



COMMONWEALTH of VIRGINIA
Office of the Attorney General

Jason Miyares
Attorney General

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Richmond, Virginia 23219
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7-1-1

May 23, 2024

Via Legal Tracker

Katherine M. Turner, Esq.
Williams & Connolly LLP
680 Maine Avenue, S.W.
Washington, D.C. 20024
kturner@wc.com

RE: Appointment as Special Counsel to the Board of Visitors and the Audit, Compliance, and Risk Committee of the Board of Visitors of the University of Virginia SCA 2024-N24 UVA

Dear Ms. Turner:

On behalf of Virginia Attorney General Jason Miyares, it is my pleasure to appoint Williams & Connolly LLP (the "Firm") to serve as special counsel to the Board of Visitors and the Audit, Compliance, and Risk Committee of the Board of Visitors of the University of Virginia (collectively, the "BOV") in connection with issues regarding the UVA Health System.

This appointment will commence as of the date your acceptance is received by the Office of the Attorney General ("OAG" or "Office") and will continue through its completion, subject to the right of the Office to terminate the appointment at any time, with or without cause. This Office reserves the right to assign or appoint other counsel on an as-needed basis. Absolutely no additional work pursuant to this appointment shall be assigned to or performed by your firm prior to the Office's receipt of your signed acceptance via Legal Tracker. Please note that any work assigned to your firm prior to this Office's receipt of your signed acceptance will not be authorized and shall not be paid.

Except as set forth in this letter or specifically agreed to in writing by the Office of General Counsel ("OGC"), the Outside Counsel Directives annexed hereto will govern your firm's representation for the duration of this appointment. Pursuant to your request, the following modifications to the Outside Counsel Directives shall apply for the duration of this appointment:

IV.C. – "Continuing Obligations" – The Firm shall have no obligation under this section once the

representation under this Special Counsel Appointment ends.

IV.D – “Waivers” – In recognition of the unique nature of this engagement, the following language is substituted into part IV.D:

Representations of other clients in matters not substantially related to this one. OAG, on behalf of the Agency, consents during this attorney-client relationship to the Firm’s representation of other current and future Firm clients in matters in which those clients’ legal, financial, business, or other interests are directly or indirectly adverse to the Agency’s, as long as the matter in which the Firm represents them is not the same matter in which the Firm represents the Agency or substantially related to it; provided, however, that the Firm will not file a claim against the Agency during our attorney-client relationship unless it is a counterclaim, cross-claim, third-party claim, or sanctions claim; or a claim against a group of ten or more defendants of which the Agency is one. For example, but without limitation, in matters not substantially related to this matter, the Firm will be permitted to defend another client against a claim that the Agency brings against it, and the Firm will be permitted to pursue counterclaims, cross-claims, or third-party claims against the Agency; to pursue or defend against sanctions requests; to provide advice adverse to the Agency’s interests; and to take other actions directly adverse to the Agency’s interests.

Additionally, the following supplements apply to the Outside Counsel Directives for the duration of this appointment:

1. Disclosure of fact of attorney-client relationship. To facilitate the Firm’s compliance with the Rules of Professional Conduct, including to implement conflict of interests checks for new clients, matters, partners, or employees, the Firm may need to consult with, or to secure a waiver from, its other clients or prospective clients. The Firm will be allowed to disclose to each such client and prospective client, partner, or employee the fact that it has or has had an attorney-client relationship with the Agency.
2. Privileged communications with the Firm’s in-house counsel. To facilitate the Firm’s compliance with the Rules of Professional Conduct and to address its provision of legal services, the Firm’s lawyers sometimes consult with its Ethics Committee or other in-house or outside counsel. The Agency consents to any such consultation and to the Firm’s continued representation of the Agency even if the consultation might be considered directly adverse to the Agency’s interests, and any such consultation will be deemed privileged and confidential information of the Firms and will not be disclosed to the Agency.

I. SCOPE OF SERVICES

You and your firm are appointed as special counsel to the Board of Visitors and the Audit, Compliance, and Risk Committee of the Board of Visitors of the University of Virginia (collectively, the “BOV”) in connection with issues regarding the UVA Health System.

II. BILLING

You will bill for legal services monthly, unless otherwise directed by the Office of the Attorney General. You have agreed to the hourly billing that is outlined in the table below:

Timekeeper	Position	Discounted Hourly Rate
Emmet Flood	Partner	\$1,485
Katherine Turner	Partner	\$1,395

Please be advised that the persons listed above are the only attorneys or other timekeepers approved to bill under this appointment. No timekeeper may be added, changed, or substituted under this appointment except by advance express, written consent of the OAG. Timekeeper requests must be made timely and in accordance with the Outside Counsel Directives. Personnel changes that result in losses or additions to the timekeeper list shall be communicated to the Office as soon as practicable. For additional policies regarding appropriate and proper billing practices, please consult the Outside Counsel Directives incorporated here by reference and annexed to this engagement packet.

A budget for this matter shall be submitted in Legal Tracker with updates and adjustments as appropriate to ensure that costs associated with this engagement are effectively managed. Status reports may be required by the OAG on a periodic basis to memorialize significant or substantial events that affect the fees, expenses, duration or outcome of the matter.

Detailed statements should be provided that will permit thorough monitoring of legal services. The billing statement for each matter must contain a detailed description of the work performed on a daily basis, identifying all personnel involved (name, position, and hourly rate), the amount of time expended on each service, and the authorized charges associated with the work performed.

Your billing statement should be uploaded in LEDES format to the appropriate matter to Legal Tracker for review and approval. For more information and instructions to upload the LEDES invoices, please review the Outside Counsel Directives annexed to this engagement. Invoices are subject to tiered review based on dollar amount and approvals are forwarded electronically to the agency for payment. Payment of statements will be the sole responsibility of the agency and shall not be an obligation of this Office or its staff. Payment will not be authorized for work that fails to comply with the terms and conditions stated herein, that is excessive or disproportionate in time or task, or that is contrary to any policy, term, or condition as may be specified by the Attorney General now or in the future. Please ensure your firm and personnel's familiarity with all guidelines (Outside Counsel Directives, policy, expenses, and travel) applicable to this appointment and as provided on the OAG website at www.oag.state.va.us (click on "About the Office" and go to the "Special Counsel" link).

A. Disbursements and Costs

No separate charge may be made for clerical time for completion of documents or other clerical tasks, such as scheduling, transmitting or loading electronic documents into repositories. Regarding expenses, there will be no charge for routine facsimile transmissions, photocopies,

postage, shipping, couriers, long-distance phone charges, legal research, or other incidental office expenses. Such expenses are included in your rate for professional services. You will be reimbursed only for your direct and actual costs for other customary out-of-pocket expenses without markup, subject to acceptable documentation, including expert witness fees, court fees, filing fees, and other extraordinary expenses. All expenses claimed for reimbursement must be supported by well-organized back-up documentation, such as outside vendor invoices or statements. Billing statements should include an itemization of all costs and include copies of invoices for travel and other authorized out-of-pocket expenses (if applicable). For more information regarding proper disbursements and cost submissions, please consult the Outside Counsel Directives annexed to this engagement.

B. Travel and Travel-Related Expenses

Should travel be necessary, only travel time and expenses for travel in excess of 50 (fifty) miles may be billed. Time during travel will be billed at fifty percent (50%) of the timekeeper's authorized hourly rate and must be noted separately as an expense line item on the invoice under expense line items as "travel time." Travel expenses will be calculated and billed pursuant to the current state travel guidelines and at the authorized state rates, and will be reimbursed if itemized with receipts or appropriate documentation, in accordance with the Outside Counsel Directives, as annexed to this engagement. Please check the state rates periodically, as they follow federal guidelines and are adjusted yearly. Appropriate documentation for travel must include the route of travel through an online navigational tool (e.g., Waze, Yahoo Maps, Google Maps, and MapQuest). The state rates for hotel and *per diem* vary by location. Only one timekeeper may bill for time spent by multiple timekeepers at conferences, meetings, court appearances, and the like, unless authorized in advance by this Office. Please check with the OAG monitoring attorney for approval before engaging in any travel under this appointment.

C. Experts, Consultants, and Legal Service Vendors

Expert witnesses, consultants, or legal service vendors shall not be engaged under this appointment without prior express written authorization from the OAG monitoring attorney. Unless otherwise agreed upon, such engagements shall be independently procured and separately designated on outside counsel invoices as expenses/disbursements and will not be permitted to directly bill the using agency. Please consult the Outside Counsel Directives for further information.

III. CONFLICTS OF INTEREST AND PROFESSIONAL DUE CARE

The State and Local Government Conflict of Interests Act (Va. Code § 2.2-3100 *et seq.*) and the General Assembly Conflict of Interests Act (Va. Code § 30-100 *et seq.*) apply to this representation. With this in mind, please canvass your firm for anyone who is an "employee," "officer," or "legislator" as defined in those Acts. This includes anyone appointed, even in an unpaid capacity, to a board or commission. Please contact me by letter if anyone in your firm meets these criteria.

As outside counsel, you agree to abide by a reasonable standard of professional due care in the fulfillment of all duties under this appointment. You will maintain good standing with your

respective state bar(s) for the duration of this appointment. Should the professional status of any of the attorneys listed as timekeepers change or the ability of any of the timekeepers to perform the duties necessary to effect representation be compromised, the OAG shall be notified immediately.

IV. CONFIDENTIALITY

It is understood that all work product prepared hereunder shall constitute confidential work product of the Office of the Attorney General and shall not be publicly disseminated or otherwise released without the specific, written approval of the OAG. As work product of the Office of the Attorney General, files of all matters undertaken pursuant to this appointment are subject to the ownership and control of the Office of the Attorney General and shall be surrendered without delay upon request by the Attorney General. Access to such files shall only be granted to assigned and approved timekeepers within your firm. Further, such files may not be destroyed or disposed of without written express approval of the Office of the Attorney General, as they are governed by the Public Records Act, Va. Code § 42.1-76 *et seq.*

If third parties are engaged to handle specific tasks related to this appointment, you represent that the presence of a third party does not abrogate any obligation you have under this agreement and that you are solely responsible for any acts or omissions of any such third parties.

V. MEDIA

The OAG does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the Commonwealth's legal matters. No member, employee, or agent of your firm is permitted to comment publicly about the legal services that are the subject of this engagement, the client agency or agencies for whom services are rendered, and any of the employees or officials thereof without express authorization from this Office.

Any and all media inquiries regarding your appointment and the actual services performed pursuant to this engagement must be directed to the OAG Press Secretary, Chloe Smith, at the Office of the Attorney General at (804) 371-2086 or chsmith@oag.state.va.us. All media responses shall be coordinated with the Office prior to publication. This includes "no comment" or other non-substantive responses.

VI. APPLICABLE LAW AND INTEGRATION

This appointment and any dispute arising out of this appointment shall be governed by Virginia law. This appointment, along with any exhibits, directives, addenda, schedules, and amendments referenced herein or affixed hereto, shall comprise the entire agreement of the parties and will supersede all previous understandings and agreements between the parties, whether oral or written. Any ambiguity in the terms of this appointment and all its accompanying documents shall not be construed against the Commonwealth. In the event that there is a conflict between the terms of the solicitation for proposals and the terms of this appointment, the terms of this appointment shall control.

Katherine M. Turner, Esq.
Williams & Connolly LLP
SCA 2024-N24 UVA
May 23, 2024
Page 6

Receipt of payment for legal services pursuant to this engagement constitutes an unequivocal acceptance of these terms and conditions.

If this letter is in accordance with your firm's understanding of the terms of this engagement, *please sign, scan, and upload the signature/acceptance page to the appropriate matter in Legal Tracker as described in the Outside Counsel Directives.*

I welcome you to the group of distinguished and highly competent attorneys representing the interests of the Commonwealth. Thank you for your service on behalf of the Commonwealth.

Sincerely,

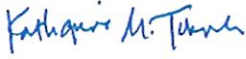
Christina Snow

Christina Snow
Legal Billing Specialist

Katherine M. Turner, Esq.
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SCA 2024-N24 UVA
May 23, 2024
Page 7

PLEASE SIGN, SCAN, AND UPLOAD THIS PAGE TO THE APPROPRIATE MATTER
IN LEGAL TRACKER

FIRM NAME

BY: 
KATHERINE M. TURNER

DATE: 05/23/24

cc: Steven G. Popps
Deputy Assistant Attorney General
Office of the Attorney General
202 North Ninth Street
Richmond, Virginia 23219

Jacqueline C. Hedblom
Senior Assistant Attorney General/Section Chief
Office of the Attorney General
202 North Ninth Street
Richmond, Virginia 23219