August 13, 2014

Sharona Coutts
RH Reality Check
10125 Colesville Road, Unit 176
Silver Spring, MD 20901

Re: Public Records Act Request, Received July 16, 2014

Dear Ms. Coutts:

On July 16, 2014, the Alaska Department of Law (Department) received your request for contracts—entered into since January 1, 2010—between the Department and the following persons:

- Joel Brind
- Byron Calhoun
- Priscilla K. Coleman
- Vincent M. Rue
- Susan Rutherford
- John Thorp
- Rue & Stanford-Rue P.A.
- George Zallie
- Dr. Sherrie Richey
- Teresa Collett

You also request certain information about payments—since January 1, 2010—to the following persons:

- James Anderson, M.D.
- Jane E. Anderson
- Teresa S. Collett
- David Elkind, Ph.D.
- Charles R. Figley
- Earl W. Stradtman, M.D.
- John Tappel, M.D.
- John W. Thorp, M.D.
A. **Contracts**

A search of the Department’s records identified contracts for the following persons:

- James Anderson, M.D.
- Jane E. Anderson
- Byron Calhoun
- Teresa S. Collett
- David Elkind, Ph.D.
- Charles R. Figley
- Earl W. Stradtman, M.D.
- John Tappel, M.D
- John M. Thorp, Jr., M.D.

We searched only Department records because at least since 2010 no Department contractors subcontracted with any of the subject persons.

B. **Information**

The Department is not required to provide information. The records that the Department would use to identify the information that you requested are enclosed.

C. **Denial**

Under 2 AAC 96.335(a), a request is denied if records are not identified or if records are wholly or partially withheld under AS 40.25.120(a). Accordingly, your request is denied to the extent that the Department did not identify requested contracts and redacted information in requested contracts. You may administratively appeal this denial by complying with 2 AAC 96.340. An administrative appeal requires no appeal bond. Also, you may seek immediate judicial review by seeking an injunction from the superior court under AS 40.25.125. Not seeking an injunction will not adversely affect your rights before the Department, including in administratively appealing this denial. I have been delegated the authority to deny Alaska Public Records Act requests. 2 AAC 96.335 – 2 AAC 96.350 are enclosed.

If you have any questions, please contact me at 907-269-5263 or alan.birnbaum@alaska.gov.
Sincerely,

MICHAEL C. GERAGHTY
ATTORNEY GENERAL

By:  Alan J. Birnbaum
     Chief Assistant Attorney General

AJB/cem
Enclosures
Alaska Regulations 2 AAC 96.335 – 2 AAC 96.350

AAC 96.335. Denial of request.

(a) A request for a public record that complies with this chapter may be denied only if

(1) the record is not known to exist after the public agency makes a diligent search for it;

(2) the record is not in the public agency’s possession, and after a diligent search the public agency does not know where the record is to be found;

(3) the record has been destroyed in accordance with an applicable record-retention schedule;

(4) nondisclosure of the record is authorized by a federal law or regulation, or by state law; or

(5) the record is believed to be in the agency’s possession but has not yet been located, in which case the public agency shall proceed under (f) of this section.

(b) A request may be denied by the public agency head or by an agency employee to whom denial authority has been delegated by the public agency head.

(c) An initial denial of a written request must be in writing; must state the reasons for the denial, including any specific legal grounds for the denial; and must be dated and signed by the person issuing the denial. If a request is denied by a public agency employee to whom denial authority has been delegated, the notice of denial must reflect this delegation. A copy of 2 AAC 96.335 - 2 AAC 96.350 must be enclosed with the denial.

(d) A denial of a written request, in whole or in part, must state that

(1) the requestor may administratively appeal the denial by complying with the procedures in 2 AAC 96.340;

(2) the requestor may obtain immediate judicial review of the denial by seeking an injunction from the superior court under AS 40.25.125;

(3) an election not to pursue injunctive remedies in superior court shall have no adverse effects on the rights of the requestor before the public agency; and

(4) an administrative appeal from a denial of a request for public records requires no appeal bond.

(e) A denial of a written request is considered to be issued at the time the denial is either delivered to the United States Postal Service for mailing, or hand-delivered to the requestor by an employee or agent of the public agency.

(f) If a written request is denied because a record has not yet been located and the record is believed to exist in the
July 13, 2011

James Anderson, M.D.
2911 Fincastle Court
Midlothian, Virginia 23113


Dear Dr. Anderson,

I am writing to formally request your services as an expert witness in the Planned Parenthood of the Great Northwest et al v. State of Alaska litigation, which is scheduled for trial from January 9, 2012, to January 27, 2012. I have enclosed a memorandum of agreement for expert witness services in connection with this case. If the agreement is acceptable, please sign it, scan it (at a resolution of 600dpi or higher, if possible), and return a PDF copy of the signed document to me at john.treptow@alaska.gov. Once the agreement is signed by me and the Deputy Attorney General, I will send you a PDF copy for your records.

Please feel free to call me at 269-5100 if you have any questions about the terms of the agreement. I look forward to working with you.

Sincerely,

JOHN J. BURNS
ATTORNEY GENERAL

[Signature]
John A. Treptow
Senior Assistant Attorney General
Contract for Professional Services

The State of Alaska, Department of Law ("Client" or "State") and Dr. James Anderson, M.D. ("Contractor") hereby agree to provide professional services to the Client in connection with the case of Planned Parenthood of the Great Northwest, et al. v. State of Alaska, No. 3AN-10-12279 CI.

NOW THEREFORE, in light of the parties’ mutual obligations and other consideration, they further agree as follows:

1. **Scope of Services**: Subject to Client’s authorization of agreed tasks, Contractor shall, if Client deems necessary, provide the following services: (1) Contractor shall provide Client with Contractor’s expert report by August 1, 2011; (2) Contractor agrees to be deposed between August 15, 2011 and November 14, 2011, on a mutually convenient date yet to be determined; (3) Contractor shall testify as an expert witness at trial, presently scheduled from January 9, 2012, to January 27, 2012, in Anchorage, Alaska. Client and Contractor will consult periodically as circumstances warrant and identify any other necessary project tasks to be performed, subject to Client’s authorization. Contractor is responsible for providing Client with timely project updates.

2. **Ownership of Contract Deliverables, Supporting Materials, etc.**: Client, through the Project Director or persons authorized by him, will provide Contractor with information, notes, photographs, and other relevant documents to assist Contractor in performing the Contract. Documents and work product provided by: (a) Client to Contractor and (b) Contractor to Client in connection with the Contract belongs to Client. As such, Contractor shall not use or release such materials for any reason without the prior, express written consent of the Project Director.

3. **Contractor Compensation**: Client will pay Contractor a daily rate of $3,500 for authorized deposition or trial testimony in this matter and an hourly rate of $300 for all other authorized work performed in this matter. Client will reimburse Contractor for reasonable and necessary expenses incurred in performing the Contract, including travel expenses.

4. **Payment**: Contractor will send invoices to the Project Director at john.treptow@alaska.gov. Client will make every effort to effect payment within 30 days of receipt of invoice. To assist in contract management, Contractor will reference the contract number _____ on all invoices.

5. **Independent Contractor**: No employer-employee relationship exists between the parties. Contractor is and shall remain an independent contractor with respect to all services performed in connection with the Contract.

6. **Assignment**: Contractor may not assign any part of the Contract without the Project Director’s prior written authorization.

7. **Entire Agreement**: This Contract constitutes the entire agreement between the parties. No other understandings or agreements exist between the parties, oral or written, regarding the matters addressed in the Contract.

8. **Dispute Resolution**
# Planned Parenthood v SOA

**JAN 19 2012**

**DEPT. OF LAW**

**STATE OF ALASKA, SERVICES**

**AMENDMENT TO PROFESSIONAL SERVICES CONTRACT**

This agreement is between the State of Alaska, hereafter the State, and Dr. James Anderson, M.D., hereafter the Contractor.

### Mailing Address:
2911 Fincastle Court, Midlothian, Virginia 23113

**EMAIL:** james.anderson-md@gmail.com

### 1. Agency Contact Number
12-206-677

### 2. ASPS Number
03209861

### 3. Optional Renewal? Yes __ No __
Options remaining __

### 4. Financial Coding

### 5. Agency Assigned Encumbrance Number
320035-1

### 6. Amendment No.
1

### 9. Original Period of Performance
- **FROM:** July 15, 2011
- **TO:** end of trial (currently slated to begin 2/13/2012)

### 11. Previous Amount of Contract to Date: $15,000

### 12. Amount of This Amendment: $5,000

### 13. This amended contract shall not exceed $20,000

"In accordance with the provisions of the above referenced contract, the parties to that contract agree that the services to be performed by the contractor under the contract are amended as follows:

All other terms and conditions of the original agreement remain in effect.

In full consideration of the contractor's performance under and including this amendment, the State shall pay the contractor a total not to exceed $20,000.

IN WITNESS WHEREOF the parties hereto have executed this amendment.

NOTICE: This amendment has no effect until signed by the head of the contracting agency, procurement officer or designee.

### 15. CONTRACTOR

**Name of Firm:**
James Anderson

**Signature of Authorized Representative:**
[Signature]

**Typed or Printed Name of Authorized Representative:**
James Anderson

**Title:**
Owner

**SSN:**
AS 45,484,400

### 17. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that knowing make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the value, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.615 - .620. Other disciplinary action may be taken up to and including dismissal.

### 16. CONTRACTING AGENCY

**Department/Division:**
LAW-CIVIL

**Signature of Project Director:**
[Signature]

**Typed or Printed Name of Project Director:**
John A. Trentow

**Title:**
Senior Assistant Attorney General

**Signature of Head Contracting Agency or Designee:**
[Signature]

**Typed or Printed Name of Authorizing Official:**
[Signature]

**Title:**
Deputy Attorney General

**Awarded in Accordance with AS 36.30.860 (b) (2) Amended in Accordance with 2 AAC 12.485**
Mr. John Treptow  
Senior Assistant Attorney General  
Office of the Alaska Attorney General  
Department of Law  
Anchorage, AK

Contract Number: 12-206-577

**STATEMENT OF PROFESSIONAL SERVICES RENDERED**

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<td>8-7-11</td>
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19 hours @ $300/hr. = $5,700
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**CONTRACT PAYMENTS**

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**Current Year Expenditures**

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Unexpended Enc Balances: 341.00

RSA Authorization
July 25, 2011

Jane Anderson, M.D.,
UCSF Mount Zion Medical Center
2330 Post Street, Suite 320
San Francisco, CA 94115


Dear Dr. Anderson,

I am writing to formally request your services as an expert witness in the Planned Parenthood of the Great Northwest et al v. State of Alaska litigation, which is scheduled for trial from January 9, 2012, to January 27, 2012. I have enclosed a memorandum of agreement for expert witness services in connection with this case. If the agreement is acceptable, please sign it, scan it (at a resolution of 600dpi or higher, if possible), and return a PDF copy of the signed document to me at john.treptow@alaska.gov. Once the agreement is signed by me and the Deputy Attorney General, I will send you a PDF copy for your records.

Please feel free to call me at 269-5100 if you have any questions about the terms of the agreement. I look forward to working with you.

Sincerely,

JOHN J. BURNS
ATTORNEY GENERAL

By /s/ John A. Treptow
John A. Treptow
Senior Assistant Attorney General
Contract for Professional Services

The State of Alaska, Department of Law ("Client" or "State") and Dr. Jane E. Anderson, M.D. ("Contractor") hereby agree to provide professional services to the Client in connection with the case of Planned Parenthood of the Great Northwest, et al. v. State of Alaska, No. 3AN-10-12279 CI.

NOW THEREFORE, in light of the parties’ mutual obligations and other consideration, they further agree as follows:

1. Scope of Services: Subject to Client’s authorization of agreed tasks, Contractor shall, if Client deems necessary, provide the following services: (1) Contractor shall provide Client with Contractor’s expert report by August 15, 2011; (2) Contractor agrees to be deposed between August 15, 2011 and November 14, 2011, on a mutually convenient date yet to be determined; (3) Contractor shall testify as an expert witness at trial, presently scheduled from January 9, 2012, to January 27, 2012, in Anchorage, Alaska. Client and Contractor will consult periodically as circumstances warrant and identify any other necessary project tasks to be performed, subject to Client’s authorization. Contractor is responsible for providing Client with timely project updates.

2. Ownership of Contract Deliverables, Supporting Materials, etc.: Client, through the Project Director or persons authorized by him, will provide Contractor with information, notes, photographs, and other relevant documents to assist Contractor in performing the Contract. Documents and work product provided by: (a) Client to Contractor and (b) Contractor to Client in connection with the Contract belongs to Client. As such, Contractor shall not use or release such materials for any reason without the prior, express written consent of the Project Director.

3. Contractor Compensation: Contractor will receive no compensation for services, except that client will reimburse Contractor for reasonable and necessary expenses incurred in performing the Contract, including travel expenses.

4. Payment: Contractor will send invoices to the Project Director at john.treptow@alaska.gov. Client will make every effort to effect payment within 30 days of receipt of invoice. To assist in contract management, Contractor will reference the contract number _____ on all invoices.

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6. Assignment: Contractor may not assign any part of the Contract without the Project Director’s prior written authorization.

7. Entire Agreement: This Contract constitutes the entire agreement between the parties. No other understandings or agreements exist between the parties, oral or written, regarding the matters addressed in the Contract.

8. Dispute Resolution
October 10, 2011

Mr. John A. Treptow  
Senior Assistant Attorney General  
Environmental Section  
State of Alaska Department of Law  
1031 W. 4th, Suite 200  
Anchorage, Alaska 99501


STATEMENT OF PROFESSIONAL SERVICES RENDERED

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<tr>
<th>Date</th>
<th>Services</th>
<th>Hours</th>
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<td>9-1-11</td>
<td>Completion of expert report</td>
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<td>9/29/11</td>
<td>Review of Dr. Santelli’s Expert Report &amp; related articles</td>
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<td>11/11/11</td>
<td>Deposition</td>
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<td>2/25/12</td>
<td>Testimony at trial</td>
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</tbody>
</table>

Flat Fee: $5,000

TOTAL DUE: $5,000
July 13, 2011

Byron Calhoun, M.D.
1570 Summit Drive
Charleston, West Virginia 25302


Dear Dr. Calhoun,

I am writing to formally request your services as an expert witness in the Planned Parenthood of the Great Northwest et al v. State of Alaska litigation, which is scheduled for trial from January 9, 2012, to January 27, 2012. I have enclosed a memorandum of agreement for expert witness services in connection with this case. If the agreement is acceptable, please sign it, scan it (at a resolution of 600dpi or higher, if possible), and return a PDF copy of the signed document to me at john.treptow@alaska.gov. Once the agreement is signed by me and the Deputy Attorney General, I will send you a PDF copy for your records.

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ATTORNEY GENERAL

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Senior Assistant Attorney General
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8. **Dispute Resolution**
Byron C. Calhoun, M.D., FACOG  
1570 Summit Drive  
Charleston, WV 25302

Via Electronic Mail

Mr. John A. Treptow  
Senior Assistant Attorney General  
Environmental Section  
State of Alaska Department of Law  
1031 W. 4th, Suite 200  
Anchorage, Alaska 99501

Contract Number: 18-206-580

Statement of Professional Services Rendered

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<th>Date</th>
<th>Hours</th>
<th>Services Rendered</th>
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<td>Finalization of expert report</td>
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Total hours: 3.5

3.5 hrs @ $350 = $1,225

Total Due: $1,225

PLEASE MAKE CHECK PAYABLE TO: “Soli Deo Gloria MFM LLC”
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<th>PROCESS DATE</th>
<th>TRANSACTION DESCRIPTION</th>
<th>CONTRACT AUTHORITY (Cumulative)</th>
<th>ENC 320048-1</th>
<th>ENC xxxxxxxx-x</th>
<th>AVAILABLE UNENCUMBERED CONTRACT AUTHORITY</th>
<th>TOTAL PAYMENTS</th>
<th>CONTRACT AUTHORITY</th>
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<td>PRIOR YEAR ENCUMBRANCES</td>
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<td>10,625.00</td>
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**CUMULATIVE TOTALS**

| ENC 320048-1 | ENC xxxxxxxx-x | 15,000.00 | 0.00 | 15,000.00 |

**PRIOR YEAR EXPENDITURES**

| TOTAL PRIOR YEAR EXPENDITURES | 0.00 | 0.00 | 0.00 | 15,000.00 |

| 10/27/11 | AUG-SEP 2011 IND 10/27/2011 | 2458616-52 | 3,150.00 | 3,150.00 | 11,850.00 |
| 11/17/11 | SEP 2011 IND 11/17/2011 | 2498658-39 | 4,225.00 | 4,225.00 | 10,625.00 |
|          | CURRENT YEAR EXPENDITURES | 4,375.00 | 0.00 | 4,375.00 | 10,625.00 |

**CUMULATIVE TOTALS**

| ENC 320048-1 | ENC xxxxxxxx-x | 4,375.00 | 0.00 | 4,375.00 | 10,625.00 |

**Unexpended Enc Balances**

0.00 | 0.00 |
July 15, 2011

Teresa Collett, J.D.
University of St. Thomas School of Law
MSL 400, LaSalle Avenue
Minneapolis, MN 55403-2015


Dear Ms. Collett,

I am writing to formally request your services as an expert witness in the Planned Parenthood of the Great Northwest et al v. State of Alaska litigation, which is scheduled for trial from January 9, 2012, to January 27, 2012. I have enclosed a memorandum of agreement for expert witness services in connection with this case. If the agreement is acceptable, please sign it, scan it (at a resolution of 600dpi or higher, if possible), and return a PDF copy of the signed document to me at john.treptow@alaska.gov. Once the agreement is signed by me and the Deputy Attorney General, I will send you a PDF copy for your records.

Please feel free to call me at 269-5100 if you have any questions about the terms of the agreement. I look forward to working with you.

Sincerely,

JOHN J. BURNS
ATTORNEY GENERAL

By

John A. Treptow
Senior Assistant Attorney General
Contract for Professional Services

The State of Alaska, Department of Law ("Client" or "State") and Professor Teresa S. Collett ("Contractor") hereby agree to provide professional services to the Client in connection with the case of Planned Parenthood of the Great Northwest, et al. v. State of Alaska, No. 3AN-10-12279 CI.

NOW THEREFORE, in light of the parties' mutual obligations and other consideration, they further agree as follows:

1. **Scope of Services:** Subject to Client's authorization of agreed tasks, Contractor shall, if Client deems necessary, provide the following services: (1) Contractor shall provide Client with Contractor's expert report by August 1, 2011; (2) Contractor agrees to be deposed between August 15, 2011 and November 14, 2011, on a mutually convenient date yet to be determined; (3) Contractor shall testify as an expert witness at trial, presently scheduled for March 2012 in Anchorage, Alaska. Client and Contractor will consult periodically as circumstances warrant and identify any other necessary project tasks to be performed, subject to Client's authorization. Contractor is responsible for providing Client with timely project updates.

2. **Ownership of Contract Deliverables, Supporting Materials, etc.:** Client, through the Project Director or persons authorized by him, will provide Contractor with information, notes, photographs, and other relevant documents to assist Contractor in performing the Contract. Documents and work product provided by: (a) Client to Contractor and (b) Contractor to Client in connection with the Contract belongs to Client. As such, Contractor shall not use or release such materials for any reason without the prior, express written consent of the Project Director.

3. **Contractor Compensation:** Client will pay Contractor an hourly rate of $250 for all authorized work performed in this matter. Client will reimburse Contractor for reasonable and necessary expenses incurred in performing the Contract, including travel expenses.

4. **Payment:** Contractor will send invoices to the Project Director at john.treptow@alaska.gov. Client will make every effort to effect payment within 30 days of receipt of invoice. To assist in contract management, Contractor will reference the contract number 12-206-610 on all invoices.

5. **Independent Contractor:** No employer-employee relationship exists between the parties. Contractor is and shall remain an independent contractor with respect to all services performed in connection with the Contract.

6. **Assignment:** Contractor may not assign any part of the Contract without the Project Director's prior written authorization.

7. **Entire Agreement:** This Contract constitutes the entire agreement between the parties. No other understandings or agreements exist between the parties, oral or written, regarding the matters addressed in the Contract.

8. **Dispute Resolution**
This agreement is between the State of Alaska, hereafter the State, and Professor Teresa S. Collett, hereafter the Contractor.

Mailing Address: 1824 Stanford Avenue, Saint Paul, MN 55105

9. Original period of performance
   FROM: July 15, 2011   TO: end of trial   n/a

11. Previous amount of contract to date: $16,000

12. Amount of this amendment: $10,000

13. This amended contract shall not exceed $26,000.

In accordance with the provisions of the above referenced contract, the parties to that contract agree that the services to be performed by the contractor under the contract are amended as follows:

All other terms and conditions of the original agreement remain in effect.

In full consideration of the contractor's performance under and including this amendment, the State shall pay the contractor a total not to exceed $26,000.

IN WITNESS WHEREOF the parties hereto have executed this amendment.

NOTICE! This amendment has no effect until signed by the head of the contracting agency, procurement officer or designee.

15. CONTRACTOR
   Name of Firm: Teresa S. Collett
   Signature of Authorized Representative: Teresa S. Collett 1/16/2013
   Typed or Printed Name of Authorized Representative: Teresa S. Collett
   Title: Owner
   SSN: AS-45-48400

16. CONTRACTING AGENCY
   Department/Division:  
   Law/Civil:  
   Signature of Project Director: John A. Treptow 1/16/2013
   Typed or Printed Name of Project Director: John A. Treptow
   Title: Senior Assistant Attorney General

   Signature of Head Contracting Agency or Designee:  1/16/13
   Typed or Printed Name of Authorizing Official: James Cantor
   Title: Deputy Attorney General

   Authorized under AS 36.30.850 (b) (2)
   Amended in accordance with 2 AAC 14.485
Billing Summary

Previous balance $10,857.50
Payments & adjustments 10,857.50 CR
Current fees & expenses 9,077.50

Total now due $9,077.50

Thank you for paying this bill within 30 days of receipt.
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<tr>
<th>TRANSACTION DESCRIPTION</th>
<th>CONTRACT AUTHORITY (Cumulative)</th>
<th>ENC #320089-1</th>
<th>ENC XXXXXXX</th>
<th>CO-LEG-AC</th>
<th>AVAILABLE UNENCUMBERED CONTRACT AUTHORITY</th>
<th>TOTAL PAYMENTS</th>
<th>CONTRACT AUTHORITY</th>
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<tr>
<td>Prior Year Encumbrances</td>
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**CONTRACT PAYMENTS**

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<td>5,065.00</td>
<td>10,035.00</td>
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Unexpended Enc Balances: 0.00, 0.00
July 13, 2011

David Elkind, Ph.D.
7 Lloyd Lane
East Sandwich, Massachusetts 02537

Dear Dr. Elkind,

I am writing to formally request your services as an expert witness in the Planned Parenthood of the Great Northwest et al v. State of Alaska litigation, which is scheduled for trial from January 9, 2012, to January 27, 2012. I have enclosed a memorandum of agreement for expert witness services in connection with this case. If the agreement is acceptable, please sign it, scan it (at a resolution of 600dpi or higher, if possible), and return a PDF copy of the signed document to me at john.treptow@alaska.gov. Once the agreement is signed by me and the Deputy Attorney General, I will send you a PDF copy for your records.

Please feel free to call me at 269-5100 if you have any questions about the terms of the agreement. I look forward to working with you.

Sincerely,

JOHN J. BURNS
ATTORNEY GENERAL

By /s/ John A. Treptow
Senior Assistant Attorney General
**Expert Witness Memorandum of Agreement**

1. **Agency Contract Number:** 18-206-581
2. **ASPS Number:**
3. **Financial Coding:** 03206001
4. **Agency Assigned Encumbrance**

5. **Vendor Number:** Project/CASE Number: AN20100109431
6. **Alaska Business License Number:**

---

**This contract is between the State of Alaska.**

**7. Department of:**
- **Law**
- **Division:**
- **Civil**

8. **Contractor:**
   - David Elkind, Ph.D.
   - david.elkind@tufts.edu
   - 617-627-5355

   **Mailing Address:**
   - 7 Lloyd Lane
   - East Sandwich, Massachusetts 02357

**9. PERIOD OF PERFORMANCE:**
   - The parties agree this contract commences July 15, 2011, and will conclude at the end of trial, presently scheduled from January 9, 2012, to January 27, 2012.

**CONTRACT AMOUNT:**
   - The State will pay Contractor's hourly and daily rates and reimbursable expenses for authorized work performed under this Contract, at a sum not to exceed $15,000 from the date this document is fully executed to the end of trial. This amount may be amended, in writing, at a later date by mutual agreement of the parties.

**BILLING:**
   - When billing the State, Contractor shall refer to Contract Number 18-206-581 and send its invoice to:
     - 18-206-581

10. **Department:**
- **Law**

   **Mailing Address:**
   - 1031 W. 4th Ave, Suite 200
   - Anchorage, AK 99501

11. **CONTRACTOR**
   - **Name of Firm:** David Elkind, Ph.D.
   - **Signature of Authorized Representative:**
   - **Typed Name of Authorized Representative:** David Elkind, Ph.D.
   - **Title:** Professor Emeritus Child Development, Tufts U.
   - **Owner EIN/SSN:** AS 45 48 400

12. **CONTRACTING AGENCY**
   - **Department/Division:**
   - **Law**
   - **Signature of Project Director:**
   - **Typed Name of Project Director:** John A. Treptow

   **Title:** Deputy Attorney General
   **Assistant Attorney General**

   **Signature of Head of Contracting Agency:**
   **Date:** 7/11/11

13. **CERTIFICATION:**
   - I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the variety, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-820. Other disciplinary action may be taken up to and including dismissal.

---

**Contract for Professional Services**
(A) **Bilateral Negotiation:** In the event of a dispute between the parties, the aggrieved party will promptly send written notice to the other party via email and U.S. Mail, identifying the disputed issues with specificity. Within 30 days of transmission of written notice, the parties will meet in a good faith effort to resolve the dispute through negotiation.

(B) **Mediation:** If the dispute is not satisfactorily resolved within 60 days after the parties' initial meeting prescribed by ¶8(A), then either party may refer the dispute to a mutually agreeable mediator located in either Juneau or Anchorage, Alaska. The party requesting mediation shall pay the mediator's fees and expenses.

9. **Termination:** Either party may terminate the Contract upon delivery of 90 days advance written notice sent to the other party via email and U.S. Mail and payment of all amounts due under the Contract. Any disputes regarding termination, amounts due, etc. are subject to the dispute resolution process addressed above.

10. **Amendment:** The parties may amend or modify the Contract if done by mutual written agreement.

11. **Legal Compliance:** Contractor will comply with all Federal, State, and local laws applicable to its performance of the Contract.

12. **Applicable Law; Venue:** This Contract is governed by the laws of the State of Alaska. Venue for any filed claims arising in connection with the Contract lies in State court located in Anchorage, Alaska.
TO: Patricia R. Hull  
Procurement Officer  
State of Alaska Dept of Law  
P.O Box 110300  
Juneau AK 99811-0300

FOR: Expert Witness, State of Alaska  
Parental Notification Litigation

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<tr>
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<td>10/22/11 review research articles</td>
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<tr>
<td>10/23/11 &quot; &quot; &quot;</td>
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<td>600</td>
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<tr>
<td>11/14/11 Review Halpern-Felsher deposition and check for consistency</td>
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<td>750</td>
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<td>Travel to and from Cape Cod, 130 miles @ .25</td>
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<td>deposition 12/2/11</td>
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**Total Amount:** $9,787.60

Actual total was 10,387.94

600
Hello –

We anticipate paying Dr. Elkind $8,887.60.

However, as a follow up I want it to be known that the actual invoice received from Dr. Elkind dated December 7, 2011 totaled $10,387.60 yet the total at the bottom was $9,787.60; it appears the sum was incorrect on the invoice. (see attached)

The remaining contract authority was $5,850. Thus the actual invoice total of $10,387.60 is $4,537.60 greater than the remaining contract balance. Per instructions from Patricia Hull (based on an understanding that the invoice total was $9,787.60) we will only be approving the overage of $3,037.60. This will leave $1,500 unpaid and disallowed from the actual invoice total of $10,387.60.

Please let me know if another course of action is required.

Thanks, Eileen

Eileen Donahue
Deputy Director/Division Operations Manager
Administrative Services Division
Ph: (907) 465-5427
DEPARTMENT OF LAW
OFFICE OF THE ATTORNEY GENERAL

July 13, 2011

Charles Figley, Ph.D.
871 Topaz Street
New Orleans, Louisiana 70124


Dear Dr. Figley,

I am writing to formally request your services as an expert witness in the Planned Parenthood of the Great Northwest et al v. State of Alaska litigation, which is scheduled for trial from January 9, 2012, to January 27, 2012. I have enclosed a memorandum of agreement for expert witness services in connection with this case. If the agreement is acceptable, please sign it, scan it (at a resolution of 600dpi or higher, if possible), and return a PDF copy of the signed document to me at john.treptow@alaska.gov. Once the agreement is signed by me and the Deputy Attorney General, I will send you a PDF copy for your records.

Please feel free to call me at 269-5100 if you have any questions about the terms of the agreement. I look forward to working with you.

Sincerely,

JOHN J. BURNS
ATTORNEY GENERAL

By

John A. Treptow
Senior Assistant Attorney General
Contract for Professional Services

The State of Alaska, Department of Law ("Client" or "State") and Charles Figley, Ph.D., ("Contractor") hereby agree to provide professional services to the Client in connection with the case of Planned Parenthood of the Great Northwest, et al. v. State of Alaska, No. 3AN-10-12279 CI.

NOW THEREFORE, in light of the parties’ mutual obligations and other consideration, they further agree as follows:

1. Scope of Services: Subject to Client’s authorization of agreed tasks, Contractor shall, if Client deems necessary, provide the following services: (1) Contractor shall provide Client with Contractor’s expert report by August 1, 2011; (2) Contractor agrees to be deposed between August 15, 2011 and November 14, 2011, on a mutually convenient date yet to be determined; (3) Contractor shall testify as an expert witness at trial, presently scheduled for March 2012, in Anchorage, Alaska. Client and Contractor will consult periodically as circumstances warrant and identify any other necessary project tasks to be performed, subject to Client’s authorization. Contractor is responsible for providing Client with timely project updates.

2. Ownership of Contract Deliverables, Supporting Materials, etc: Client, through the Project Director or persons authorized by him, will provide Contractor with information, notes, photographs, and other relevant documents to assist Contractor in performing the Contract. Documents and work product provided by: (a) Client to Contractor and (b) Contractor to Client in connection with the Contract belongs to Client. As such, Contractor shall not use or release such materials for any reason without the prior, express written consent of the Project Director.

3. Contractor Compensation: Client will pay Contractor an hourly rate of $410 for authorized deposition or trial testimony in this matter, an hourly rate of $375 for all other authorized work performed in this matter, and an hourly rate of $165 for time spent traveling to and from deposition or trial in this matter. Client will reimburse Contractor for reasonable and necessary expenses incurred in performing the Contract, including travel expenses.

4. Payment: Contractor will send invoices to the Project Director at john.treptow@alaska.gov. Client will make every effort to effect payment within 30 days of receipt of invoice. To assist in contract management, Contractor will reference the contract number 12-206-609 on all invoices.

5. Independent Contractor: No employer-employee relationship exists between the parties. Contractor is and shall remain an independent contractor with respect to all services performed in connection with the Contract.

6. Assignment: Contractor may not assign any part of the Contract without the Project Director’s prior written authorization.

7. Entire Agreement: This Contract constitutes the entire agreement between the parties. No other understandings or agreements exist between the parties, oral or written, regarding the matters addressed in the Contract.

8. Dispute Resolution
November 10, 2011

To: Mr. John Treptow
    Senior Assistant Attorney General
    Office of the Alaska Attorney General
    Department of Law
    Anchorage, AK

From: Dr. Kathleen Regan Figley for Charles R. Figley, PhD
    871 Topaz Street
    New Orleans, Louisiana 70124
    Email: krf@figleyinstitute.com
    Cell: 504-771-9255


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<th>Date</th>
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<th>Hours</th>
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<td>PN Law</td>
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<td>August 10</td>
<td>Please review materials sent by the AK AG. Many of these questions in my 2002 expert report, Review 2002 report</td>
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<td>August 16</td>
<td>Case and additional readings</td>
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<td>August 18</td>
<td>Writing report</td>
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<td>August 20-22</td>
<td>Review literature and craft report</td>
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<td>August 26-28</td>
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<td>Sept 3</td>
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<tr>
<td>Sept 5</td>
<td>Revision of report / review of literature</td>
<td>3</td>
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<tr>
<td></td>
<td><strong>Total hours</strong></td>
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Total Hours = 40 @ $375.00/hour  $15,000.00

Payable upon receipt.
W-9 attached
This agreement is between the State of Alaska, hereafter the State, and Charles Figley, Ph.D., hereafter the Contractor.

7. Department of Law

8. Contract

9. Original Period of Performance

10. Amended Period of Performance

11. Previous amount in contract to date: $18,000

12. Amount of this amendment: $20,000

13. Amended contract shall not exceed $35,000

In accordance with the provisions of the above referenced contract, the parties to that contract agree that the services to be performed by the contractor under the contract are as follows:

All other terms and conditions of the original agreement remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment.

Nancy H. Killion, Deputy Attorney General

Amendment No. 1

Contract 12-206-609

JAN 31 2012

DEPT. OF LAW
ADMIN. SERVICES
STATE OF ALASKA

- AMENDMENT TO PROFESSIONAL SERVICES CONTRACT -

[Signature]

[Signature]

[Date]

[Date]

[SSN: (on file)]

[Signature of Head Contracting Agency or Designee]
### CONTRACT AMENDMENTS TO THE CONTRACT

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<th>Date</th>
<th>Description</th>
<th>Authority (Cumulative)</th>
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### RSA Authorization

Unexpended Enc Balances

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Expert Witness Memorandum of Agreement

**1. Agency Contract Number:** 12-206-604

**2. ASPS Number:**

**3. Financial Code:**

**4. Agency Assigned Encumbrance:**

**5. Vendor Number:** Project/Case Number: AN2010109431

**6. Alaska Business License Number:**

This contract is between the State of Alaska,

**7. Department of:** Law

**Division:** Civil

**8. Contractor:**

Dr. Earl W. Stratman, M.D.

**Email:** Balance of Interests

**Mailing Address:** Street or P.O. Box: 513770 ZC1 City: Birmingham, AL 35213-35205

**Mailing Address:** 494 Meadowbrook Lane 2660 10th Ave. S.W., Suite 200 State: AL

**ZIP+4:** 35205 (Office Address)

**9. PERIOD OF PERFORMANCE:** The parties agree this contract commences October 1, 2011 and will conclude at the end of trial, (presently scheduled for March, 2012). The period of performance may predate the date of execution of this contract because immediate performance is required to serve the best interest of the State.

**CONTRACT AMOUNT:** The State will pay Contractor’s daily rate of $2500 for authorized trial or deposition testimony and Contractor’s hourly rate of $450 for all other authorized work performed for this case, at a sum not to exceed $15,000 from the date this document is fully executed to the end of trial. This amount may be amended, in writing, at a later date by mutual agreement of the parties. The Contractor will pay for his own expenses, including travel, if any.

**BILLING:** When billing the State, Contractor shall refer to Contract Number 12-206-604 and send its invoice to:

**10. Department:** Law

**Attention:** John A. Trepow

**Mailing Address:** 1031 W. 4th Ave. Suite 200

**Anchorage, AK 999501**

**11. CONTRACTOR**

**Name of Firm:**

Dr. Earl W. Stratman, M.D.

**Signature of Authorized Representative:**

**Date:** 1/1/11

**Typed Name of Authorized Representative:**

Earl W. Stratman, M.D.

**Title:** Owner

**EIN/SSN:** AS 45.48.400

**12. CONTRACTING AGENCY**

**Signature of Head of Contracting Agency:**

**Date:**

**Department/Division:** Law

**Date:**

**Signature of Project Director:**

**Typed Name:** James Cantor

**Title:** Deputy Attorney General

**Typed Name of Project Director:**

John A. Trepow

**Title:**

**Awarded in accordance with AS 36.30.850 (b) (2)**

**NOTICE:** This document has no effect until signed by the head of contracting agency or designee.

Contract for Professional Services
(A) **Bilateral Negotiation:** In the event of a dispute between the parties, the aggrieved party will promptly send written notice to the other party via email and U.S. Mail, identifying the disputed issues with specificity. Within 30 days of transmission of written notice, the parties will meet in a good faith effort to resolve the dispute through negotiation.

(B) **Mediation:** If the dispute is not satisfactorily resolved within 60 days after the parties’ initial meeting prescribed by ¶8(A), then either party may refer the dispute to a mutually agreeable mediator located in either Juneau or Anchorage, Alaska. The party requesting mediation shall pay the mediator’s fees and expenses.

9. **Termination:** Either party may terminate the Contract upon delivery of 90 days advance written notice sent to the other party via email and U.S. Mail and payment of all amounts due under the Contract. Any disputes regarding termination, amounts due, etc. are subject to the dispute resolution process addressed above.

10. **Amendment:** The parties may amend or modify the Contract if done by mutual written agreement.

11. **Legal Compliance:** Contractor will comply with all Federal, State, and local laws applicable to its performance of the Contract.

12. **Applicable Law; Venue:** This Contract is governed by the laws of the State of Alaska. Venue for any filed claims arising in connection with the Contract lies in State court located in Anchorage, Alaska.
<table>
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<tr>
<th>PROCESS DATE</th>
<th>TRANSACTION DESCRIPTION</th>
<th>CONTRACT AUTHORITY (Cumulative)</th>
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RSA Authorization

Unexpended Enc Balances

0.00

0.00

7/20/2014
**Export Witness Memorandum of Agreement**

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This contract is between the State of Alaska.

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<th>Division:</th>
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<th>8. Contractor:</th>
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<th>City:</th>
<th>State:</th>
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<td>Dr. John Tappel, M.D.</td>
<td>2001 Banbury Circle, Anchorage, AK 99504</td>
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**PERIOD OF PERFORMANCE:** The parties agree this contract commences August 15, 2011 and will conclude at the end of trial, presently scheduled from January 9, 2012, to January 27, 2012.

**CONTRACT AMOUNT:** The State will pay Contractor's hourly rate of $250, at a sum not to exceed $15,000 from the date this document is fully executed to the end of trial. This amount may be amended, in writing, at a later date by mutual agreement of the parties. The Contractor will pay for his own expenses, including travel, if any.

**BILLING:** When billing the State, Contractor shall refer to Contract Number 1 and send its invoice to:

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<th>Attention:</th>
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<td>Law</td>
<td>John A. Treptow</td>
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<tr>
<td>Name of Firm: Dr. John Tappel, M.D.</td>
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<tr>
<td>Signature of Authorized Representative: [Signature] 8/2011</td>
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<td>Typed Name of Authorized Representative: John J. Tappel</td>
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<td>Typed Name of Project Director: John A. Treptow</td>
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<tr>
<td>Title: Deputy Attorney General</td>
</tr>
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</table>

**NOTICE:** This document has no effect until signed by the head of contracting agency or designee.

Contract for Professional Services

---

**RECEIVED**

SEP 09 2011

DEPT. OF LAW
ADMIN. SERVICES
Thank you in advance for your assistance in this case. I look forward to speaking with you soon.

Sincerely,

JOHN J. BURNS
ATTORNEY GENERAL

[Signature]

John A. Treptow
Senior Assistant Attorney General
(A) **Bilateral Negotiation:** In the event of a dispute between the parties, the aggrieved party will promptly send written notice to the other party via email and U.S. Mail, identifying the disputed issues with specificity. Within 30 days of transmission of written notice, the parties will meet in a good faith effort to resolve the dispute through negotiation.

(B) **Mediation:** If the dispute is not satisfactorily resolved within 60 days after the parties’ initial meeting prescribed by ¶8(A), then either party may refer the dispute to a mutually agreeable mediator located in either Juneau or Anchorage, Alaska. The party requesting mediation shall pay the mediator’s fees and expenses.

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**RSA Authorization**

Unexpended ENC Balances: 0.00

Unexpended ENC Balances: 0.00
July 13, 2011

John Thorp, M.D.
Department of Obstetrics & Gynecology
3027 Old Clinic Building
CB # 7570
Chapel Hill, North Carolina 27599-7570

Dear Dr. Thorp,

I am writing to formally request your services as an expert witness in the Planned Parenthood of the Great Northwest et al v. State of Alaska litigation, which is scheduled for trial from January 9, 2012, to January 27, 2012. I have enclosed a memorandum of agreement for expert witness services in connection with this case. If the agreement is acceptable, please sign it, scan it (at a resolution of 600dpi or higher, if possible), and return a PDF copy of the signed document to me at john.treptow@alaska.gov. Once the agreement is signed by me and the Deputy Attorney General, I will send you a PDF copy for your records.

Please feel free to call me at 269-5100 if you have any questions about the terms of the agreement. I look forward to working with you.

Sincerely,

JOHN J. BURNS
ATTORNEY GENERAL

By John A. Treptow
Senior Assistant Attorney General
Contract for Professional Services

The State of Alaska, Department of Law ("Client" or "State") and Dr. John W. Thorp, M.D., ("Contractor") hereby agree to provide professional services to the Client in connection with the case of Planned Parenthood of the Great Northwest, et al. v. State of Alaska, No. 3AN-10-12279 Cl.

NOW THEREFORE, in light of the parties' mutual obligations and other consideration, they further agree as follows:

1. **Scope of Services:** Subject to Client's authorization of agreed tasks, Contractor shall, if Client deems necessary, provide the following services: (1) Contractor shall provide Client with Contractor's expert report by August 1, 2011; (2) Contractor agrees to be deposed between August 15, 2011 and November 14, 2011, on a mutually convenient date yet to be determined; (3) Contractor shall testify as an expert witness at trial, presently scheduled from January 9, 2012, to January 27, 2012, in Anchorage, Alaska. Client and Contractor will consult periodically as circumstances warrant and identify any other necessary project tasks to be performed, subject to Client's authorization. Contractor is responsible for providing Client with timely project updates.

2. **Ownership of Contract Deliverables, Supporting Materials, etc:** Client, through the Project Director or persons authorized by him, will provide Contractor with information, notes, photographs, and other relevant documents to assist Contractor in performing the Contract. Documents and work product provided by: (a) Client to Contractor and (b) Contractor to Client in connection with the Contract belongs to Client. As such, Contractor shall not use or release such materials for any reason without the prior, express written consent of the Project Director.

3. **Contractor Compensation:** Client will pay Contractor an hourly rate of $600 for the first six hours of authorized deposition testimony and an hourly rate of $650 for additional hours of authorized deposition testimony, up to a maximum of $6,500 per day. Client will pay Contractor a daily rate of $4,000 for authorized trial testimony in this matter and an hourly rate of $500 for all other authorized work performed in this matter. Client will reimburse Contractor for reasonable and necessary expenses incurred in performing the Contract, including travel expenses. If deposition or trial testimony is cancelled more than 7 working days before the scheduled date, there will be no charge. If deposition or trial testimony is canceled 7 or fewer days before the scheduled date, Client will pay Contractor $2000.

4. **Payment:** Contractor will send invoices to the Project Director at john.treptow@alaska.gov. Client will make every effort to effect payment within 30 days of receipt of invoice. To assist in contract management, Contractor will reference the contract number _____ on all invoices.

5. **Independent Contractor:** No employer-employee relationship exists between the parties. Contractor is and shall remain an independent contractor with respect to all services performed in connection with the Contract.

6. **Assignment:** Contractor may not assign any part of the Contract without the Project Director's prior written authorization.
Planned Parenthood v BOA

STATE OF ALASKA
DEPT. OF LAW
ADMIN. SERV.
AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

This agreement is between the State of Alaska,

7. Department of
Law

and

Hereafter the Contractor

8. Contractor
Dr. John W. Thorp, M.D.

Hereafter the State, and

Mailing Address: Street or P.O. Box, City, State, ZIP Code + 4
1096 Buring Tree Drive Chapel Hill, NC 27517 EMAIL: john_thorp@med.unc.edu

9. Original period of performance
FROM: July 15, 2011 TO: end of trial (currently slated to begin 2/19/2012)

10. Amended period of performance
na

11. Previous amount of contract to date:
$15,000

12. Amount of this amendment:
$15,000

13. This amended contract shall not exceed
$30,000

In accordance with the provisions of the above referenced contract, the parties to said contract agree that the services to be performed by the contractor under the contract are amended as follows:

All other terms and conditions of the original agreement remain in effect.

In full consideration of the contractor's performance under and including this amendment, the State shall pay the contractor a total not to exceed $30,000.

IN WITNESS WHEREOF the parties hereto have executed this amendment.

NOTICE! This amendment has no effect until signed by the head of the contracting agency, procurement officer or designee.

16. CONTRACTOR
Name of Firm
Dr. John W. Thorp, M.D.

Signature of Authorized Representative

Typed or Printed Name of Authorized Representative
John W. Thorp

Title
Owner
SSN 45.48.400

17. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the validity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815 - 220. Other disciplinary action may be taken up to and including dismissal.

18. CONTRACTING AGENCY
Department/Division
Law Civil

Signature of Head Contracting Agency or Designee

Typed or Printed Name of Authorizing Official
James Cantor

Title
Deputy Attorney General

Signature

Typed or Printed Name
Deputy Attorney General

Title
Senior Assistant Attorney General

02-112 (Rev/02/04) Amend_1436_Thorp578.docx

ATPG/CM
John M. Thorp, Jr., M.D.  
Department of Obstetrics and Gynecology  
University of North Carolina Medical School  
3027 Old Clinic Building  
CB # 7570  
Chapel Hill, NC 27599-7570

October 21, 2011

Mr. John A. Treptow  
Senior Assistant Attorney General  
Environmental Section  
State of Alaska Department of Law  
1031 W. 4th, Suite 200  
Anchorage, Alaska 99501


STATEMENT OF PROFESSIONAL SERVICES RENDERED

<table>
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<th>Services</th>
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2 hours @ $500 + 3.25 hours @ $600/hr. = $2,950

TOTAL DUE: $2,950
Robbie,

When the contract was first set-up, we were given a bad address at a University which is apparently not supported by mail service.

Consequently, we need to do a stop-pay on warrant 24552861 (see below) and reissue the vendor’s home address. Juanito, please change the address for PVN JWT11250 to:

Chapel Hill, NC 27517

I apologize for this happening. I think we can avoid it in the future by requesting the vendor complete and sign a W-9 up-front when we are initially gathering data for the contract. Juanito and I chatted earlier this morning when looking for ways to speed-up the payment process.
address contained in the expert witness contract, and they are the same. But perhaps the address was not correct to begin with?

Dario

From: Hull, Patricia R (LAW)
Sent: Tuesday, November 29, 2011 1:12 PM
To: Borghesan, Dario (LAW)
Subject: FW: Dr. Thorp's billing

Perhaps there's an issue at the receiving end? The warrant was mailed on 11/02/2011.

From: Senarillos, Juanito V (LAW)
Sent: Tuesday, November 29, 2011 12:03 PM
To: Hull, Patricia R (LAW)
Cc: Williamson, Robbie L (LAW)
Subject: RE: Dr. Thorp's billing

Hello Patricia,

The warrant was printed on 11/02/2011 and it should have been mail out on that same day since it falls on a Wednesday.

<image001.jpg>

Sincerely yours,
Dario –

Dr. Thorp has inquired about the status of the two invoices he has submitted. Am re-attaching these for your convenience. May I ask you to please cck on the status of payment on these so I can get back to him on this? Thank you very much.

Vince
From: Treptow, John A (LAW)  
Sent: Wednesday, May 02, 2012 9:39 AM  
To: Vince Rue (vincerve@bellsouth.net)  
Cc: Borsheean, Danlo (LAW); Hull, Patricia R (LAW)  
Subject: Dr. John Thorp's Invoices for Professional Services

Vince-

Dr. Thorp's original contract with the State was for $15,000. In late January of 2012, he requested that the contract amount be amended to $30,000. At that time, he had billed the State $9,950 for professional services. That amount included preparing his report, preparing for his deposition and testifying at deposition. The State amended the contract amount to $30,000.

On March 1, 2012, Dr. Thorp submitted an invoice for $30,000 covering professional services for a six day period from 2/22/12 to 2/28/12. Pursuant to the terms of his Professional Services Agreement, he was paid $18,500 of the billed amount. To date, Dr. Thorp has been paid $28,450 leaving a contract balance of $1,550.

After $11,500 of the 3/1 invoice was disallowed, Dr. Thorp submitted yet another invoice, dated 3/20/12, seeking $5,000 for 2/23/12 and 2/24/12. The 23rd and 24th obviously fell within the time period covered by the 3/1 invoice.

We will remit immediately the contract balance of $1,550 to Dr. Thorp in full satisfaction of the State’s obligation under the Professional Services Agreement.

John

John A. Treptow  
Senior Assistant Attorney General  
Environmental Section  
State of Alaska Department of Law  
1031 W. 4th, Suite 200  
Anchorage, Alaska 99501  
907-269-5168 (direct)  
907-278-7022 (fax)  
John.Treptow@Alaska.gov
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<th>DATE</th>
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Unexpended Enc Balances: 9,88