

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT FOR LEGAL SERVICES (the "Agreement") is effective as of the 1st day of July, 2014 by and between McCarter & English, LLP, ("McCarter") and the State of Delaware (the "State") with the approval of the Governor and Attorney General.

WITNESSETH:

WHEREAS, the State issued a Request for Proposals on Thursday, June 12, 2014 to engage a law firm to act as Special Litigation Counsel ("Special Litigation Counsel") representing the State of Delaware, the Attorney General of the State of Delaware and wardens of Delaware prisons in their official capacities in numerous actions related to the investigation into the Controlled Substances Laboratory of the Office of the Chief Medical Examiner of the Department of Health and Social Services (the "OCME issue"); and

WHEREAS, the State has determined to engage McCarter to act as Special Litigation Counsel, and wishes to enter into this Agreement with McCarter because the proposal submitted by McCarter meets the needs of the State. See McCarter Proposal, attached hereto as Exhibit A.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, McCarter and the State (collectively the "Parties") hereto agree as follows:

1. Pursuant to 29 *Del. C.* §2507, McCarter is hereby appointed and employed as Special Litigation Counsel for the State with respect to the above listed matter.
2. McCarter agrees to serve as Special Litigation Counsel in the OCME issue and perform such legal duties as assigned by the State during the duration of the Agreement and shall commence providing legal services on July 1st, 2014. Notwithstanding the preceding, the Parties acknowledge that this Agreement is subject to termination at will by the State, with or without cause.
3. McCarter agrees that it will assign members of its firm listed below to perform the legal services under this Agreement. The standard billing rates for the attorneys are listed below. Below is a listing of the Firm's alternative billing rates:

Attorney	Standard Rate	Discounted Rate
David White, Partner	\$500	\$395
James Freebery, Partner	\$500	\$395
Peggy Ableman, Special Counsel	\$425	\$340
Theodore Annos, Associate	\$375	\$295

Brian Cunningham, Associate	\$375	\$295
Matthew Rifino, Associate	\$375	\$295
Paralegal	\$200	\$160

McCarter agrees that the rate for any other attorneys who work on this engagement shall be at comparable rates to those above, taking into account each attorney's experience. The above fees are subject to adjustment on an annual basis after notice and agreement of the Parties.

4. McCarter shall bill the State no more frequently than monthly for hours spent on legal services rendered on behalf of and at the request of the State at the rates agreed to in paragraph 3 of this Agreement. Each invoice shall be in a format customary in the community for Delaware legal billing for services rendered; however, the State shall have the right to request reasonable alterations in the format of the billing, as it deems appropriate. McCarter agrees to comply with the *Delaware Department of Justice Outside Counsel Billing Policy*, attached hereto as Exhibit B. Copies of the bill should be sent to the Deputy State Solicitor and Governor's Counsel. Bills shall be paid as provided by State law. In the event the State questions the substance of any bill or any item of work performed, McCarter shall provide such additional information as the State may reasonably request, and McCarter shall not charge any additional amount for any discussion or extra documentation required to settle any dispute regarding any issue related thereto.
5. McCarter agrees that it shall perform legal services as directed by the State and the Attorney General's Office and that the State and the Attorney General's Office shall have the right to receive copies of all documents, submissions, filings, and/or pleadings, to monitor, direct, and/or participate in the performance of legal services by McCarter under this Agreement.
6. McCarter agrees that all documents generated by it under this Agreement, including research and all legal work products belong to the State and upon request will be provided to it. The State shall have the right to use any such legal work product or documents as it deems in its interest, without compensation to McCarter apart from the compensation earned under this Agreement.
7. McCarter provided the State a Certificate of Insurance from the Attorneys' Liability Assurance Society, Inc. attached hereto as Exhibit C.
8. McCarter performed an initial screening for potential conflicts of interest, in accordance with McCarter's long-standing procedures and did not discover any conflicts during the initial screening. Prior to the execution of this Agreement McCarter will perform a complete screen for conflicts of interest and inform the State if any conflict is identified. Further, during the term of this Agreement, McCarter shall inform the State of any actual or potential conflict that arises and that must be disclosed as required by the Delaware Lawyers' Rules of Professional

Conduct. Such notice shall state in writing the names of the parties represented, the nature of the case and the actual or potential conflict. Until such time as it has notified the State in writing as required by this paragraph and received a written waiver of an actual or potential conflict of interest signed by the Attorney General's Office, McCarter shall neither commence work on any new matter nor continue work on any matter that it has undertaken at the time at which the conflict or potential conflict arises unless otherwise instructed by the Attorney General's Office. McCarter understands and acknowledges that should the State choose not to waive the conflict, the State is free to obtain such legal services as necessary from other counsel as it deems appropriate.

9. McCarter understands and acknowledges that the State will work with McCarter to perform the legal work covered by this Agreement through the Office of the Attorney General. Nothing in this Agreement restricts the State's ability to do so or guarantees McCarter the right to perform any legal services, except those that the State specifically request McCarter to perform.
10. McCarter shall take no position on any legal matter in its representation of this matter, without consultation with and approval by the State and the Attorney General. No position shall be deemed to be the position of the State if disapproved by the Attorney General. McCarter shall take no legal position in any court, or any federal agency or any other entity without approval of the Attorney General. No opinion rendered by McCarter may be represented as an opinion of the Attorney General.
11. Prior to incurring any costs to be charged to the State, McCarter shall consult with the State and obtain its approval.
12. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts.

[Remainder of Page Left Blank]

IN WITNESS whereof the parties hereto, intending to be legally bound, have executed this Agreement as of the date first above written.

McCARTER & ENGLISH, LLP

Wilmington, Delaware

Original on File

By: _____
David White, Partner

APPROVED:

Original on File

by: _____
Joseph R. Biden, III, Attorney General
State of Delaware

by: *Original on File*

Jack A Markell, Governor
State of Delaware