

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT FOR LEGAL SERVICES (“Agreement”) is effective as of the 6th day of October, 2017 by and between Murphy & Landon, P.A. (“Murphy Landon”), located at 1011 Centre Road, Suite 210, Wilmington, Delaware, and Delaware Department of Justice (the “DOJ”), located at 820 N. French Street, Wilmington, Delaware, with the approval of the Attorney General.

WITNESSETH:

WHEREAS, on August 31, 2017, the DOJ issued a Request for Proposals for Special Counsel Services Under 16 *Del. C.* § 2225 for Insurance Coverage for Substance Abuse Treatment; and,

WHEREAS, it was the stated intent of the DOJ to create a list of outside counsel to provide legal advice and representation to eligible individuals in matters involving the existence or scope of private or public insurance coverage for substance abuse treatment, including appeals of adverse determinations and litigation; and,

WHEREAS, the DOJ received a proposal from Murphy Landon and determined that Murphy Landon’s proposal was acceptable and to place Murphy Landon on the list of outside counsel for the purpose of representation of eligible individuals regarding insurance coverage for substance abuse.

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, Murphy Landon and the DOJ (collectively, the “Parties”) hereto agree as follows:

1. Pursuant to 29 *Del. C.* §§ 2507, 2505(d) and (f), Murphy Landon is hereby appointed and employed as Special Counsel for purpose of representing individuals who are determined eligible for representation under 16 *Del. C.* § 2225 as described above.
2. This Agreement is a two-year engagement with the possibility of a two-year extension at the sole discretion of the DOJ, but, subject to whether the program under 16 *Del. C.* § 2225 is extended beyond December 31, 2019.

3. Murphy Landon's inclusion on the list as Special Counsel does not obligate the DOJ to select that law firm for any particular engagement for an eligible individual. Special Counsel will have an attorney-client relationship with the eligible individual, not the DOJ, and will be required to enter into a written engagement agreement with eligible individuals referred to them, assuming Special Counsel is able to take the representation.
4. The written engagement agreement must be in a form approved by the DOJ. Murphy Landon shall not charge the DOJ, or any eligible individual, for the creation of this Agreement.
5. In its representation of the eligible individuals, Murphy Landon shall ensure that the attorneys will comply with the requirements of 16 *Del. C.* § 2225 and make all required certifications.
6. During the term of this Agreement, at the discretion of the DOJ, Murphy Landon will be provided with individuals that the DOJ has determined are eligible under the statute to receive legal representation.
7. Once an individual's name and identifying information has been provided by the DOJ to Murphy Landon, Murphy Landon shall perform a conflicts check and make a determination whether it is able to represent the identified person. If the firm is unable to take on the representation, Murphy Landon will inform the DOJ in writing as early as practicably possible.
8. Murphy Landon shall not commence providing legal services until execution of this Agreement and the identification of an eligible individual who Murphy Landon has determined the firm can represent. Notwithstanding the preceding, the Parties acknowledge that this Agreement is subject to termination at will by the DOJ, with or without cause.
9. Murphy Landon agrees that it will assign members of its firm listed below to perform the legal services under this Agreement. Below is a listing of the Firm's alternative billing rates:

Attorneys

Francis Murphy	\$325/hour
Jonathan Parshall	\$275/hour
Lauren Cirrinicione	\$250/hour

Para-Professionals

Debbi Abbott	\$100/hour
Fidelia Xon	\$80/hour

Murphy Landon agrees that the rate for any other attorneys and para-professionals who work on this engagement shall be at comparable rates to those above, taking into account each attorney's experience.

10. Murphy Landon shall bill the DOJ no more frequently than monthly for hours spent on legal services rendered on behalf of the eligible individuals identified by the DOJ at the rates agreed to in Paragraph 9 of this Agreement. Each invoice shall be in a format customary in the community for Delaware legal billing for services rendered; however, the DOJ shall have the right to request reasonable alterations in the format of the billing, as it deems appropriate. Murphy Landon agrees to comply with the *Delaware Department of Justice Outside Counsel Billing Policy*, attached hereto as Exhibit A. Copies of the bill should be sent to the State Solicitor and Governor's Counsel. Bills shall be paid as provided by State law. If the DOJ has questions regarding the substance of any bill or any item of work performed, Murphy Landon shall provide such additional information as may be reasonably requested, and Murphy Landon shall not charge any additional amount for any discussion or extra documentation required to settle any dispute regarding any issue related thereto.
11. Murphy Landon provided the DOJ a Certificate of Liability Insurance from Allied Insurance Company (Policy No. 03106511, effective April 11, 2017). See Exhibit B attached hereto.
12. Prior to incurring any costs, including but not limited to experts, to be charged to the DOJ, Murphy Landon shall consult with the DOJ and obtain its approval.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where federal law has

precedence. Murphy Landon consents to jurisdiction and venue in the State of Delaware.

14. This Agreement is funded by the Consumer Protection Fund (CPF) pursuant to 81 *Del. Laws* c. 28, § 1 as it relates to 6 *Del. C.* § 2527. Validity and enforcement of this Agreement is subject to the availability of funds in the CPF. Should such funds not be so available, DOJ may immediately terminate this Agreement, and, absent such action, this Agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no funds are available.
15. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and the DOJ's obligations under it shall be extinguished at the end of the fiscal year in which the CPF no longer maintains sufficient funds.
16. 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 shall exchange among themselves original signed counterparts of this Agreement.

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

MURPHY & LANDON, P.A.

**STATE OF DELAWARE
DEPARTMENT OF JUSTICE**

Name: *Francis J. Murphy*
Title: *Partner; Member*

Name: Christian Douglas Wright
Title: Director of Consumer Protection

APPROVED:

LaKresha S. Roberts, Chief Attorney General

Exhibit A

EXHIBIT A

Delaware Department of Justice Outside Counsel Billing Policy

As of April 30, 2015

- I. Budgeting, billing and staffing.
 - a. Billing rates will be in effect for entire matter as provided for in the outside counsel contract. Any change must be approved by the Coordinating Attorney in writing 60 days in advance of the effective date of the change in a billing rate.
 - b. General Billing practices.
 - i. Bills to be rendered monthly within 30 days after end of month for entire month. No carry-over billing (example cannot bill from May 1 — June 15).
 - ii. Details of fees by lawyer, paralegal, number of hours by task, description.
 - iii. Expenses/disbursements detail and charges by category.
 - iv. Block Billing of Services is unacceptable. All bills shall be billed in increments of no less than 0.1 billing hour (6 minutes).
 - v. Time billed for each activity should be identified separately. Do not combine different types of activities in one entry on the invoice. “Block billing” of fees is not acceptable, even if the same individual performed the activities.
 - vi. The description of services or activity should be brief and informative. For example, merely listing “Research” is not an acceptable billing entry. An acceptable entry would be “Legal research on statute of limitations issues related to [Insert issue]. Another example would be merely listing “Telephone calls” would not be acceptable, instead “Telephone calls to J. James of [Firm] and M. Smith [of firm] re: motion to dismiss.” Be sure to identify the “who, what and where.”
 - vii. No more than 2 outside counsel attorneys at meetings, depositions, mediations, negotiations, and/or hearings unless

pre-approved by the Coordinating Attorney.

- viii. No firm paralegals at meetings, depositions, mediations, negotiations, and/or hearings unless pre-approved by the Coordinating Attorney.
- ix. Billable hours for summer interns/clerks will not be allowed unless pre-approved by the Coordinating Attorney.
- x. More than 12 hours per day by one member of outside counsel staff will be closely reviewed.
- xi. Internal conferences accounting for more than 10% total monthly billings closely reviewed. Excessive intra-office conferences between attorneys or paralegals for the purpose of providing instruction or status will be closely reviewed.
- xii. Excessive number of attorneys performing services in a matter will be closely reviewed, unless prior approval is received from the Coordinating Attorney in writing.
- xiii. Billing for research on general legal issues which should be within the knowledge of the firm and/or associate will be closely reviewed.
- xiv. Billing of hours for work done by multiple attorneys in the firm for similar work on the same issue will be closely reviewed.
- xv. Billing attorney and/or paralegal time for invoice preparation, review, or for corrections to the invoice is not acceptable.
- xvi. Excessive time spent in "file review" will be closely reviewed.
- xvii. Excessive time spent in "review and revision" of documents that that you prepare will be closely reviewed.
- xviii. Charging attorney time for tasks that should be performed efficiently and effectively at less expense by a paralegal or secretary, or charging paralegal time for tasks that should be performed by clerical workers will be closely reviewed. For example, we do not allow charging attorney time for arranging logistics for a deposition.
- xix. Hours charged at a more senior attorney rate when a matter should

be handled by a less senior attorney will be closely reviewed.

xx. Charging for secretarial time, and or overtime or other staff members is not acceptable

c. Expenses/Disbursements.

i. Reasonable expenses and fees will be reimbursed. Should you have any questions or concerns whether or not a fee or expense falls within the reasonable expense range or will be reimbursed please contact your Coordinating Attorney for an approval.

ii. Examples of non-reimbursable overhead

- a. Computer, e-mail, word processing charges
- b. Conference room charges, rent Online research charges
- c. Supplies
- d. Library use, staff
- e. Clerks
- f. Proofreader charges
- g. Support salaries
- h. Telephone charges
- i. Fax charges
- j. Online research (Westlaw, Lexis)

d. Use of Outside Consultants, Experts and Contract Attorneys. There may be instances where the use of consultants, experts and contract attorneys may be required to staff a case. This should be done as part of the case planning in conjunction with your Coordinating Attorney. These fees should be reasonable and necessary, and are subject to approval by the Delaware Department of Justice.