

~~CONTRACT FOR LEGAL SERVICES~~

This Contract for Legal Services ("Agreement") is made as of the last date entered below by and between Kerry W. Krober, in his capacity as General Counsel for the United States House of Representatives, Office of General Counsel, 219 Cannon House Office Building, Washington, D.C. 20515 ("General Counsel"), and the law firm of BakerHostetler, 1050 Connecticut Avenue, N.W., Suite 1100, Washington, D.C. 20036 ("Contractor"), subject to the approval of the Committee on House Administration ("Committee") of the United States House of Representatives ("House").

Pursuant to the authority conveyed to him by § 3(a) of H. Res. 676, 113th Cong. (July 30, 2014) (enacted), and at the direction of the Speaker of the House, the General Counsel retains the Contractor, on the terms set forth below, to render the following legal services: To represent the House as a party in a single civil action in a United States District Court in order to litigate matters described in H. Res. 676 (the "Litigation"), such Litigation to be conducted at the direction of the General Counsel.

1. The General Counsel shall have the right to terminate this Agreement at any time for any reason or no reason. In such case, payment shall be based upon work performed to the date of termination, subject to the cap set forth in paragraph 3 below.

2. Subject to paragraph 3 below, the General Counsel agrees to pay the Contractor at a blended rate of \$500.00 per hour for all reasonable attorney time expended in connection with the Litigation, and at 75 percent of the Contractor's usual and customary rates for all reasonable non-attorney time expended in connection with the Litigation, and to reimburse the Contractor for all reasonable expenses incurred by the Contractor in connection with the Litigation. The

~~parties agree that meals, travel expenses, and travel time during which no work on the litigation~~  
is conducted, are not "reasonable expenses" for purposes of this Agreement and shall not be billed. To enable the General Counsel and the Committee to carry out their obligations under § 3(b) of H. Res. 676, the Contractor agrees to submit to the General Counsel, on a calendar monthly basis, detailed bills describing all time and expenses incurred in connection with the litigation, and to submit such bills no later than the 12th day of the month following the month in which the time and expenses are incurred. It is further agreed that payment for such contractual services may be paid on a partial basis from time to time and in such amounts as the General Counsel may approve.

3. The Contractor expressly agrees that the total amount the General Counsel is obligated to pay for all contractual services rendered pursuant to this Agreement (including reasonable expenses) shall not exceed the sum of \$950,000.00. The Contractor expressly acknowledges and agrees that this is a firm cap; that this cap will not be raised; and that this cap notwithstanding, the Contractor's obligations under this Agreement shall continue until a final appealable judgment is rendered in a United States District Court, unless the Agreement is earlier terminated.

4. Contractor agrees and warrants that:

- a. It has not employed any person to solicit or obtain this Agreement for any commission, percentage, brokerage, or contingent fee, and that none of its partners/shareholders or employees have solicited this Agreement.
- b. It will hold the Government of the United States harmless from any liability in performance.

~~c. It and all its partners/shareholders and employees will not release to any one or~~  
any entity any information obtained in carrying out its obligations under this Agreement without the prior consent of the General Counsel.

d. It and all its partners/shareholders and employees will not make any statements to, will not grant any interviews to, and will not otherwise confer with, any member of the media or any media organization regarding this Agreement or the Litigation without the prior written consent of the General Counsel.

e. It will not subcontract or assign elsewhere any of the work or services required by this Agreement without the prior written consent of the General Counsel.

f. It will not discriminate in its performance of this Agreement because of race, color, religion, sex, national origin, age, disability, or any other prohibited basis, and it will comply with all applicable employment laws.

g. None of its partners/shareholders or employees will engage in lobbying or advocacy for or against any legislation that (a) would alter or amend in any way the Patient Protection and Affordable Care Act or the Health Care and Education Reconciliation Act of 2010, and (b) is pending before either the House or the United States Senate or any committee of either body during the term of this Agreement.

h. None of its partners/shareholders or employees will engage in lobbying or advocacy for or against any legislation that is pending before the Committee during the term of this Agreement.

i. None of its partners/shareholders or employees who participate in the Litigation pursuant to this Agreement will engage in any lobbying or advocacy for or against any legislation

~~that is pending before the House or any committee thereof during the term of the Agreement.~~

j. The parties agree that this Agreement shall be deemed a "Consultant Contract" for purposes of Rule XXIII.18(b) of the Rules of the House of Representatives, 113th Cong.

5. The parties agree that the Contractor, including all of its partners/shareholders and employees, shall be deemed to be an independent contractor and not a federal employee for purposes of any federal statute applicable to federal employees including, but limited to, the Federal Tort Claims Act, 28 U.S.C. §§ 2671, et seq.

6. The Contractor agrees that David B. Rivkin, Jr., a partner/shareholder in the law firm of BakerHostetler, will be principally responsible for conducting the Litigation on behalf of the Contractor; that other attorneys in the law firm of BakerHostetler may bill for work on the Litigation only with the prior written consent of the General Counsel; and that Mr. Rivkin personally will perform a substantial portion of the services contracted for in this Agreement.

7. The parties agree that the Office of General Counsel may participate in the Litigation for the purpose of, among other reasons, reducing the overall cost of the Litigation, and may do so by performing such tasks as the General Counsel may assign to it from time to time.

8. Contractor agrees that it will retain no outside experts, consultants, or attorneys to assist it in the conduct of the Litigation without the prior written consent of the General Counsel.

9. This Agreement shall terminate when a final appealable judgment is rendered in a United States District Court in connection with the Litigation or at 12:00 noon on January 3, 2015, whichever occurs first, unless this Agreement shall have been earlier terminated.

10. Other than as expressly provided herein, no Member of or Delegate or Resident Commissioner to the House, and no employee of the House, shall be admitted to any share or

~~part of this Agreement or to any benefit that may arise therefrom.~~

General Counsel  
United States House of Representatives



Kerry W. Kiroher

Date: August 22, 2014

BakerHostetler



David B. Rivkin, Jr., Partner/Shareholder

Date: August 21, 2014

APPROVED

Committee on House Administration  
United States House of Representatives



Candice S. Miller, Chairman

Date: August 25, 2014