**AGREEMENT BETWEEN THE OAG AND *AGENCY***

**ATTACHMENT A**

**FOR**

**E-DISCOVERY LEGAL SERVICES PERFORMED BY OAG**

1. SCOPE OF E-DISCOVERY LEGAL SERVICES: The OAG will, when a particular matter requires it, provide the following E-Discovery Legal Services to the AGENCY as part of the OAG’s provision of legal services under the RETAINER AGREEMENT executed between the OAG and the AGENCY, hereby amending and adding the following to paragraph 2, SCOPE OF SERVICES, of the AGREEMENT:
2. E-Discovery Consulting;
3. Early Case Assessment;
4. Process and/or convert electronically stored information (ESI) to a format compatible with the E-Discovery analysis software selected by the OAG for use in the particular matter;
5. Project Management to ensure that the E-Discovery production is completed in a timely fashion consistent with the overall case discovery plan in the matter;
6. Provide technical assistance with case loading, deduplication, tagging, privilege review, de-NISTing, email threading, near duplication analysis, concept searching, and other advanced analytics (i.e., predictive coding and other relationship analyses), including processing data for production;
7. Conduct pre-review analysis to cull data and provide reporting regarding the ESI to be reviewed;
8. Facilitate forensic data copies when needed in the matter; The OAG does not provide forensic data collection services but may provide forensic copies.
9. Work with the AGENCY employees to determine where data resides, the search capability of the AGENCY, consult on search terms, and provide information about how data should be exported by the AGENCY to the OAG in order to facilitate review and analysis;
10. Temporary data storage, including cold storage, as agreed to by the OAG and the AGENCY;
11. Data shipping or file transfer protocol services;
12. Export and return data to the AGENCY. Any data received by the OAG, not transmitted via internet, will be returned to the AGENCY within 30 days from when it is processed and verified;
13. Process the data (the original data and a load file, containing all tagging done on the data) for return 90 days after the end of the matter. The return of the data in a load file may increase the size of the data and will not include duplicates or NIST files; and
14. Expert witness activities, including testimony, but excluding forensics.
15. This AGREEMENT does not include forensic services. The OAG does not provide forensic services.
16. The data provided by the AGENCY under this ATTACHMENT and the AGREEMENT, including any E-Discovery analysis, is owned by the AGENCY. The AGENCY has the exclusive duty to safeguard any confidential and exempt information and assert any privileges or protections, and has the exclusive authority to release the data provided to the OAG under this AGREEMENT. All data, including cold storage, will be returned to the AGENCY within 90 days after the end of the matter, along with a load file that includes all tagging and comments pertaining to the electronic data furnished by the AGENCY. At no time during the AGREEMENT will the OAG be deemed to maintain a “record copy” as defined in Florida Administrative Code Rule 1B-26.003, Electronic Recordkeeping.
17. The AGENCY will pay the OAG for legal fees billed in providing E-Discovery Legal Services to the AGENCY according to the following schedule, for those OAG employees not already specified in the schedule set forth in paragraph 4, PAYMENT, of the AGREEMENT:

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| --- | --- |
| Positions | Rate per hour |
| **Administrators in E-Discovery & Litigation Support, & E-Discovery Operations Manager** | $90/hr. |
| **E-Discovery Operation Production Lead**, **E-Discovery Operations Technician**, **E-Discovery and Litigation Support Consultant** | $65/hr. |
| **Operations Specialist** | $45/hr. |

1. **AGENCY** data storage per Subparagraph 1.i. above:

The following rates will apply when it is necessary for the OAG to store AGENCY data itself, for active storage or cold storage:

|  |  |
| --- | --- |
| Type of Data Storage | Rates |
| Active storage (this is storage on an OAG server with the ability to immediately access the data) | $2/Per Gigabyte |
| Cold storage (Off-line storage, requiring that data be fully reloaded if needed – which may take 2-4 business days) | $30 Monthly, plus cost of storage media |

\*Note: For data stored in active storage for any portion of a month, the associated rate for active storage will apply to the entire month.

\*\*Note: Month begins the day the data is uploaded.

1. DUTY OF AGENCY TO TIMELY PROVIDE ELECTRONIC DATA. It is the AGENCY’S duty to timely provide the requested data to the OAG for provision of E-Discovery services.
2. The OAG will provide notice of request to deactivate data not accessed by the AGENCY within 90 days to the AGENCY and provide the following options for the data:
   1. To remain in active storage, continued associated rate for active storage will apply;
   2. Immediate export of the data for cold storage at a reduced monthly rate plus the cost of storage media, dependent on the size of the data;
   3. Immediate export of the data for return to the AGENCY. Cost of media and shipping may apply dependent on the size of the data.
3. Deactivation and reactivation of data will involve services provided by staff at both the manager and production lead positions.
4. As necessary for production or for return of the data, the OAG may have to purchase portable storage devices. The cost of the portable storage devices is compensable as a cost and expense under this AGREEMENT.