third Parties; Amendments. Only the State and the Firm have enforceable rights and remedies under this Agreement. This Agreement may only be amended by a written agreement signed by DOJ and Firm. DOJ and Firm reserve the power to amend or terminate this Agreement without the consent of the Benefiting Agencies, provided however that any amendment to Articles III, IV or Sections 1.1, 13.4 or 13.5 requires the written consent of the Benefiting Agencies."

6. Delete Section 13.5 and replace it in its entirety with the following:

"13.5 Funds Available and Authorized. The Benefiting Agencies represent to the Firm that they have sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within its biennial appropriation or limitation. The payment of amounts by each Benefiting Agency under this Agreement attributable to Services performed after the last day of the current biennium is contingent upon each Benefiting Agency receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow that Benefiting Agency, in

the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations or other expenditure authority to either or both Benefiting Agencies, DOJ may terminate this Agreement without penalty or liability to the State."

7. Except as expressly amended above, all other terms and conditions of the Agreement are still in full force and effect. The Firm certifies that the representations, warranties and certifications contained in the Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

8. Capitalized terms used but not defined herein have the meaning ascribed in the Agreement. Where context dictates, references to the Benefiting Agency in the Agreement means both Benefiting Agencies.

9. This Amendment may be executed in several counterparts, by facsimile or otherwise, all of which when taken together constitutes one instrument binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed constitutes an original.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No.1 as set forth below.

COVINGTON & BURLING LLP By: _____ Date: _____ Name: _____ Title: _____	**STATE OF OREGON acting by and through the OREGON DEPARTMENT OF JUSTICE** By: _____ Date: _____ Frederick M. Boss Deputy Attorney General
Approved as to Article III and Sections 13.4 and 13.5 by OREGON HEALTH AUTHORITY By: _____ Date: _____ Name: _____ Title: _____	**Approved as to Legal Sufficiency:** By: _____ Date: Oct 27, 2015 Stephanie A. Thompson Assistant Attorney General
Approved as to Articles III, IV, and Sections 1.1, 13.4 and 13.5 by OREGON DEPARTMENT OF HUMAN SERVICES By: _____ Date: _____ Name: _____ Title: _____	

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No.1 as set forth below.

COVINGTON & BURLING LLP By: _____ Date: _____ Name: _____ Title: _____	**STATE OF OREGON acting by and through the OREGON DEPARTMENT OF JUSTICE** By: _____ Date: _____ Frederick M. Boss Deputy Attorney General
Approved as to Article III and Sections 13.4 and 13.5 by OREGON HEALTH AUTHORITY By: _____ Date: 11/4/15 Name: MARK R. FAIRBANKS Title: CHIEF FINANCIAL OFFICER	**Approved as to Legal Sufficiency:** By: _____ Date: Oct 27, 2015 Stephanie K. Thompson Assistant Attorney General
Approved as to Articles III, IV, and Sections 1.1, 13.4 and 13.5 by OREGON DEPARTMENT OF HUMAN SERVICES By: _____ Date: _____ Name: _____ Title: _____	

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No.1 as set forth below.

COVINGTON & BURLING LLP By: _____ Date: _____ Name: _____ Title: _____	**STATE OF OREGON acting by and through the OREGON DEPARTMENT OF JUSTICE** By: _____ Date: _____ Frederick M. Boss Deputy Attorney General
Approved as to Article III and Sections 13.4 and 13.5 by OREGON HEALTH AUTHORITY By: _____ Date: _____ Name: _____ Title: _____	**Approved as to Legal Sufficiency:** By: _____ Date: Oct 27, 2015 Stephanie A. Thompson Assistant Attorney General
Approved as to Articles III, IV, and Sections 1.1, 13.4 and 13.5 by OREGON DEPARTMENT OF HUMAN SERVICES By: _____ Date: 11/09/15 Name: Clyde K. Saiki Title: Interim Director	

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No.1 as set forth below.

COVINGTON & BURLING LLP By: _____ Date: 11 Nov 2015 Name: Caroline M. Brown Title: Partner	**STATE OF OREGON acting by and through the OREGON DEPARTMENT OF JUSTICE** By: _____ Date: _____ Frederick M. Boss Deputy Attorney General
Approved as to Article III and Sections 13.4 and 13.5 by OREGON HEALTH AUTHORITY By: _____ Date: _____ Name: _____ Title: _____	**Approved as to Legal Sufficiency:** By: _____ Date: Oct 27, 2015 Stephanie A. Thompson Assistant Attorney General
Approved as to Articles III, IV, and Sections 1.1, 13.4 and 13.5 by OREGON DEPARTMENT OF HUMAN SERVICES By: _____ Date: _____ Name: _____ Title: _____	

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as set forth below.

COVINGTON & BURLING LLP By: _____ Date: _____ Name: _____ Title: _____	**STATE OF OREGON acting by and through the OREGON DEPARTMENT OF JUSTICE** By: _____ Date: 11/20/15 Frederick M. Boss Deputy Attorney General
Approved as to Article III and Sections 13.4 and 13.5 by OREGON HEALTH AUTHORITY By: _____ Date: _____ Name: _____ Title: _____	**Approved as to Legal Sufficiency:** By: _____ Date: Oct 27, 2015 Stephanie A. Thompson Assistant Attorney General
Approved as to Articles III, IV, and Sections 1.1, 13.4 and 13.5 by OREGON DEPARTMENT OF HUMAN SERVICES By: _____ Date: _____ Name: _____ Title: _____	

13186/1990

STATE OF OREGON
PERSONAL SERVICES AGREEMENT
(SPECIAL ASSISTANT ATTORNEYS GENERAL)

This Agreement is between the State of Oregon ("**State**"), acting by and through its Department of Justice ("**DOJ**") and the law firm of Covington & Burling LLP (the "**Firm**").

RECITALS

Pursuant to ORS Chapter 180 DOJ provides legal services required by the State and its various agencies, departments, boards, bureaus, commissions, and officers; and

DOJ has authority under ORS Chapter 180 to contract with counsel outside of DOJ to provide the State with certain legal services on behalf of DOJ; and

DOJ desires to contract for legal services with outside counsel to provide advice and representation to DOJ for the benefit of Oregon Health Authority ("**Benefiting Agency**"); and

The Firm desires to provide the legal services required under this Agreement; and

The parties desire to set forth the terms and conditions governing their relationship in connection with such legal services, consistent with the rules of professional conduct applicable to all attorneys.

NOW THEREFORE, the parties agree as follows:

AGREEMENT

Article I
Effective Date and Duration

1.1 Effective Date. This Agreement is effective on the date when fully executed by DOJ, or on December 10, 2012, whichever date is earlier, (the "**Effective Date**") and terminates on December 10, 2017 (the "**Term**"), unless earlier terminated, or extended by amendment in accordance with this Agreement.

1.2 Special Assistant Attorneys General Appointment. By signing as identified in **Exhibit A**, the attorney(s) set forth in **Exhibit A** agree to accept appointment as Special Assistant Attorneys General for the purpose of and subject to this Agreement, and to take an Oath of Office or an Affirmation of Office in a form substantially similar **to one of the samples set forth as Exhibit B-1 and B-2**. By signature of either the Attorney General or Deputy Attorney General to this Agreement, the attorney[s] set forth in **Exhibit A** are appointed as Special Assistant Attorneys General (each a "**SAAG**"). Either the Attorney General or Deputy Attorney General may withdraw appointment of a SAAG at any time and for any reason. The Firm shall deliver to the Supervising Attorney (as defined in Article XI of the Agreement) a properly dated, executed and notarized Oath of Office or Affirmation of Office for each attorney identified in **Exhibit A**.

Article II
Statement of Work

2.1 Legal Services. Upon request by the Supervising Attorney, the Firm shall provide the following legal services (the "**Services**"):

2.1.1 Advise DOJ and the Benefiting Agency regarding

2.11(a) communicating fully and properly with the Centers for Medicare and Medicaid Services;

2.11(b) Medicaid legal issues that arise when applying for, or when negotiating and implementing state plan amendments and waivers;

2.11(c) Medicaid compliance issues that arise related to negotiating and implementing the Oregon Integrated and Coordinated Care System, the Affordable Care Act and other Medicaid laws;

2.11(d) legal risk and risk avoidance of disallowance or other reduction of federal financial participation, including advising on the response to notices or other communications from the Centers for Medicare and Medicaid Services, and including advice on conducting negotiations related to such matters.

2.1.2 Communicate directly with the Centers for Medicare and Medicaid Services on behalf of DOJ and Benefiting Agency.

2.1.3 For any advice requested directly by the Benefiting Agency, the Firm shall include DOJ on any communications between the Firm and the Benefiting Agency or the Oregon Health Authority, or both.

2.2 Supervision. The Firm shall cause all Services performed, and work product delivered under this Agreement by the Firm's attorneys and staff to be either performed or supervised and approved by a SAAG.

2.3 Quality. The Firm represents and warrants that the Services will be performed in a skillful and professional manner in accordance with the standards of the legal profession.

Article III
Consideration; Payment

3.1 Consideration. Subject to the terms and conditions of this Agreement, the Benefiting Agency shall pay the Firm in accordance with the fee schedule in Section 3.2 below for Services rendered plus expense reimbursement as set forth in Article IV, up to a total of **$100,000 per year (not-to-exceed $500,000 during the five-year term of this Agreement)** (the "**Maximum Compensation**"). The Firm acknowledges and agrees that the Benefiting Agency is the primary source of funds for all payments under this Agreement, but DOJ reserves the power to make payments on behalf of the State in its sole discretion. **The Benefiting Agency is not liable to the Firm for those Services performed before the Effective Date or after the expiration date of this Agreement or before an amendment to this Agreement is effective and all requisite approvals have been obtained.**

3.2 Professional Fee Schedule. The Firm's fees for Services are the lesser of the following rates or the Firm's customary and reasonable rates.

ATTORNEY/LEGAL ASSISTANT	HOURLY RATE
Caroline Brown	$550 per hour
Carolyn Corwin	$550 per hour
Charles Miller	$550 per hour
Anna Kraus	$540 per hour
Joan Kutcher	$525 per hour
Rachel Grunberger and other 6th year associates	$395 per hour
Erica Lai and other 5th year associates	$385 per hour
Philip Peisch and other 4th year associates	$360 per hour
Dena Feldman and other 2nd year associates	$300 per hour
Paralegals	$190 per hour

To reduce legal fees, the Firm agrees to assign tasks among its attorneys commensurate with the level of expertise required and to use paralegals, legal assistants, law clerks or support staff where appropriate. The Firm shall not bill separately for secretarial, clerical, or other support staff services. After September 30, 2013, the Firm may review and adjust its rate scale. Thereafter, the Firm may review its rate scale annually at or near the end of each calendar year. Rate adjustments are not effective until i) the Supervising Attorney receives notice of such adjustment, and ii) DOJ and the Firm have executed an amendment to this Agreement that includes the adjusted rates.

3.3 Submission of Invoice. The Firm shall deliver invoices to the Supervising Attorney on a monthly basis for Services performed. Invoices must describe all Services performed and work product delivered, with particularity, including by whom it was performed or produced, and must itemize and explain all expenses for which reimbursement is claimed. The Firm's invoices also must include the total amount billed to date prior to the current invoice. The Firm shall specifically note in each invoice when one-third and two-thirds of the Maximum Compensation amount set forth in Section 3.1 above has been expended, including Article IV expense reimbursements. DOJ Administrative Services will forward the invoice to the Benefiting Agency for payment after the Supervising Attorney reviews the invoice and approves any undisputed amounts for payment.

Article IV
Costs and Expenses

4.1 Reimbursement. The Benefiting Agency shall reimburse the Firm for reasonable costs and expenses only as follows:

4.1.1 **Photocopying.** For normal photocopying at a maximum of 10 cents per page. Expedited photocopying or oversized document photocopying may be reimbursed at a higher rate only with the prior approval of the Supervising Attorney.

4.1.2 **Postage/courier.** For postage and courier services at the Firm's actual costs.

4.1.3 **Telephone/facsimile.** For long-distance telephone service and long-distance facsimile at the Firm's actual cost.

4.1.4 **Travel.**

4.1.4(a) For travel expenses in accordance with the State's travel policy established in the Oregon Accounting Manual, available from the Oregon Department of Administrative Services State Controller's Division http://www.das.state.or.us/DAS/SCD/SARS/policies/oam/40.10.00.PO.pdf (the "**State Travel Policy**"). The Firm must conduct all travel in the most efficient and cost-effective manner resulting in the best value to the State.

4.1.4(b) Out of State Travel. For travel expenses incurred while traveling to and from the State of Oregon ("Out-of-State Travel") only when the Supervising Attorney provides prior written approval. Out-of-State Travel expenses are subject to the restrictions set forth in the State Travel Policy and ORS 292.230.

4.1.4(c) Rates. For travel expenses of the Firm at the rates set forth in the State Travel Policy as of the date the Firm incurred the travel or other expenses.

4.1.5 **Parking.** For parking expenses that are reasonable and necessary at the Firm's actual costs.

4.2 Legal Research. For computerized legal research services at the Firm's actual cost. The State is not required to reimburse the Firm for any computerized legal research services not approved in advance by the Supervising Attorney.

4.3 Other Costs and Expenses. The Firm shall obtain the Supervising Attorney's separate prior written approval before incurring any other costs and expenses for which the Firm will seek reimbursement from the Benefiting Agency.

4.4 Expenses Included in Maximum Compensation. All expenses referenced in this Article IV are included in the Maximum Compensation amount.

Article V
Conflicts; Procedure for Consent

5.1 Conflicts.

5.1.1 **Designated Agency.** Although the Attorney General provides advice to the State as a whole, for purposes of this Agreement and for purposes of the laws or rules of the jurisdiction under which attorneys of the Firm practice law under this Agreement, the Firm represents only the Benefiting Agency as client and no other state institution. Nevertheless, the Firm shall not use information relating to the representation of the Benefiting Agency which it acquires under this appointment to the disadvantage of

any state officer, agency, board or commission. The SAAG is directed not to share such information with any lawyer in the SAAG's Firm who does not also agree to comply with this restriction.

5.1.2 **Informed Consent.** As of the Effective Date, the Firm represents that it has provided adequate information to DOJ related to any conflicts of interest within the meaning of the laws or rules of the jurisdiction under which attorneys of the Firm practice law under this Agreement for purposes of obtaining the informed consent of the Benefiting Agency.

5.2 Request for Consent. After the Effective Date, if the Firm determines that a conflict of interest exists within the meaning of the laws or rules of the jurisdiction under which the Firm practices law under this Agreement, between the interests of the Benefiting Agency and the interests of another client it represents or proposes to represent, and the Benefiting Agency has not consented to the conflict of interest, the Firm shall deliver a written request for consent to the Supervising Attorney, with a copy to the conflict consent coordinator at the following e-mail address: ConflictCoordinator@doj.state.or.us. Consent is not effective until the Deputy Attorney General, the Attorney General, or her designee has delivered written consent to the conflict of interest to the Firm. Deliveries under this Section may be made by e-mail.

5.3 Additional Restrictions. Nothing under this Article V waives or diminishes the restrictions on SAAGs set forth in Section 7.2. In addition, nothing in this Agreement limits the Firm's obligations to comply with its ethical obligations in all respects, including the requirements of any jurisdiction where the attorneys of the Firm practice law. The Firm must internally screen the attorneys of the Firm representing the Benefiting Agency from the Firm's representation of other clients in any federal health care case involving Medicaid that could adversely affect the Benefiting Agency.

Article VI
Termination

6.1 Parties' Right to Terminate for Convenience. This Agreement may be terminated at any time by mutual written consent of DOJ and the Firm. DOJ may terminate this Agreement for its convenience immediately upon delivery of written notice to the Firm. The Firm may terminate this Agreement effective upon delivery of thirty (30) days written notice to DOJ, provided termination is consistent with the Firm's ethical obligations.

In the event such termination results from the State's determination not to consent to an adverse representation of another client in a matter that is not substantially related to the subject matter of the Firm's representation of the State on behalf of DOJ and the Benefiting Agency, the State may not object, by reason of the Firm's prior representation of the State on behalf of DOJ and the Benefiting Agency or by reason of the Firm's termination of its representation of the State on behalf of DOJ and the Benefiting Agency under Section 6.1, to the Firm's undertaking or maintaining the adverse representation. Provided, however, the Firm shall not disclose the State's confidential information in undertaking or maintaining the adverse representation.

If such termination for convenience requires open matters to be transitioned to new counsel, the Firm shall use commercially reasonable efforts to effect the transition at no charge to the State and the State shall be entitled to an equitable adjustment to any fee obligation the State may have to the Firm to compensate the State for any expenses incurred by the State that would not have been incurred absent the

transition.

6.2 DOJ's Right to Terminate for Cause. DOJ may terminate or modify this Agreement, effective upon delivery of written notice from DOJ to the Firm, or at such later date as DOJ may establish in writing, under any of the following conditions:

6.2.1 Funding from federal, state, or other sources is not obtained and continued at levels sufficient to pay for the Firm's Services;

6.2.2 Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the Services are prohibited or the Benefiting Agency is prohibited from paying for the Services from the planned funding source;

6.2.3 The Firm or SAAG no longer holds any license or certificate that is required to perform the Services, or the Attorney General or Deputy Attorney General withdraws the SAAG appointment of any of the Firm's attorneys;

6.2.4 The Firm fails to provide Services called for by this Agreement within the time specified herein or any extension thereof; or

6.2.5 The Firm fails to discharge any other obligation imposed on it by this Agreement, or so fails to pursue the Services as to endanger the Firm's performance under this Agreement in accordance with its terms and fails to correct such failure within five (5) business days after delivery of written notice from DOJ, or such other period as DOJ may authorize or require.

6.3 Remedies. The rights and remedies provided in this Article VI are not exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Termination of this Agreement pursuant to Sections 6.1 or 6.2 is without prejudice to any obligations or liabilities of either party already accrued prior to such termination. However, upon receiving a notice of termination under this Article VI, the Firm shall immediately cease all activities under this Agreement, unless DOJ expressly directs otherwise in the notice of termination.

6.4 Revocation of Appointment. Termination of this Agreement revokes any appointment as SAAG pursuant to this Agreement. The appointment of an individual SAAG is revoked upon the date that the individual is no longer associated with the Firm.

Article VII
Compliance with Applicable Law

7.1 Compliance. The Firm shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement.

7.2 Prohibited Acts. The individual attorneys identified in **Exhibit A** are appointed as SAAGs under this Agreement. A SAAG is a state officer for the purpose of, and shall not act in contravention of, Article XV, § 7 of the Oregon Constitution.

Article VIII
Work Product

8.1 Ownership. The Firm's work product that results from this Agreement is the property of DOJ, although the Firm may retain copies of such work product and use the same consistent with its ethical obligations.

8.2 Delivery. The Firm shall cause all work product it produces under this Agreement to be delivered to the Supervising Attorney as it is produced.

8.3 Surrender of Work Product. Upon termination or upon request by the Supervising Attorney, the Firm shall surrender to DOJ or to anyone the Supervising Attorney designates, a copy of the final versions of any written work product, and of any documents, research, or any objects or other tangible things needed to complete the Services.

8.4 Reports. Upon request by the Supervising Attorney, the Firm shall provide reports summarizing significant Services performed under this Agreement and developments in any deliverables, proceedings or negotiations.

Article IX
Indemnity

THE FIRM SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON, DOJ AND THE BENEFITING AGENCY, THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS AND MEMBERS AS APPLICABLE, FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES AND LIABILITIES RESULTING FROM, ARISING OUT OF OR RELATING TO THE INTENTIONAL OR NEGLIGENT TORTIOUS ACTS OR OMISSIONS OF THE FIRM OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS AS APPLICABLE UNDER THIS AGREEMENT.

Article X
Insurance

10.1 Professional Liability. The Firm shall maintain professional liability insurance in a form and in an amount not less than is required by the jurisdiction where attorneys practice law under this Agreement.

10.2 Workers' Compensation. All employers, including the Firm, that employ subject workers who perform work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. The Firm shall ensure that each of its subcontractors complies with these requirements.

10.3 Automobile Liability. For any vehicle used in connection with the Services performed under this Agreement, the Firm shall ensure that the vehicles are covered by automobile liability insurance with limits of not less than those required by the jurisdiction where the attorneys practice law under this Agreement.

Article XI
Supervising Attorney

11.1 Supervising Attorney. The Supervising Attorney for this Agreement is Linda D. Grimms, Benefiting Agency Lead Counsel and Attorney-in-Charge of the Health and Human Services Section, General Counsel Division, Department of Justice. The Attorney in Charge of the Business Transactions Section, General Counsel Division, Department of Justice (the "**AIC**") may designate a successor Supervising Attorney upon written notice to the Firm. Only the Supervising Attorney or another person designated by the AIC upon notice to the Firm is authorized to act on behalf of DOJ under this Agreement. The Supervising Attorney's authority may be temporarily delegated to another attorney at DOJ by notice to the Firm from the Supervising Attorney or the AIC.

11.2 Direction. The Firm shall obtain the Supervising Attorney's direction and written authorization prior to performing Services under this Agreement. The Firm shall submit all interpretations of Oregon law to the Supervising Attorney for review prior to the issuance of advice based on such interpretation. The Firm shall obtain the Supervising Attorney's approval prior to the initiation of any court, administrative or settlement actions.

11.3 SAAG Judgment. The Firm shall exercise independent judgment and control with respect to the means and manner of performance under this Agreement.

Article XII
Independent Contractor Status; Taxes; Certificates

12.1 Independent Contractor. The Firm is an independent contractor under this Agreement. The Firm represents and warrants that the Firm and each SAAG (i) are not employees of the State of Oregon, (ii) are not employees of the federal government, and (iii) notwithstanding their standing as state officers pursuant to the Oregon Constitution as set forth in Section 7.2 above, are not officers, employees, or agents of the State, as those terms are used or defined in ORS 30.260 and 30.265.

12.2 Taxes. The Firm is responsible for all federal and state taxes applicable to any compensation or payments paid to the Firm under this Agreement. In the event the Firm is subject to withholding, DOJ and the Benefiting Agency may withhold from such compensation or payments any amount(s) to cover the Firm's federal or state tax obligations.

12.3 No Benefits. Neither the Firm nor any SAAG is eligible for any federal social security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to the Firm under this Agreement, except as a self-employed individual.

12.4 Certificates. Upon execution of this Agreement, the Firm shall deliver to DOJ the SAAG Certificate attached as **Exhibit C**.

Article XIII
Miscellaneous

13.1 Notices. Except as otherwise provided in this Agreement, all notices, requests, demands or other communications (including invoices) required by or otherwise concerning this Agreement must be in writing and are effective when delivered personally (by courier service or otherwise), when delivered by

facsimile and confirmed by the recipient by telephone, or seven days after being mailed by first-class mail, postage prepaid and return receipt requested in each case to the applicable addresses set forth below. Any e-mail addresses provided below are not given for purposes of providing notice under this Section.

IF TO DOJ:	IF TO FIRM:
Supervising Attorney Linda D. Grimms Department of Justice Justice Building 1162 Court Street NE Salem, OR 97301-4096 (503) 947-4540 (voice) (503) 378-3784 (fax) linda.grimms@doj.state.or.us	Caroline M. Brown, Lead Partner Charles A. Miller, Co-Lead Partner Covington & Burling LLP 1201 Pennsylvania Avenue NW Washington, DC 20004-2401 (202) 662-6000 (voice) (202) 662.6291 (fax) cbrown@cov.com cmiller@cov.com

13.2 Exhibits and Schedules. The exhibits and schedules attached to this Agreement are incorporated by this reference. Terms defined in this Agreement have the same meaning in the exhibits and schedules.

13.3 Subcontracts and Assignment; Successors in Interest. The Firm shall not enter into any subcontracts for any of the Services, or assign or transfer any of its interest in this Agreement, without DOJ's prior written consent. DOJ may, as a condition to giving its prior written consent, require that any subcontract contain such provisions as DOJ deems reasonably appropriate. Consent to any subcontract does not relieve the Firm of any of its duties and obligations under this Agreement. Nor does it relieve the Firm, a SAAG and supervised attorneys of their respective ethical obligations and professional liabilities. The provisions of this Agreement are binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

13.4 Third Parties; Amendments. Only the State and the Firm have enforceable rights and remedies under this Agreement. This Agreement may only be amended by a written agreement signed by DOJ and Firm. DOJ and Firm reserve the power to amend or terminate this Agreement without the consent of the Benefiting Agency, provided however that any amendment to Articles III, IV or Sections 1.1, 13.4 or 13.5 requires the written consent of the Benefiting Agency.

13.5 Funds Available and Authorized. The Benefiting Agency represents to the Firm that it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within its biennial appropriation or limitation. The payment of amounts by the Benefiting Agency under this Agreement attributable to Services performed after the last day of the current biennium is contingent upon the Benefiting Agency receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow the Benefiting Agency, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations or other expenditure authority to the Benefiting Agency, DOJ may terminate this Agreement without penalty or liability to the State.

13.6 Records Maintenance; Access. The Firm shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the Firm shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the Firm's performance hereunder. The Firm shall permit DOJ, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives, to have access to such financial records and other books, documents, papers, plans and writings of the Firm pertinent to this Agreement to enable them to perform examinations and audits, and make excerpts and transcripts. The Firm shall retain and keep all such financial records, books, documents, papers, plans, and writings for a minimum of six (6) years or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

13.7 Choice of Law; Designation of Forum; Federal Forum.

13.7.1 **Choice of Law.** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

13.7.2 **Designation of Forum.** Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

13.7.3 **Federal Forum.** Notwithstanding Section 13.7.2, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

13.8 Force Majeure. Neither the State nor the Firm are responsible for delay or default caused by fire, riot, acts of God, or war, where such cause was beyond the State's or the Firm's respective reasonable control. The Firm shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default, and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

13.9 Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

13.10 Waiver. No provision in this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced. A waiver made on one occasion is

effective only in that instance and only for the purpose that it is given and will not be construed as a waiver on any future occasion.

13.11 Execution and Counterparts. This Agreement may be executed in several counterparts, all of which when taken together constitute one Agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

13.12 Disclosure of Tax ID Number. The Firm must provide the Firm's federal tax ID number. This number is requested pursuant to the requirements of OAR 150-305.100. Numbers disclosed pursuant to this authority will be used for the administration of state, federal and local tax laws.

13.13 Survival. The covenants, warranties, representations, rights, and obligations set forth in Article V, Article VIII, Article IX, Sections 13.6, 13.7, 13.9 and this Section 13.13 survive termination of this Agreement.

13.14 **Merger Clause. THIS AGREEMENT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER IDENTIFIED IN ARTICLE II. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE FIRM, BY ITS SIGNATURE BELOW, HEREBY ACKNOWLEDGES THAT THE FIRM'S AUTHORIZED REPRESENTATIVE HAS READ AND UNDERSTOOD THIS AGREEMENT, AND THAT THE FIRM AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

COVINGTON & BURLING LLP By: _____ Date: _____ Name: _____ Title: _____	**STATE OF OREGON acting by and through the OREGON DEPARTMENT OF JUSTICE** By: _____ Date: 1·30·13 Mary H. Williams Deputy Attorney General
Approved as to Articles III, IV, and Sections 1.1, 13.4 and 13.5 by OREGON HEALTH AUTHORITY By: _____ Date: _____ Name: _____ Title: _____	**Approved as to Legal Sufficiency:** By: _____ Date: 1/24/2013 Stephanie A. Thompson Assistant Attorney General

effective only in that instance and only for the purpose that it is given and will not be construed as a waiver on any future occasion.

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COVINGTON & BURLING LLP By: _____ Date: _____ Name: _____ Title: _____	STATE OF OREGON acting by and through the OREGON DEPARTMENT OF JUSTICE By: _____ Date: _____ Mary H. Williams Deputy Attorney General
Approved as to Articles III, IV, and Sections 1.1, 13.4 and 13.5 by OREGON HEALTH AUTHORITY By: [signature] Date: 1/29/2013 Name: Suzanne Hoffman Title: Chief Operating Officer	Approved as to Legal Sufficiency: By: [signature] Date: 1/24/2013 Stephanie A. Thompson Assistant Attorney General

effective only in that instance and only for the purpose that it is given and will not be construed as a waiver on any future occasion.

13.11 Execution and Counterparts. This Agreement may be executed in several counterparts, all of which when taken together constitute one Agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

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COVINGTON & BURLING LLP By: [signature] Date: 1-25-13 Name: CHARLES A. MILLER Title: SENIOR COUNSEL	**STATE OF OREGON acting by and through the OREGON DEPARTMENT OF JUSTICE** By: _____ Date: _____ Mary H. Williams Deputy Attorney General
Approved as to Articles III, IV, and Sections 1.1, 13.4 and 13.5 by OREGON HEALTH AUTHORITY By: _____ Date: _____ Name: _____ Title: _____	**Approved as to Legal Sufficiency:** By: [signature] Date: 1/24/2013 Stephanie A. Thompson Assistant Attorney General

APPOINTMENT OF SPECIAL ASSISTANT ATTORNEYS GENERAL

The individual attorneys identified in **Exhibit A** of this Agreement, members or associates of the Firm of Covington & Burling LLP, having agreed to accept appointment as Special Assistant Attorneys General, are hereby appointed Special Assistant Attorneys General for the purposes and subject to the terms and conditions of this Agreement.

STATE OF OREGON acting by and through the OREGON DEPARTMENT OF JUSTICE

By: Mary H Williams
Mary H. Williams, Deputy Attorney General

Date: 1·30, 2013

EXHIBIT A
PERSONAL SERVICE AGREEMENT
(SPECIAL ASSISTANT ATTORNEYS GENERAL)

The following attorneys are members or associates of the Firm of Covington & Burling LLP, are members in good standing of the bar of the state or district indicated below and each, by execution, below, have agreed to accept appointment as Special Assistant Attorneys General subject to the terms and conditions of this Agreement.

ATTORNEY'S NAME	STATE/DISTRICT OF BAR ADMISSION	DATE ADMITTED	SIGNATURE*
Caroline M. Brown	District of Columbia New York	1993 1993	
Charles A. Miller	District of Columbia	1960	

***Each attorney must sign this form.**

EXHIBIT B-1

STATE OF OREGON
Department of Justice

OATH of OFFICE

District of Columbia) ss.

I, Charles Miller, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Oregon, and the laws thereof, and that I will faithfully discharge the duties of Special Assistant Attorney General according to the best of my ability, so help me God.

Subscribed and sworn to before me
this 28 day of January, 2015

Notary Public for District of Columbia
My commission expires 2-14-2015

Mary A. Pasternack
Notary Public, District of Columbia
My Commission Expires 2/14/2015

Note: Execute this oath of office before either a notary public or judicial official and return it to the Supervising Attorney for filing with the Secretary of State.

EXHIBIT B-1

STATE OF OREGON
Department of Justice

OATH of OFFICE

District of Columbia) ss.

I, Caroline M Brown, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Oregon, and the laws thereof, and that I will faithfully discharge the duties of Special Assistant Attorney General according to the best of my ability, so help me God.

Subscribed and sworn to before me
this 28 day of January, 2013

Notary Public for District of Columbia
My commission expires 2-14-2015

Mary A. Pastornack
Notary Public, District of Columbia
My Commission Expires 2/14/2015

Note: Execute this oath of office before either a notary public or judicial official and return it to the Supervising Attorney for filing with the Secretary of State.

EXHIBIT C

CERTIFICATE OF FIRM

Name: Covington & Burling LLP	**Address: 1201 Pennsylvania Avenue NW Washington, DC 20004-2401**
Federal Tax ID #: 53-0188411	**State Tax ID #:**

Above payment information must be provided prior to Agreement approval. This information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject SAAG to 31 percent withholding.

On behalf of the Firm, I, the undersigned, certify that: (i) I have authority to sign this Agreement on behalf of the Firm; (ii) no attorney will perform Services under this Agreement unless the attorney is (A) a member of the Firm who has been appointed and has accepted appointment as a Special Assistant Attorney General, or (B) an employee affiliate or subcontractor of the Firm working under the supervision of a member of the Firm who has been appointed and has accepted appointment as a Special Assistant Attorney General; and (iii) each attorney identified in **Exhibit A** has accepted appointment as a Special Assistant Attorney General and is a member in good standing of the bar of the state indicated on **Exhibit A.**

On behalf of the Firm, I further certify under penalty of perjury, that: the undersigned is authorized to act on behalf of the Firm, and that the Firm is, to the best of the Firm's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), 403.200 to 403.250 (Tax for Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber and Forest Land Taxation) and 323 (Cigarettes and Tobacco Products) and the elderly rental assistance program under ORS 310.630 to 310.706 and any local taxes administered by the Department of Revenue under ORS 305.620.

COVINGTON & BURLING LLP

By: _____

Name: CHARLES A. MILLER

Title: SENIOR COUNSEL

Date: January 25, 2013