PRE-PROPOSAL CONFERENCE
REQUEST FOR PROPOSALS
LEGAL REPRESENTATION FOR ADULTS INVOLVED IN ADULT
PROTECTIVE SERVICES GUARDIANSHIP HEARINGS AND ADULT
PUBLIC GUARDIANSHIP REVIEW BOARD PROCEEDINGS
OS/MLSP-16-001-S

MAY 6, 2016
311 West Saratoga Street
Room 104
Baltimore, Maryland

1:00 p.m. - 2:05 p.m.

PRESENT FROM DHR:

NNEKA WILLIS-GRAY
DANIKA MONTAGUE
TEMINKA RAWLINGS
ANDRE DAVIS
LISA DAMERON
DEBBIE AUSTIN
SCOTT C. MOORE, ESQUIRE, OAG

ALSO PRESENT:

DEBRA G. SCHUBERT, ESQUIRE

BONNIE A. SULLIVAN, Maryland Volunteer Lawyers Service

CAROLYN S. MALINOWSKI, ESQUIRE, Maryland Volunteer Lawyers Service

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SHELTON (SHELLY) SKOLNICK, ESQUIRE, Skolnick Law Firm

SHAWN VINSON, ESQUIRE, Law Office of Shawn Vinson

ARTHUR L. DRAGER, ESQUIRE, Law Office of Arthur L. Drager

BARRITT R. KING, King Hall

CHRISTOPHER PALMER, Donahue Law Group

JOSEPH G. (JERRY) COMEAU, ESQUIRE, Ria P. Rochvarg

VIRGINIA REED, ESQUIRE, Ria P. Rochvarg

MEISHA M. GRIMES, ESQUIRE, Grimes Legal Group

MARK HOUSTON GRIMES, ESQUIRE, Grimes Legal Group

ANDREW C. MEEHAN, ESQUIRE, Law Offices of Stephen Z. Meehan

KIM WHARTON,

JOHN P. MARKUS, JR., ESQUIRE, State of Maryland, Office of the Public Defender

REPORTED BY: KATHLEEN A. COYLE, Notary Public

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PROCEEDINGS

MS. WILLIS-GRAY: Good afternoon everyone.

Now that the procurement officer is here we can finally get started, right? So good afternoon. Welcome to the Department of Human Resources. I’d like to thank you for coming out this wet, rainy day and spending some time with us. My name is Nneka Willis-Gray. Again, I’m the procurement officer for this solicitation, legal representation for adults involved in adult protective services, guardianship hearings and adult public guardianship review board proceedings.

Due date for the request for proposals is June 6, 2016. Proposals are due by 1:00 p.m. And just as a reminder, we do not accept late proposals. So please get them in on time.

Hunt reporting is recording this conference, and a transcript will be posted to eMaryland Marketplace and DHR website.

If anyone may need to use the restrooms there is a exit to the back at the side. Just go through that exit, turn left, it’s down the hall to the left.
So today we’re just going to highlight some areas of the RFP. Once we complete the highlights we’ll have a questions and response session. At that time we ask that you hold the majority of your questions until then.

So before we get started we’ll go around the room and do introductions. We’ll start here at the front table, and then we’ll start, move to the front row and move left to right.

MS. DAVIS: I’m Audre Davis. I’m the Director of Maryland Legal Services Program.

MS. RAWLINGS: Teminka Rawlings, Deputy Director, Maryland Legal Services Program.

MS. MONTAGUE: Danika Montague, procurement.

MS. DAMERON: Lisa Dameron, Maryland Legal Services.

MS. SCHUBERT: My name is Debra Schubert.

MR. SKOLNICK: Shelly Skolnick.

MR. VINSON: Shawn Vinson.

MS. SULLIVAN: Bonnie Sullivan.

MS. MALINOWSKI: Carolyn Malinowski.
MS. REED: Virginia Reed.

MR. DRAGER: Art Drager.

MR. KING: Barrett King.

MR. PALMER: Chris Palmer.

MR. MARKUS: John Markus.

MR. MEEHAN: Andrew Meehan.

MR. GRIMES: Mark Grimes, Grimes Legal Group.

MS. GRIMES: Meisha Grimes.

MS. WHARTON: Kim Wharton.

MR. COMEAU: Jerry Comeau.

MR. MOORE: Scott Moore with the AG’s Office.

MS. WILLIS-GRAY: Thank you all and welcome.

We’re going to start with the general information page.

This begins on page seven of the RFP if you’re following along.

This RFP is a state-wide contract to provide legal representation for indigent adults involved in adult protective services, APS guardianship hearings and adult public guardianship review board, APGRB proceedings.

The anticipated duration of this contract is
for three years. It does have two one-year options.

The contractors that currently have contracts
with the Department to provide APS/APGRP services will
have the opportunity to keep their current cases. Each
offeror that is currently a contractor with the
Department for APS/APGR services shall indicate its
desire to retain its current cases in the executive
summary section of the technical proposal. If a
contractor would like to continue providing legal
services to their current clients but do not wish to
seek new cases, that contractor must still submit a
proposal in response to the RFP in order to finish the
(unintelligible) the requirements of the RFP, including
payment terms.

For the final award determination for
existing case loads only, preference will be given to
those current providers who submit a proposal to keep
their current case load provided it is determined to be
in the best interest and most advantageous to the State
after the evaluations of proposals.

The Department intends to make multiple
awards in the following jurisdictions: Baltimore City will receive four awards, Baltimore County will receive three awards. All other jurisdictions will receive a single award.

Offerors either directly or through their subcontractors must be able to provide all services and meet all the requirements requested in this solicitation. And the successful offeror shall remain responsible for contract performance regardless of subcontractor participation or work.

I would just like to make mention that there are no MBE or VSBE subcontracting goals. And also the hiring agreement is not applicable to this solicitation.

I would now like to introduce Ms. Danika Montague. She will go over the living wage.

MS. MONTAGUE: Good afternoon. My name is Danika Montague, I’m with the procurement division here at DHR. I’m going to read section 1.34, the living wage requirement.

Maryland law requires that contractors
meeting certain conditions pay living wage to cover employees on State service contracts over $100,000. Maryland code state finance --

(Whereupon, there were microphone difficulties.)

MS. MONTAGUE: We'll just start over. So once again, 1.34 living wage requirements. Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on state-service contracts over $100,000, Maryland Code State finance and procurement 18-101. The commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a contractor subject of the living wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees or received a waiver from living wage reporting requirements. You can see COMAR Section 21.11.10.05.

If subject to the living wage law contractors agree that it will abide by all living wage law requirements, including but not limited to reporting
requirements in COMAR 21.11.10.05. Contractor understands that the failure of contractor to provide such documents is a material breach of the terms and conditions and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions. See the living wage clause in the contract, which is attachment eight to this RFP.

Additional information regarding the State’s living wage requirement is contained in attachment G. Offerors must complete and submit the Maryland living wage requirement affidavit of agreement, which is attachment G1, with their proposal. If an offeror fails to complete and submit the required documentation the State may determine the offeror to be not responsible under State law.

Contractors and subcontractors subject to the living wage law shall pay each covered employee at least the minimum amount set by the laws that are applicable to your area. The specific living wage rate is determined by whether a majority of services take
place in a tier one area, which is $13.59, or tier two area, which is $10.21 of the State. The tier one area includes Montgomery, Prince George's, Howard, Anne Arundel and Baltimore Counties, as well as Baltimore City. The tier two area includes any county in the State not included in the tier one area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for state contract pursuant to 18-102 of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation will be determined to be a tier one contract or tier two contract depending on the location from which the contractor provides 50 percent or more of the services. The offeror must identify in its bid or proposal the location from which the services will be provided, including the location from which 50 percent or more of the contract services will be provided. If the contractor provides 50 percent or more of the services
from a location in the tier one jurisdiction, the contract will be a tier one contract. If the contractor provides 50 percent or more of the services from a location in a tier two jurisdiction, the contract will be a tier two contract. If the contractor provides more than 50 percent of its services from an out-of-state location the State agency determines the wage tier based on where the majority of the service recipients are located. Any circumstance, this contract will be determined to be a tier one or tier two contract. Information pertaining to reporting obligations may be found by going to the Maryland Department of Licensing and Regulations' website. Note whereas the living wage may change annually, the contract price may not be changed because of the living wage change. Thank you.

MS. WILLIS-GRAY: Thank you, Danika. We're now going to review the minimum qualifications section.

The offeror shall have at least one attorney in its office that is assigned to represent indigent and/or alleged vulnerable adults under the contract,

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and that the attorney shall have a minimum of two years of legal experience in adult guardianship, elder guardianship or disability law or ten years of general litigation experience. Legal experience means that the attorney was engaged in the areas of law referenced herein as a member in good standing with the Maryland State Bar. Time spent, for example, as a law clerk or paralegal will not count towards the minimum experience required. As proof of meeting the minimum requirements, the offeror shall provide with it's proposal a copy of the resume of the attorney relied on to meet the requirement along with three references that are able to substantiate the experience required.

Moving onto section three, the scope of work of the RFP. This section will be presented by Maryland Legal Service Program. Please let me introduce Ms. Audre Davis, director of Maryland Legal Services.

MS. DAVIS: Good afternoon everyone. The scope of work is very detailed in the RFP. So I'm just going to hit some of the highlights. For the incumbents, there are things that are different from
previous RFPs, and for the new faces that we've seen
here they are the things that you should pay special
attention to.

By way of background, I will let you all know
that these service contracts have been under intense
review for the past two years. Some of the changes
that we are making are to bring this unit in line with
the State auditors and the DBM, Department of Budget
and Management's requirements.

The first thing that we're requiring this go
around is that when you invoice the Department for a
case you're going to have to provide essentially back
up information. You're going to have to provide us
with the appointment order which verifies, or whatever
it's called in whatever jurisdiction that you're in.
The appointment is usually noted in the show cause or
whatever document you receive it in, just a
notification that you're representing that client at
the direction of the court. That's going to have to
accompany each case that you invoice the Department
for.
The second thing that you’re going to have to provide is some sort of document that indicates that you in fact did appear on behalf of the client, whether that is a court order or a form which is signed, notarized, stamped by the courtroom clerk that indicates that you in fact appeared on behalf of the indigent person. Those two documents must accompany any invoice that is submitted for a client. Now, we recognize that that’s something that has not traditionally been asked of by any provider and it’s not something that I guess, I mean, at least in my practice, something I that I would think I would ever have to provide. It is 100 percent required by the State of Maryland for every case that we pay. We have to be able to produce those two documents to prove that you were paid properly.

The other thing that we think you should know is that we are developing or have developed a case management system which will allow for electronic invoicing. In the very near future each contracted firm will have a log on, two log ons to access a DHR-
owned system, which is housed here at DHR, and it is
from that system you will be able to submit your
invoices and upload your documents. You will be able
to invoice in two ways. You can either type in
manually the information that's required and upload it
or you can create a file, if you have a lot of cases,
and import it into system, whichever works best for
you.

The Department will be providing training.
We've tried to make it as easy to use as possible.
When you invoice that will expedite the way in which
your invoices are processed by the Department. And
hopefully the pain that comes with having to learn a
new system will be mitigated by the advantage of having
your invoices processed quickly and more efficiently.
So things like duplicate invoices, anything of that
nature, you're going to know before you send it to us.
The system will tell you, this case has been billed for
previously, or for whatever reason it's not eligible to
be billed. So any sort of back and forth conversations
that we have had previously about invoices should be
eliminated by using this system.

The third thing that you need to know is that
we have some minimum standards set in the scope of work
about the amount of time that you spend working on
these cases, and the number of times that you see the
client. You will note that previously the minimum
standard had been six hours per case, per year you were
supposed to spend working on these cases, and you were
supposed to see the client twice per contact year.
What we recognize is that these cases sort of run the
gamut between being very intense and really sort of low
level, one time appearance in court. And these
statistics we're being asked about your performance to
provide to DBM. So we took all that into consideration
and did some analysis, and it seemed more reasonable to
us -- and believe me, we're not saying to you only
spend six hours. We're just saying to you the floor is
six hours now, per year, per client, under the
contract, and that the requirement is that you see the
client once every six months. So that if you pick up
the case, you know, four months into the contract year,
the expectation of the Department is that you’re going
to have seen at the end of the contract year that
client at least once. That seemed to be a little bit
more realistic marker, particularly since we’re going
to be required to report your case activity for review
outside of our agency.

One of the other things that we have tried to
address is the need for some sort of payment for
vendors when there are cases that actually are settled.
Instead of having full blown hearings you reach a
settlement with the petitioning party. The
documentation that you submit to the court and
appearance in court to have the petition dismissed is
going to be sufficient for billing for us. You do the
work on the front end, and the case is resolved without
having a full blown hearing, the Department believes
that that’s a case that you would in fact should be
able to bill the Department for because you’ve actually
done a great deal of work on the client’s behalf.
You’ve resolved it outside of having a judge decide.

MS. MALINOWSKI: Where are you in this?
MS. DAVIS: I’m talking about the scope of work. It’s one of the invoicing. It’s under invoicing. One of the categories of cases that you can bill for, Section 3.6.

MS. MALINOWSKI: Okay. Thank you.

MS. DAVIS: One of the other things that we’re hoping will help these contracts run a little bit more smoothly is that in the jurisdictions where there are multiple awards, we’re going to be providing the judiciary with calendars. This is an attempt to try to cut down on any sort of back and forth about who should be getting cases. We put everyone on a calendar. And to be quite frank with you, we’re hoping that the providers will assist us in creating the calendar. We have no interest in which day you have. We would hope that anyone that’s in a jurisdiction would be able to work with the other provider to work out a calendar on a yearly basis, taking into consideration everyone’s vacations and all the other things that you need to take into consideration. And only if the vendors are unable to come to an agreement themselves will the
Department actually produce the calendar.

The other thing that I -- and I'm sure that Ms. Rawlings will cover this, but I want to make it really clear to everyone, is that these contracts, you know, you're reimbursed for your work on a fully loaded fixed unit rate. And when you're calculating how much you're going to bid for these cases, and I'm not trying to suggest you should bills millions and millions of dollars, but be realistic because we expect for you to provide representation for the entire 12 months. And so you have to weigh whether the amount that you're bidding is actually going to cover your costs because our expectation is it will. So if you're paid that fully loaded fixed rate until the end of that contract year ends, you're supposed to be available to provide representation in court or at APGRB no matter how many times you have to go back and forth to court, no matter how many reviews you have, we expect you to show up and perform. So please take that into consideration when you are calculating what you think it's actually going to cost you to represent these clients for the full
year.

I think the last thing that I wanted to cover with you is, there's something that seems -- it doesn't seem to be an issue but in very limited circumstances. I think the Department's expectation is that if at the beginning of the case this client is deemed indigent and then at the end or in the middle somewhere you sort of determine or find out that the person has assets, we're asking -- or actually, we're requiring that the providers not bill the Department and then pay the Department back if there are assets and they file a petition for attorneys fees. If this is a case that you intend to file a request for attorneys fees, don't bill that Department until that issue is resolved. There's been a practice previously of billing the Department and if you get the money six, 12 months later paying the Department back. Tracking that information is something that is almost impossible to do because we're not a party to the documents. We don't know whether or not the petition has been, the request has been filed, granted, and whether or not the
guardian of property has actually paid the bill. Running behind to provide that sort of verification with multiple providers is just something that we can’t do. So in order to eliminate that, we’re asking you, if this is a case where there are potentially assets, that you do not bill the Department in anticipation of filing a motion for attorneys fees. If this case, a case, you think the person has assets and you’ve chosen not to bill the Department, you won’t be penalized for billing the Department later. Our expectation is that you’re going to try to, if you choose to, you may -- the person may have assets, and if you bill the Department we’re not going to ask you to pay us back and go back and pursue the fees. We’re just saying, don’t take our money knowing that there is money out there that you are going to attempt to get money from the estate. Do it the other way around. Attempt to get money from the estate and then if there is no money you can bill the Department for the case.

So Ms. Rawlings is going to further explain the invoicing process. I’m going to turn it over to
her.

MS. RAWLINGS: Good afternoon. I'm Teminka Rawlings. I'm going to be touching on some of what Audre has already touched on. But just to kind of reiterate, only bill for -- because I'm going over invoicing -- only bill for eligible billable events. We don't need an accounting of how many hearings you've attended that were not eligible for billing. Only submit electronically, now that we're moving towards having a case management system, only submit for eligible, billable events. And you'll also be submitting your court orders and your appointment orders electronically. Invoices submitted without those required documents will not be processed for payment. And the Department does reserve the right to reduce or hold your contract payment in the event that you do not provide, again, any of the required deliverables.

Also, the contractor shall submit invoices by the 20th of the month. Those who are incumbents are aware of this. It's not a new term. Invoices
submitted more than 60 days past the end of the contract year, including option years, will be reduced to 50 percent of the fully loaded fixed unit price. And again, just to reiterate, that fully loaded fixed unit price should include everything that's needed for representation and to -- and for you to advocate zealously for your client. That should be everything included. Contractor shall not receive payment for postponements under any circumstances.

If the contractor believes that the client has assets -- again, this touching on what Audre said -- if you're aware that the client has assets you're not to bill the Department. You're to notify the Department and also to communicate with the guardian of property. In the event that a contractor is notified that a client has assets and/or is not indigent after the case has been invoiced, the contractor shall serve MLSP when filing a motion for attorneys fees and shall return the previously invoiced amount to the Department within 10 business days of receiving payment from the client. The failure of the contractor to perform
required case activities for the remainder of the
contract year after receipt of an annual case payment
will be a factor in whether the contractor is assigned
future cases and may result in termination of the
contract. Again, please review section 3.6 in it’s
entirety for further details on invoicing requirements,
and also review this RFP in its entirety so that you
know what deliverables are required for the contract
annually as well as monthly. And that’s it.

MS. WILLIS-GRAY: We also just wanted to
bring to your attention Section 3.8, which is the
insurance requirements. Contractors must be able to
meet the following insurance requirements. And I’m not
going to read everything verbatim. I’m just going to
highlight this for you. Commercial general liability
insurance with a limit of 500,000 per occurrence and
one million in aggregate; malpractice professional
liability insurance with a minimum limit of 500,000 per
claim and annual aggregate. Maintain automobile and/or
truck, commercial truck insurance with liability,
collision, and PIP limits no less than those required
by the State where the vehicle is registered, but in no case less than those required by the State of Maryland, and employee theft insurance with minimum limits of 100,000 per occurrence.

And now we'll move onto Section four, proposal format. It should be on page 45 I think. So when you're submitting your proposal it's going to be a two-part submission. You're going to have volume one, which is your technical proposal, and you're going to have volume two, your financial proposal. It is preferred that the name, email address, and telephone number of the offeror be included on the outside of the packages for each volume. Each volume shall contain one original and four copies. It is preferred that the two sealed volumes are submitted together in a single package with a label that includes the RFP title and number, jurisdictions proposed to provide the services, name and address of the offeror, and closing date and time for receipt of proposals. And just to remind you again, that's June 6, 2016, at 1:00 p.m.

The proposal should also include an

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electronic submission, which should be on CD or DVD. One CD should be submitted with the technical proposal. It should include, which will be for volume one, the technical, an electronic Word version, and then also a pdf Adobe format. It should be redacted for any confidential or proprietary information.

The second electronic submission will be submitted with the financial proposal, volume two. It should contain the financial proposal in Excel format and also an Adobe pdf searchable that is redacted for any confidential or proprietary information.

Offerors may either mail or hand deliver proposals, that’s June 6, 2016, at 1:00 p.m. We ask that if it’s mailed it is considered on time if it has been received by the appropriate mail room, or typical place of mail receipt for the respective procuring agent unit by the time and date listed in the RFP. The Department recommends that you use express mail, priority mail, or certified mail. These are the only forms for which both the date and time of receipt can be verified by the Department. If a proposal is hand-
delivered, we advise you secure a dated, signed, and
time stamped or otherwise indicated receipt of
delivery.

Now we’ll move onto Section 4.4 of the RFP,
which provides more detailed information on the
submission of volume one, technical proposal. We won’t
going over all this, but we ask that you review this
section in detail as to how your technical proposal
should be submitted. Just keep in mind that the
technical proposal should not include any pricing
information. And inside it’s going to have one unbound
original and four copies with the electronic version.
An offeror submitting proposals for more than one
jurisdiction shall provide one technical proposal
regardless of the number of jurisdictions proposed to
serve. If there are any variations in service delivery
based on jurisdiction nuances, those variations shall
be described in detail on a separate page for each
jurisdiction so affected and appended to the technical
proposal. So no need to give us a bunch of proposals
for various jurisdictions. Just one should be a lot
Each section of the technical proposal shall be separated by a tab as indicated in Section 4.4.2. The technical proposal should also reference the organization and numbering of sections in the RFP. So for example, if you’re working on a response to Section 3.2.1, which is general requirements, you would say, response to Section 3.2.1, and list how you are going to provide that service. Also, if you’re referencing a reference section, Sections 4.4.2.1, which is the table of contents, which is 4.4.2.1, indicate your table of contents. The same thing if you’re listing, if you’re providing a response to Section 4.4.2.2, which is the claim of confidentiality, state the section, claim of confidentiality, and provide the information.

The financial proposal should be in a sealed package separate from the technical proposal and clearly identified. The offeror shall submit an original and four copies of the financial proposal as it is formatted in attachment F. The offeror shall complete the financial proposal form only as provided.
An offeror submitting proposals for more than one jurisdiction shall produce a separate financial proposal for each jurisdiction, a separate envelope and labeled with the name of the jurisdiction. I'm sorry, in a sealed and separate envelope with the name of each jurisdiction, of that jurisdiction.

So evaluations of proposals can be found in Section five. Evaluations of proposals will be performed in accordance with COMAR 21.05.03 by committee established for the purpose and based on the following criteria in order of importance. The first criteria is offeror's technical response to the requirements and work plan. It is preferred that the offeror's response to the work requirements in the RFP illustrate comprehensive understanding of the work requirements and mastery of subject matter, including an explanation of how the work will be done. Proposals which include limited responses to the work requirements such as concur or will comply will receive a lower ranking than those proposals that demonstrate an understanding of the work requirements and include...
plans of how it will meet or exceed them.

Criteria two. Experience and qualifications of proposed staff. And then the last criteria, offeror's qualifications and capabilities including proposed subcontractors. Each criterion has equal weight.

All offerors will be ranked from lowest, most advantageous, to highest, least advantageous -- and I'm sorry, moving onto financial proposal evaluation. All qualified offerors will be ranked from lowest, most advantageous, to highest, least advantageous, based on price of the technical proposal as stated in guidelines set forth in the RFP and as submitted on attachment F, which is the financial proposal.

The contract will be awarded in accordance with the competitive sealed proposals method. The State may conduct discussions with offerors that have submitted proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.
In either case the State may determine an offeror not
to be reasonable and/or an offeror’s proposal not to be
reasonably susceptible for being selected for award.
That offeror’s financial proposal will be returned if
the financial proposal is unopened at the time of
determination.

Award determination. Upon completion of the
technical proposal and financial proposal evaluation
and rankings each offeror will receive an overall
ranking. The procurement officer will recommend award
of the contract to the responsible offeror that
submitted a proposal determined to be most advantageous
considering technical factors and financial factors.
Technical factors and financial factors will have equal
weight.

In an attempt to maintain continuity of
representation to adults involved APS/APGRB cases for
the final award determinations for existing cases only
preference will be given to offerors that are current
providers that wish to keep their current cases, but do
not wish to take on new cases or were not recommended
for award of the new contract, provided that it is
determined to be in the best interest and most
advantageous to the State after the evaluation of
proposals.

And then also, just another reminder that
proposals, they're going to be due on June 6th at 1:00.
We cannot accept late proposals.

So that concludes the review of the RFP.

We're going to open up the floor to any questions that
you may have. And when you ask a question please
identify yourself and the company that you're
representing today for the record. Also, should there
be a discrepancy between any response that's provided
here today and any written response provided in the
future, the written response will prevail.

MR. SKOLNICK: Shelly Skolnick, Skolnick Law
Firm. On the documentation for the invoicing, are you
requiring that some document that the attorney
actually appear. And you explain that for the
hearings, the APS hearings. For the APGRB a document
just indicating all the cases that were heard at that
APGRB meeting?

MS. DAVIS: So APGRB is, we plan to get the documentation. So there's a sign-in sheet and the local Department of Social Services creates an agenda identifying which cases are heard. We're going to work the APGRB documentation out internally. It's when you appear in court, the place that we don't have access to at this point that we're asking that you provide that documentation.

MR. SKOLNICK: Okay.

MS. GRIMES: Meisha Grimes, Grimes Legal Group. In Baltimore County where you anticipate possibly awarding three contracts, it indicates that you would, the days for the ranking. Are the days based on the dates that the petition was filed or is it going to be based on the date that the petition will be heard?

MS. DAVIS: So in Baltimore County and Baltimore City it seems to be the most efficient to work through, in Baltimore County the trust clerk, and in Baltimore City the Magistrate's office to say, if
you get a petition and you're going to be looking for a
lawyer on this day, this who you call. Does that
answer the question?

MS. GRIMES: Yes.

MS. MALINOWSKI: A lawyer to do what, attend
a hearing or to take the case?

MS. DAVIS: Just like you guys receive phone
calls right now about cases, the same thing will
happen. Your process will not change. It's just the
Magistrate's office and the trust clerk will say, on
this day, if I need to make a phone call, this is the
firm that I call. So whatever decision process -- we
can't control what they do. We just give them
information about whose number they dial depending on
the day.

MS. MALINOWSKI: But that's in conflict with
what it says in the RFP. It says the hearing day.

MS. DAVIS: So I'm not -- so it may say the
hearing day, and we can publish a written response,
but we have to take each jurisdictions nuance into
consideration. So if the trust clerk in Baltimore
County thinks that -- I mean, the hearing dates are scheduled, you know, sort of randomly. So I think for the expedited cases you guys are asked to agree on a day. However it works best for the judiciary is how it's going to work. So nothing is going to change for you all. It's only going to change in terms of whose up to bat first on each particular day. So whatever the court decides, if they want to assign the cases, if a trust clerk wants to assign the cases according to the hearing dates, and if you're the first person, it's your day to get it, and it conflicts with whatever, your vacation that no one can be available to take it, then the same thing will happen. The number two vendor will then get the phone call. So it's just a matter of clarification so that everybody is on the same page about how the cases are going to be assigned.

MS. MALINOWSKI: So what's stated in here is not necessarily what's going to happen?

MS. DAVIS: So I would like to give the opportunity for the fine details to each jurisdiction because I can't control what the trust board does, I
can just tell them the day, or what the Magistrate's
office does. We can just tell them the day.

MS. RAWLINGS: Don't forget to identify
yourself. That was Carolyn Malinowski from MVLS.

MS. WILLIS-GRAY: We'll also take a look and
see if we may need to make some changes. Thank you.

MS. GRIMES: Just for point of
clarification. Meisha Grimes with the Grimes Legal
Group. Because the hearings are only held on Fridays,
based on my understanding of the date of filing, which
would be the start of the calendar. So if it is a
Monday petition filed in the court and that's someone's
particular day, they would call that person to give the
case based on the 50, the 30, and the 20. And then in
Baltimore County we schedule our own cases. It's just
that based on what is written it just says calendar
days. So it needs to specify the filing of the
petition, because all of the cases are going to be
currently held on Thursday unless the jurisdiction
changes something. So if it's filed on a Monday or a
Tuesday, then it's 50 percent, then whoever that
individual is, they would receive the call and then
ultimately schedule their Thursday.

    MS. DAVIS: So I understand what you all are
saying. I completely understand. I guess what I’m
saying to you all is, we’re going to do our best to
make sure that whatever day the phone call is made that
the person knows who to call first. So whether they
make the phone call on the day the petition is filed or
if it’s a practice to make the phone call the next day,
I can’t control that, right? All I can do is say the
day you pick up the phone to assign this case to
someone, to see if someone is available, whether that’s
the hearing date, the petition file date, you know, it
was meant to be sort of generic so that -- and these
are the only two jurisdictions, Baltimore City and
Baltimore County, whatever their process is is not
interrupted. They’re just receiving a daily direction
from the Department about who to call. So if the
hearing dates are scheduled, which I assume thereafter,
we’re not trying to control that. It’s just who does
the court appoint to represent on any given day a
petition that they need to provide representation for.

MS. WHARTON: Kim Wharton. This is a
question for probably Teminka. When I submit the --
when I used to submit the reports to you, there's
billing and then there's invoicing?

MS. RAWLINGS: Yes.

MS. WHARTON: So now you're saying you're
only required submit the distinct case management
system, just the invoicing cases no longer the billing?

MS. RAWLINGS: No.

MS. WHARTON: Or the reporting of the files
that we've worked on?

MS. RAWLINGS: Exactly. So your deliverables
for invoicing will go through the system, be that your
case lists as well as the invoice form, because it will
be generated through the system.

MS. WHARTON: Right.

MS. RAWLINGS: But your monthly deliverables
or your annual deliverables, those will be submitted in
paper because we're not set up yet to receive those
electronically. So any reports that you have to
provide us with will still come paper.

MS. WHARTON: And one other question. The reporting for the reports, the economic reports and the training requirements, are they now going to be annually or are they still going to be quarterly?

MS. RAWLINGS: I believe we changed those to annual reporting. But all of which is in the RFP. Just review the RFP.

MS. WHARTON: Okay.

MS. RAWLINGS: And you will have the option, however, of sending those electronically. Kind of like when you email us, you can still do that with the paper forms or even your electronic copy.

MS. WHARTON: Okay. All right. Thank you.

MS. MALINOWSKI: Carolyn Malinowski, Maryland Volunteer Lawyers Service. Ms. Davis said that on attachment DD, the certificate of attendance, that it's going to be required to be notarized. How are we to go about that, because I'm not sure that the court clerks are going to be notaries?

MS. DAVIS: I don't think I said notarized.
So I think that what we're anticipating is that it will be stamped by the courtroom clerk. You know how you have a witness who comes and they have to provide verification that they attended a hearing, they have those preprinted forms, the court clerk stamps it with a seal, that's the kind of independent documentation that the auditors are requiring that we receive.

MS. MALINOWSKI: Okay. But you can check to see what was said, notarized or not? I thought you said notarized.

MS. DAVIS: I mean, I'm pretty sure it's not notarized because not every court clerk is a notary. That would be non-sensible.

MS. MALINOWSKI: And that's going to be clarified?

MS. WILLIS-GRAY: We'll review it and publish an answer to your question.

MS. MALINOWSKI: Has this document been cleared through the court that they will participate in doing this?

MS. DAVIS: Whether the clerk's office will
stamp it?

MS. MALINOWSKI: (Nods head affirmatively.)

MS. DAVIS: That is an issue that the Department will be addressing with the judiciary.

MS. MALINOWSKI: So no, it hasn’t been cleared?

MS. DAVIS: I’m not the person making that call. So I assume that it will be. But you have the other option of also providing the court order that indicates that you were present at the hearing. If it indicates that.

MS. MALINOWSKI: They don’t.

MS. DAVIS: There are standards -- so the judiciary you know is going online with electronic documents. Whether the documents are going to include who was actually present at each hearing, I’m not sure about, whether it’s going to note that. But I assume that moving forward your court orders are all going to be uniform across the State. Not I assume. I know already they’re going to be uniform. So it may not answer that question. You may actually have to produce
the other document. Our hope is that as the judiciary
comes on line with an electronic universal system that
we'll be able to phase that part of the verification
out, that we'll be able to get that information
directly from the judiciary. But when that's going to
happen, I don't know. So this is basically a stop gap
measure so that the auditors are satisfied that there's
proof that the hearings actually took place and that
you appeared.

MS. MALINOWSKI: So on page 40 it references
the court order, ut it doesn't say what type of court
order, an order appointing counsel or a order
appointing guardian. And then under that it says
appointment order. And is that an order appointing
counsel? Because there's another thing that's titled
appointment order. I'm just confused as to --

MS. DAVIS: I'm just trying to find out where
you're looking on page 40?

MS. MALINOWSKI: Three point six point one.

MS. DAVIS: Three point six point one.

MS. MALINOWSKI: Under "A."
MS. DAVIS: Right.

MS. MALINOWSKI: It lists all the different things that you have to have.

MS. DAVIS: Uh-huh. So a court order. What else? Show cause, motion hearing, whatever the document is called that proves that you were there that day, and that there was a hearing in front of the judge, that's the court order that we're looking for, that you actually appeared. The appointment order, whatever term of art is used in each jurisdiction that is the document that says that you, Carolyn Malinowski, and Maryland Volunteer Lawyer Service has the appointment by the court to represent that client, that's what we're looking for. Identifying that the court has ordered that you show up for that hearing, and some documentation that indicates that you actually had a hearing on behalf of the client, and that you were there. So those two elements have to be satisfied no matter what the documents are called. So if on the same document it articulates that the court appointed you to represent this client, and that you had a
hearing on this day, then you would submit the one
document. If it’s done in two ways, then both
documents are required. So the point is, they want to
know that you didn’t just walk in and enter your
appearance on a case. They want to know that a judge
said for you to show up, and they also want to know
that you actually showed up.

MS. MALINOWSKI: So a hearing notice, would
that suffice, or an appointment order?

MS. DAVIS: It depends on what it says. We’re
looking for the magic words, right. Like we -- trust
me, they were in our office for months. We tried to
have this conversation. The auditors believe that
there has to be specific, detailed documentation that
you were authorized to appear on behalf of that client.
So they want to see that you have been appointed to
represent that client. We tried to explain to him,
the bench doesn’t handle these cases in that same
format in every jurisdiction. We were unable to reach
a resolution. That’s why it’s in the RFP. That’s
what’s required. There’s no way around it for us.
MR. DRAGER: My name is Arthur Drager. And I'm just trying to help clear up what sounds like a little confusion on this. The statement was made by I think Ms. Davis before that if a case is resolved we're not -- we, the State, aren't going to penalize the providers and they'll still get paid. Now, there are cases a provider goes out, interviews the patient, may file a response, and either the case is then in some way resolved, because the patient either regains capacity, family shows up, so the petitioning attorney can dismiss the case or petition to dismiss it, or a patient dies. So then there is no court hearing. So then if there is no court hearing does that then mean that the provider will not get paid or will get paid?

MS. DAVIS: So the provider will be paid. Unfortunately, if they appear in court when the petition is withdrawn, dismissed or whatever happens to it. So it's an attempt to sort of reach a happy medium. We can't pay for something that we can't verify. And they don't mean verified. The auditors are saying not verified because you affirm that you
represented someone or that you engaged in a settlement
negotiations, and you spent however many hours. They
want independent confirmation about what happened. The
only way that I know of to do that is to show up and
say to, you know, Judge Handy, Your Honor, we've called
the matter, and we've resolved this, and the petition
is going to be filed. There's your hearing, there's
your appearance, you know, it's all resolved in that
fashion.

MR. DRAGER: So then if a patient dies, and
a facility were to dismiss the case they still have to
go to a hearing, so the vendor/provider can be paid?

MS. DAVIS: Yes. I recognize, you know, I
recognize that that's not the practical way that the
cases are handled. Unfortunately, we're required to
have some sort of independent evaluation. And that's
what we were basically instructed to -- what's required
to justify paying the money for it.

MR. DRAGER: I just had one other question.
A statement was made that you all want to see the
vendors be able to earn a living doing these cases.
And you require a minimum of six hours per case. The only way a vendor could even, in any knowing way, submit a bid would either be that their hourly rate of such and such be the bid or the vendor would need to know the volume of cases in a particular jurisdiction with a cap on the volume that they would be required to handle. In other words, I think the vendors need more information on what they’re bidding on.

MS. DAVIS: So I’m not sure what the question is. Are you asking -- what are you asking the Department to provide that would assist you in making that determination?

MR. DRAGER: Well, I guess the question would be, is it a bid based on the volume or an hourly rate? Because if it’s a minimum of six hours per case, it’s impossible to submit a blanket proposal that would be the minimum that the vendor could handle and earn a living with, or is it a bid based on an hourly rate being charged?

MS. DAVIS: And so we’re not -- it’s a fully loaded fixed unit rate. So whatever rate you used to
calculate it, I mean, you're going to have to do your best estimate. I don't think that there's anything that we can do to tell you how many cases to expect, except to give you the possible projections and to tell you how many days you potentially will be assigned in a calendar year.

MR. DRAGER: Okay.

MS. DAVIS: I don't think that we can provide you with more than that.

MR. DRAGER: Okay.

MS. SCHUBERT: But you can provide -- I'm Debra Schubert. You can provide that? I'm new to all this. So I'm trying to figure out what the work load could possibly be.

MS. DAVIS: Well, I think that --

MS. SCHUBERT: How do we handle --

MS. DAVIS: So there's an attachment in here that gives you the case projections for each jurisdiction. They're just, you know, based on some sort of calculation. We don't know at what rate the petitions will be filed, and by whom, and anything of

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that nature. But this is based on past history and projections.

MS. SCHUBERT: Okay.

MS. DAVIS: And then I believe attachment BB1 is your requested case load form. So you tell the State --

MS. WILLIS-GRAY: Attachment BB will be the projected case load.

MS. DAVIS: I'm sorry.

MS. WILLIS-GRAY: Attachment BB1 is your requested case load form where you submit how many cases you would like to receive.

MS. DAVIS: How many you would like to receive. How many you think your firm could handle during the duration of the contract. There's a one to 150 at any one time case maximum. You can have 150 cases open at any one time. But you tell us how many cases you think your firm can handle depending on how many people are going to be providing the service during the contract period.

MR. SKOLNICK: Shelly Skolnick. Back on the
invoice and documentation, the order of appointment.

If you’re a law firm with several attorneys could the
order of appointment name all the attorneys or would it
be sufficient just to name the law firm?

MS. DAVIS: It’s the firm. We have the
contract with the firm. So as long as the firm is
appointed, the auditors are not looking for the
specific name.

MR. SKOLNICK: Okay. Good. Thank you.

MS. DAVIS: Yes?

MR. KING: Barrett Kind, King Hall. Sort of
to that point. If an attorney has enough counsel
relationship with another firm would it be okay if
attorneys at that other firm were to work on any of
these cases or no?

MS. DAVIS: I think there’s a no
subcontracting clause as a part of --

MR. KING: But I wouldn’t consider that
necessarily subcontracting if they’re, if we’re co-
employees in separate firms.

MS. DAVIS: So I think we probably will have
to provide a written answer to that. I’m not sure what -- who pays Workman’s Comp, who provides malpractice insurance, and who they have an employment contract with are probably some of the fine details that would have to be ironed out. But that’s interesting. We’ll try to find an answer and publish it.

MR. KING: Thank you.

MS. WILLIS-GRAY: Yes?

MR. COMEAU: Jerry Comeau From Ria P. Rochvarg. My question is regarding the minimum requirements. The current contract did not bar using judicial law clerk time towards meeting the minimum experience requirement. If an attorney qualifies under this current contract, say in December of this year, but would not qualify under the new contract, would that attorney be qualified to be able to work under the new contract?

MS. DAVIS: So we’ll publish an answer to that. I think that we have come across this issue previously. And our directions to the providers have been that the law clerk time didn’t count. We wanted
for two years of actual in the court room, I’m a member
of the bar experience to qualify under the previous
contract and the new one moving forward. But we can
provide a written response.

MR. COMEAU: Thank you.

MS. WILLIS-GRAY: Are there any other
questions?

MS. GRIMES: Meisha Grimes, Grimes Legal
Group. For invoicing are we still invoicing all the
cases by the 20th or can we invoice them in the new
system if we have 10 here and as long as we do them all
by the 20th, can we do them together or can we invoice
them separately as long as they’re done by the 20th?

MS. DAVIS: So we anticipate that you’ll be
able to invoice them, as long as they’re invoiced by
the 20th. This system is going to be available at all
times.

MS. WHARTON: When will the system be ready?

MS. DAVIS: So we’re hoping that it’s going
to be ready in the next few weeks. So I would expect
the training to occur prior to the start of the
contract. We’re also going to be providing a manual, and also technical assistance if you need it. So if we can use it, I promise you’ll be able to use it. I mean, the technology that we sought to develop, we’ve said it needs to be as easy as going up to an ATM and putting your card in, and being able to figure it out. So it’s user friendly.

MS. SULLIVAN: Bonnie Sullivan with Maryland Volunteer Lawyers Service. I have a question about the current contract, when it ends, when the new one begins, and if the agency is, if it’s going to be a six-month or seven-month period between the end of the current contract. Are you exercising your option or are we going to be permitted to bill at the rate that we had proposed in the option years? Will there be contract extensions? What happens in the interim period between the end of our current contract and the start date I think in February?

MS. WILLIS-GRAY: We would actually need to respond to you in writing to the question.

MS. SULLIVAN: Okay.
MS. WILLIS-GRAY: Thank you.

MR. MEEHAN: Did I hear you correctly that there was no subcontracting?

MS. DAVIS: Absolutely.

MR. MEEHAN: Okay. Do you know where that is in here, roughly?

MS. DAVIS: Sorry. Bear with us while we look for it. Are there any other questions that we can answer?

MS. WILLIS-GRAY: Section 3.2.11.1.

MS. DAVIS: Could you state it a little bit louder, please?

MS. WILLIS-GRAY: Section 3.2.11.1.

MR. MEEHAN: Thank you.

MS. WILLIS-GRAY: Page 30. Any other questions?

(No response.)

MS. WILLIS-GRAY: All right. Well, thank you all for coming out again. We appreciate you coming. We hope that you all submit a proposal. And we’ll be looking forward to your responses. And I hope
you all have a great day. Also, if anybody has not had
the opportunity, if you could sign in in the back, it
would be greatly appreciated.

(Whereupon, at 2:10 p.m., the hearing
was concluded.)
CERTIFICATE OF NOTARY

I, KATHLEEN A. COYLE, the officer before whom the foregoing testimony was taken, do hereby certify that the witness whose testimony appears in the foregoing transcript was duly sworn by me; that the testimony of said witness was taken by me by stenomask means and thereafter reduced to typewriting by me or under my direction; that said testimony is a true record of the testimony given by said witness; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this testimony is taken; and, further, that I am not a relative or employee of any attorney or counsel employed by the parties hereto, nor financially or otherwise interested in the outcome of the action.

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