

STATE OF MARYLAND
DEPARTMENT OF HUMAN SERVICES
SOCIAL SERVICES ADMINISTRATION
OFFICE OF ADULT SERVICES
PRE-PROPOSAL CONFERENCE

INVITATION FOR BIDS (IFB)
IN-HOME AIDE SERVICES
IFB NUMBER SSA/IHAS-21-001-S

WEDNESDAY, MAY 5, 2021
1:00 P.M.
(Remotely via Google Meet)

Maryland Department of Human Services
31 West Saratoga Street
Baltimore, Maryland 21201

PRESENT FROM MARYLAND DEPARTMENT OF HEALTH:

HENRY THORSTRATEN
DEBORAH WILBURN
DORINDA ADAMS
RUFUS BERRY
SANG KANG
GREG SESEK
ARETHA ECTOR

VENDORS PRESENT:

PATSY JONES, A Better Alternative Nursing Agency
AL SIMONS, Specialty Care Services
CHRISTINA ABANGE, Love One Home Healthcare
ROBIN PEAKE, First Light Home Care
ELIZABETH WEGLEIN, Elizabeth Cooney Personal Care
JOSEPH EDJOA, Candid Home Healthcare Services
ALYSON PROCTOR, Abraham Healthcare
ABIODUN ONABIYI, Abraham Healthcare
ALLISON KELLY, Days Ahead In-Home Care
EZRA LULANDALA, Compassionate Home Nursing Care
E. NAWANKO
CLARICE WOOD, Home Helpers Home Care
BIANCA THOMPSON WISE, Home Helpers Home Care
MARY CERVENY, Visiting Angels
REBECCA SHIPE, Visiting Angels
GLADYS WALLACE, Blessing Home Healthcare
DEBBIE DAVIS
ASHLEY HOWE, Comfort Keepers
DEPINA HODGE, Comfort Keepers
DESCHELL COLLINS, SHORE UP! Inc.
DEBBIE JAY, ProCare Home Health
EILEEN MCLAUGHLIN, Right at Home
GODFREY ESOCHAGI, Dependable Services Group
Able Healthcare
JASON HAFER, Home Centris Healthcare
JESTINA JALLOH-JAMBORIA, Shalom Nursing Care
LEKEL EBB, Well Managed Care
Royal Home Care
OLAYINKA AKERELE-OLUFIDIPE, Crown Hills
AJAY GANDHI, Capital Home Care
IDRIS ABOLURIN, Kadris Health Care Services
DAVE RILEY, Always Best Care (ABCUC, LLC)
P-B Health Home Care Agency
PAMELA MCMICHAEL, Trustworthy Staffing Solutions
GRACE BASSEY, Trustworthy Healthcare
MICHELLE ADDISON, Wellsprings Home Health Care
RITA PACH, First Choice Health
TIANA WOODBRIDGE, Karen for Kids
AKIN AFOLABI, Precious Hearts Companion Care
ALEXANDRA BOURSIQUOT, Nurses for Care, Inc.

REPORTED BY: DEBORAH B. GAUTHIER, Notary Public

1 P R O C E E D I N G S

2 MR. THORSTRATEN: All right. It's 1:05. I
3 have started recording this meeting already. Good
4 morning. Welcome to the pre-proposal conference for
5 the In-Home Aide Services Invitation for Bids. My name
6 is Henry ThorStraten, and today we will present
7 information about the IFB, and we will also try to
8 answer any questions that you may have concerning this
9 IFB. Please note that this conference is being
10 recorded and being transcribed by Hunt Reporting
11 Company. When asking questions, please state your name
12 and the name of your company for the record. A
13 transcript of this conference will be available on
14 eMaryland Marketplace Advantage and also added to the
15 DHS website. Please keep yourself muted unless
16 identifying yourself during roll call or asking a
17 question after being called on, so that everyone can
18 hear during the meeting. Let's begin the conference
19 with introductions. I will begin with the DHS Staff
20 and let them introduce themselves. Then I will call on
21 everyone in the meeting attendee list. Again, I am

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1 Henry ThorStraten. I'm am part of DHS Procurement, and
2 I am the Procurement Officer for this solicitation.
3 Dorinda Adams, will you introduce yourself please?

4 MS. ADAMS: Certainly. Thank you, Henry.
5 Hello everyone. I'm Dorinda Adams. I am the Director
6 of the Office of Adult Services, which is part of the
7 Social Services Administration within the Department.
8 Thank you.

9 MR. THORSTRATEN: Thank you. Greg SeseK,
10 will you introduce yourself please?

11 MR. SESEK: Thank you, Henry. Good afternoon
12 everyone. Greg SeseK here from the Department of Human
13 Services, Office of Adult Services. I serve as the
14 Programs Manager. Thank you.

15 MR. THORSTRATEN: Okay. Deborah Wilburn.

16 MS. WILBURN: Good afternoon everyone. My
17 name is Deborah Wilburn. I'm the Program Supervisor
18 and the In-Home Aide Program Specialist. Nice to meet
19 everyone.

20 MR. THORSTRATEN: Okay. Aretha Ector is an
21 AAG. She will be joining us. I'm not sure she's here

1 yet. Aretha, are you with us yet?

2 (No response.)

3 MR. THORSTRATEN: Okay. She'll be joining us
4 in a little bit. Kenneth Jessup.

5 MR. JESSUP: Good afternoon everyone. My
6 name is Kenneth Jessup. I am the Program Manager for
7 the Hiring Agreement Program, Department of Human
8 Services. Thank you.

9 MR. THORSTRATEN: You're welcome. Rufus
10 Berry.

11 MR. BERRY: Good afternoon everyone. My name
12 is Rufus Berry. I'm also from the Procurement Office
13 here at DHS.

14 MR. THORSTRATEN: Okay. And Sang Kang may be
15 with us.

16 (No response.)

17 MR. THORSTRATEN: Okay. Now I'm going to
18 call on the rest of the attendees, since there are so
19 many of you, which is great. Please be patient. Only
20 one representative of each organization needs to speak
21 at this time. Please state your name and the name of

1 your organization and give a quick description of the
2 type of service that you provide, like a sentence or
3 two. Okay. I'm going to need to turn to the side to
4 read the list. Someone from Home Helpers.

5 MS. WISE: I am Bianca Wise with Home Helpers
6 Home Care of Baltimore. We provide nonmedical in-home
7 care, private duty one-on-one. We also provide a
8 comprehensive approach with personal emergency response
9 devices. We also provide meal delivery service and
10 daily wellness checks as well to support seniors in the
11 community.

12 MR. THORSTRATEN: Thank you. Mr. or Ms.
13 Christina.

14 MS. ABANGE: Hello. Hi. My name is
15 Christina Abange. I am the Nursing Director of Loved
16 One Home Healthcare. We are a medical and nonmedical
17 home care agency, so we do provide skilled nursing
18 services and non-skilled (indiscernible) assistance.
19 We do companionship; we do respite care; and we do PT,
20 OT; and also we do wound care services.

21 MR. THORSTRATEN: Thank you. Mr. Al Simons.

1 MR. SIMONS: Hi. My name is Al Simons. I'm
2 the managing member for Specialty Care Services. We're
3 an RSA Level 3 agency, and we provide services
4 throughout the Montgomery County, Maryland area.

5 MR. THORSTRATEN: Thank you. Someone from
6 Days Ahead In-Home Care.

7 MS. KELLY: Hi. I'm Allison Kelly. I'm
8 from Days Ahead In-Home Care. We provide personal and
9 companion care services. We are a Level 1, and we're
10 looking to get our skilled nursing.

11 MR. THORSTRATEN: Thank you. Ms. Ashley
12 Parker from Comfort Keepers.

13 MS. PARKER: Hi. My name's Ashley. I'm with
14 Comfort Keepers, and we provide in-home care services
15 for seniors and disabled adults here on the Eastern
16 Shore, and we provide companion care, personal care,
17 and medication management.

18 MR. THORSTRATEN: Thank you. Someone from
19 Blessing Home Care.

20 MS. WALLACE: Hi. Good afternoon. My name
21 is Gladys Wallace. I'm from Blessing Home Care. I'm

1 the General Director. We are an RSA Level 3. We're
2 joint commission accredited. We've been servicing
3 Montgomery County, Washington County, Cumberland, Anne
4 Arundel, and Baltimore for the past seven years. We do
5 wound care, companionship, and also personal care
6 services.

7 MR. THORSTRATEN: Thank you. I also have a
8 B. Wise from Home Helpers Home Care. They already
9 spoke, so only one person from each organization needs
10 to speak, so I'll move on to Ms. or Mr. D. Collins for
11 Shore Up.

12 MS. WILBURN: Henry, I have in the chat,
13 Deschell Collins, Project Director from SHOREUP! Inc.,
14 and they offer residential services. They provide in-
15 home aide services that includes personal care, chore
16 services, and respite care.

17 MR. THORSTRATEN: Thank you, Deborah. Debbie
18 Jay with ProCare Home Health.

19 (No response.)

20 MR. THORSTRATEN: Okay. Ms. Eileen
21 McLaughlin.

1 MS. MCLAUGHLIN: Good afternoon everybody.
2 My name is Eileen McLaughlin, and I'm with Right at
3 Home. We are licensed through -- we have an RSA
4 license through Level 2. We are currently providing
5 services under the IHAS Contract in many areas across
6 the State, and I am representing Washington County,
7 Frederick County, Carroll County, and Howard County,
8 Maryland today. Nice to see you all.

9 MR. THORSTRATEN: Thank you. And I have
10 someone just listed in their e-mail address --

11 THE REPORTER: I'm getting a lot of feedback
12 from somebody.

13 MR. THORSTRATEN: Okay. I have someone in
14 the e-mail just listed as Godfrey.

15 MR. ESOCHAGI: Yes. Good afternoon. My name
16 is Godgrey Esochagi. I'm from Dependable Services
17 Group, and we provide services in the elderlies' homes
18 throughout Baltimore. We have been in business for the
19 past 20 years.

20 MR. THORSTRATEN: Thank you. Ms. Heather
21 Hartman.

1 (No response.)

2 MR. THORSTRATEN: Okay. We'll move on to
3 Able Healthcare.

4 ATTENDEE: This is (indiscernible). I'm the
5 Director here at Able Healthcare. We are -- we offer
6 residential staffing services, in-home companion and
7 respite care as well out of the -- well, mainly the
8 Baltimore, Maryland area.

9 MR. THORSTRATEN: Abraham Health.

10 ALLISON: Hi. This is Allison from Abraham
11 Healthcare. We are an in-home aide service agency in
12 the Baltimore area.

13 MR. THORSTRATEN: Thank you. Someone from CH
14 Nursing Care.

15 MR. LULANDALA: This is Ezra Lulandala with
16 Compassionate Home Nursing Care, and we are a Level 2
17 RSA, and we also have an RSA-Other, which provides
18 complex care as well as physical therapy throughout
19 Frederick and the Baltimore area.

20 MR. THORSTRATEN: Thank you. Mr. Jason Hafer
21 with HomeCentris.

1 MR. HAFER: Yes. My name is Jason Hafer.
2 I'm with HomeCentris Healthcare. We have a Level 2 RSA
3 with five offices across the State, in addition to
4 Medicare-certified skilled home help and visiting
5 primary care functions throughout the State as well.
6 Thank you.

7 MR. THORSTRATEN: Thank you. Ms. Jestina
8 Jalloh-Jamboria.

9 MS. JALLOH-JAMBORIA: Hi. My name is Jestina
10 from Shalom Nursing Care. We do provide both skilled
11 and non-skilled services in the State of Maryland. We
12 cover basically PT, OT, aide services, respite care in
13 Maryland. Thank you.

14 MR. THORSTRATEN: You're welcome. Ms. June
15 with Visiting Angels.

16 MS. SHIPE: Hi. I'll be speaking for
17 Visiting Angels. I'm Rebecca Shipe, one of the Nursing
18 Managers. We are currently a Level 2 RSA, and we have
19 20 years of experience. We have three offices in the
20 State of Maryland, as well as an office in D.C.,
21 Medicaid certified, and a current vendor for both

1 Montgomery Respite and Montgomery IHAS.

2 MR. THORSTRATEN: Thank you. Kadris Health.

3 MR. ABOLURIN: Yeah. My name is Idris
4 Abolurin. I offer services home health and respite
5 care for over 11 years. We are currently
6 (indiscernible) and I'm here to represent the
7 organization. Thank you.

8 MR. THORSTRATEN: You're welcome. Ms. Ebb
9 from Well Managed Care.

10 MS. EBB: Hi. My name is Lekel Ebb. I am
11 the owner of Well Managed Care. We are a nurse
12 referral agency and we provide in-home services for
13 seniors and individuals with disabilities, and we're
14 located in Prince George's County. Thank you.

15 MR. THORSTRATEN: Thank you. There's also a
16 (indiscernible) from SHOREUP, which already spoke. Did
17 I interrupt somebody who was speaking?

18 (No response.)

19 MR. THORSTRATEN: MBJ Energy (phonetic).

20 ATTENDEE: Hi. Good afternoon. My name is
21 Ennie (phonetic) representing Royal Home Care, and we

1 are a home care service provider in Maryland medical
2 and nonmedical home service and specializing also in
3 post-surgery care. We also operate an assisted living
4 facility in Anne Arundel County. It's a pleasure to be
5 here. We're also Medicaid certified.

6 MR. THORSTRATEN: Okay. Thank you. Crown
7 Hills.

8 DR. AKERELE: Yes. Good afternoon. Can you
9 hear me?

10 MR. THORSTRATEN: Yes.

11 DR. AKERELE: Okay. My name is Dr. Olayinka
12 Akerele, and I'm representing Crown Hills. We are --
13 we provide home health services in Maryland and
14 Pennsylvania for nursing and doctor services, both for
15 juveniles and adults. We are a Level 3 RSA. We
16 provide in-home care for adults and pediatrics, full
17 private duty, chores, skilled nursing, personal care,
18 and medication management. And we are located in
19 Baltimore County, but we service all of Maryland.

20 MR. THORSTRATEN: Thank you. Ms. Robin
21 Peake.

1 MS. PEAKE: Good afternoon everyone. My name
2 is Robin Peake. I'm the owner of FirstLight Homecare
3 of Bowie. We are a nonmedical in-home care agency. We
4 provide our services to seniors, veterans, and
5 individuals with disabilities, and are also currently a
6 vendor for the Prince George's County Respite Program.
7 Thank you for the invitation.

8 MR. THORSTRATEN: You're welcome. Royal Home
9 Care; didn't they speak already? If not, you can speak
10 now.

11 (No response.)

12 MR. THORSTRATEN: Okay. ABCUC. I'm sorry.
13 Go ahead.

14 MR. BERRY: I'm just going to ask everyone,
15 if you're not speaking, can you please mute your phone?
16 Henry, I think you can mute them manually.

17 MS. WILBURN: Yes. The phone number ending
18 in 96, if you could start mute. Thank you.

19 MR. THORSTRATEN: Great. And ABCUC, and then
20 HE (phonetic) Agency.

21 (No response.)

1 MR. THORSTRATEN: Capital Home Care.

2 MR. GANDHI: Hi. My name is Ajay Gandhi.
3 I'm the Director of Care Services with Capital Home
4 Care. We are an RSA 2 agency. Thank you for the
5 invite. We serve the Baltimore County and PG County
6 area with IHAS programs, and we serve -- we do
7 medication management as well, other than the
8 nonmedical services.

9 MR. THORSTRATEN: Thank you. And the person
10 who also started to speak?

11 MR. RILEY: Hello. Yeah. This is Dave Riley
12 with Always Best Care, ABCUC, LLC. Can you hear me?

13 MR. THORSTRATEN: Yes.

14 MR. RILEY: Okay. Yes. We are a Level 2 RSA
15 provider in the State of Maryland. We're currently
16 part of the IHAS Program. We have a Veterans
17 Administration Solicitation Agreement, and we're
18 Medicaid certified. We provide services in Baltimore
19 City, Baltimore County, Harford County, and Cecil
20 County. Thanks for having us today.

21 MR. THORSTRATEN: Sure. Alberta (phonetic)

1 with ABA Stay Home.

2 MS. JONES: Hi. No, this isn't Alberta. I
3 don't know if you can see me, but anyway good evening
4 everyone. This is A Better Alternative Nursing agency.
5 We are a Level 3 RSA, and we service the entire State
6 of Maryland (indiscernible) -- we do veterans
7 contracts, medication (indiscernible) and all types of
8 other services.

9 MR. THORSTRATEN: Bailey with P-B Health.

10 ATTENDEE: Yeah. Hi. I want to speak for
11 Mr. Bailey. My name is Ana (indiscernible) . I'm the
12 Finance and Administrative Operations Manager here at
13 P-B Health Home Care Agency. And in addition to
14 providing private-duty services, we're also Medicare
15 and Medicare certified and provide, you know, skilled
16 nursing and therapy, medical social work, and home
17 health aides. And we have been around in excess of 30
18 years, and we service the areas of Baltimore City,
19 Baltimore County, Anne Arundel, and Howard County.
20 Thank you.

21 MR. THORSTRATEN: You're welcome. I may have

1 skipped over one. Ashley Howe with Comfort Keepers.

2 (No response.)

3 MR. THORSTRATEN: Okay. Trustworthy
4 Staffing. Remember to unmute yourself if you're
5 talking.

6 (No response.)

7 MR. THORSTRATEN: P-B Health; I believe we
8 heard from them. We did. Okay. David Obama for --

9 MS. EDJOA: Yes. Hello. This is Josepha
10 Edjoa. I hope you're hearing me.

11 MR. THORSTRATEN: Yes.

12 MS. EDJOA: Okay. My name is Josepha Edjoa.
13 I am the Director of Nursing with Candid Home Health
14 Care Services. We are a Level 3 RSA. We have a Level
15 3 RSA license, and we are serving clients in the CFC
16 Program in the Maryland area. We serve seniors and
17 disabled citizens in their homes, and we have been
18 operating since 2008, and we are in the Silver Spring
19 area. That's our location.

20 MR. THORSTRATEN: All right. Thank you.

21 MS. MCMICHAEL: Hello. This is Pamela

1 McMichael of Trustworthy Staffing. I'm sorry. I
2 couldn't unmute my phone.

3 MR. THORSTRATEN: That's okay.

4 MS. MCMICHAEL: I am the President and owner
5 of Trustworthy Staffing Solutions. We service the
6 Baltimore City, Baltimore County, and Howard County
7 areas. Currently, I am serving the In-Home Aide
8 Program of Baltimore City. We are Medicaid certified,
9 and we are RSA Level 3. Thank you.

10 MR. THORSTRATEN: You're welcome. At this
11 time, would Adonai like to speak?

12 (No response.)

13 MR. THORSTRATEN: Okay. Ms. Depina Hodge,
14 Comfort Keepers. I think we already heard from them.
15 Ms. Elizabeth Weglein.

16 MS. WEGLEIN: Hi. Elizabeth WeGlein on
17 behalf of Elizabeth Cooney Personal Care, and we are a
18 Level 3 Residential Service Agency. Thank you.

19 MR. THORSTRATEN: You're welcome. And I have
20 info@twhri.com.

21 (No response.)

1 MR. THORSTRATEN: Okay. Homecentris.com.

2 MR. HAFER: We already spoke. Thank you.

3 MR. THORSTRATEN: Okay. Mr. John Thomas, 88
4 hundred (phonetic).

5 (No response.)

6 MR. THORSTRATEN: Ms. Lisa Height-Gross.

7 (No response.)

8 MS. BASSEY: Good afternoon.

9 MR. THORSTRATEN: Yes, you're very quiet.
10 Who is this?

11 MS. BASSEY: This is Grace Bassey,
12 Trustworthy Healthcare. Sorry, I couldn't unmute
13 myself.

14 MR. THORSTRATEN: Okay.

15 MS. BASSEY: We are a Level 2 RSA agency.
16 We've been operating since 2005, and we are currently
17 the one doing in-home health for the PG County.

18 MR. THORSTRATEN: All right. Thank you.
19 Thank you. Precious Hearts.

20 (No response.)

21 MR. THORSTRATEN: Capital Home Care.

1 MR. GANDHI: Yes, we just spoke.

2 MR. THORSTRATEN: Thank you. I'm sorry. I'm
3 going through the e-mails and I can't always tell who
4 I've called on.

5 MR. GANDHI: No problem.

6 MR. THORSTRATEN: I think I called on this
7 person, S-L-U-B-E-R at rhnp.net (phonetic).

8 (No response.)

9 MR. THORSTRATEN: Okay. JPS Health Services.

10 (No response.)

11 MR. THORSTRATEN: And then, lastly
12 (indiscernible).

13 (No response.)

14 MR. THORSTRATEN: Okay. That's everyone I
15 have in the Google e-mail list. If anyone else is
16 here, and I'm sure there are people here, would you
17 please mention -- raise your hand or mention yourself
18 in chat or just chime in and tell us who you are.

19 MS. ADDISON: Hello everyone. My name is
20 Michelle. I'm the owner of Wellspring Home Healthcare.
21 We are a new agency. We are a Level 3, and we provide

1 in-home services, skilled nursing services, physical
2 therapy, and occupational therapy. Thank you.

3 MR. THORSTRATEN: All right. Thank you.
4 There were some hands raised. It's hard for me to
5 monitor that while I'm doing it on my end. Is there
6 anyone else who can monitor that more easily?

7 MR. BERRY: I'm monitoring it as well.

8 MR. THORSTRATEN: Okay. I see them now. I
9 got to it. Yes, I'll go ahead and call through this
10 list or are you going to do it, Rufus?

11 MR. BERRY: That's fine. If you can monitor
12 it, that's fine.

13 MR. THORSTRATEN: Yeah, I don't mind. I'll
14 call them. The first hand that I see raised is Ms.
15 Tiana Woodbridge.

16 (No response.)

17 MR. BERRY: You want me to take it?

18 MR. THORSTRATEN: Yeah. Go ahead, Rufus.
19 You take it.

20 MS. PACH: Hi. My name is Rita, and -- hi
21 everybody. My name is Rita, and I'm the owner of First

1 Choice Health. We are a Level 3 RSA and we currently
2 cover all of Maryland. We're in Baltimore County on
3 Main Street. We service patients for companionship,
4 wound care, private duty, post-surgical care, and,
5 again, we service all of Baltimore County, and we're
6 Medicaid certified.

7 MR. THORSTRATEN: Thank you.

8 MR. BERRY: Debbie, you had your hand raised.

9 MR. THORSTRATEN: Yes, I'm sorry, Rufus. I
10 interrupted you. You can go ahead and call on people.

11 MR. BERRY: That's fine. Debbie, you had
12 your hand raised?

13 THE REPORTER: I am getting a lot of
14 feedback. Yes, I am getting a lot of feedback.
15 Please, if you're not speaking, please mute your
16 microphone.

17 MR. THORSTRATEN: Okay. Thank you. Ms.
18 Claire (sic) -- I'm just going by the hands I see
19 raised. Ms. Claire (sic) Wood.

20 MS. WOOD: Can you hear me?

21 MR. THORSTRATEN: Yes, I can see you.

1 MS. WOOD: Hi, I'm Clarice Wood from Home
2 Helpers Home Care. We service the Montgomery County
3 region. We're an RSA Level 1, and we do personal care
4 and companionship, wellness calls, 24-hour monitoring,
5 meal and nutrition planning. We look forward to
6 hearing the plan for today. Thank you.

7 MR. THORSTRATEN: You're welcome. Mary
8 Cerveney.

9 MS. CERVENY: Hi. I'm Mary Cerveney, and I am
10 the Client Services Manager with Visiting Angels.

11 MR. THORSTRATEN: Okay. You dropped out a
12 little bit. Would you mind repeating that for us
13 please?

14 MS. CERVENY: Sure. I'm Mary Cerveney from
15 Visiting Angels, and I'm the Client Services Manager.

16 MR. THORSTRATEN: Great. Thank you. And
17 then the last hand I see was from Precious Hearts.

18 (No response.)

19 MR. THORSTRATEN: Okay. If there's anyone
20 else who needs to introduce themselves, they can just
21 go ahead.

1 MR. BERRY: I believe there's one more hand
2 that's raised.

3 MS. WOODBRIDGE: Hello. Can you hear me?

4 MR. THORSTRATEN: Yes. Go ahead.

5 MS. WOODBRIDGE: Hi. I'm Ms. Tiana
6 Woodbridge. I'm the Director of Operations with Caring
7 for Karen for Kids Pediatric Nursing Agency. We're
8 located in Lanham, Maryland. We provide private-duty
9 nursing services for medically fragile children in
10 their homes as well as schools. Many of our patients
11 have G-tubes, trachs, menometers, IVs. We send skilled
12 nurses only to work with the patients in their homes.
13 All of our nurses are LPNs and Rns. And we've been in
14 business for 14 years. We practice in PG County,
15 Montgomery County, Charles County, Anne Arundel County,
16 and all across the Maryland region as well. Thank you
17 for the invite.

18 MR. THORSTRATEN: You're welcome. Okay. Is
19 there anyone else?

20 MR. AFOLABI: Hello. Can you hear me?

21 MR. THORSTRATEN: Yes. Go ahead.

1 MR. AFOLABI: This is Akin Afolabi. I'm the
2 administrator of Precious Hearts Companion Care. We
3 provide skilled nursing, personal care, chores,
4 respite, companion care, and medication management for
5 Baltimore City, Baltimore County, and Howard County
6 with the IHAS and the Community (indiscernible)
7 program. Thank you.

8 MR. THORSTRATEN: You're welcome. Anyone
9 else?

10 (No response.)

11 MR. THORSTRATEN: Okay. At this point, I'll
12 do a reminder. There will be opportunities for
13 questions at two times, as stated in the agenda, after
14 Section 3 is read and then after Section 6 is read,
15 which is the last section. The opening remarks now
16 will be made by Dorinda Adams, Director of the Office
17 of Adult Services, SSA.

18 MS. ADAMS: Thank you, Henry, and, again,
19 welcome to everyone. I have the privilege of opening
20 up and talking very briefly about -- and I can hear the
21 background, so please, please mute your line or I will

1 mute it for you.

2 THE REPORTER: Excuse me. I am getting a lot
3 of feedback.

4 MS. ADAMS: It's okay. I know sometimes it's
5 challenging, and I understand that, believe me, but
6 it's easy to mute your line, and it's easy to unmute
7 your line, and we can also take a breath and be
8 patient, cause we want -- we know you want to speak
9 sometimes too. So, anyway, thank you again for
10 everyone being here.

11 I have the pleasure of making this welcoming
12 statement on behalf of the Department. Our office, the
13 Office of Adult Services is the State's administrative
14 office for the Adult Protective Services Program and
15 also the programs that support Adult Protective
16 Services, which the In-Home Aide Services or IHAS
17 Program is known for. And when we look at the -- you
18 know, the services that IHAS provides across the State
19 of Maryland, we provide in-home aide services to
20 approximately 2,000 vulnerable adults every year due to
21 APS investigations. Our local Department staff

1 investigates between 6,000 to 7,000 vulnerable adults
2 every year, and that has been including during the
3 pandemic, to give you and idea.

4 Our clients can be as young as 18 and then on
5 all the way to the time that they pass on. The most
6 important thing that we're looking for in our program
7 for our vendors is to remember, and I'm sure you do,
8 that home healthcare is personalized, because it is
9 providing that personal care service which we need
10 desperately for very vulnerable adults. Sometimes, the
11 home health aide is the only person that really keeps
12 the individual in the home, you know, in their
13 community, and, as we know, everyone really wants to be
14 in their home. They want to feel safe. So I want to
15 again thank you for the tremendous work that you do
16 across our State in many different ways, and I look
17 forward to hearing about your proposals in the upcoming
18 future, so thank you.

19 MR. THORSTRATEN: Thank you very much,
20 Dorinda. Now I will present Section 1 of the IFB, the
21 Minimum Qualifications. I'm not going to be reading

1 every word of the IFB. That would take all day. But
2 feel free to ask questions about any part, whether or
3 not I read it.

4 To be considered responsive, the Bidder must
5 document in his Bid that it satisfies the following
6 Minimum Qualifications: The Bidder shall possess two
7 years' experience within the last five years performing
8 in-home aide or personal assistance services to adults
9 with disabilities. Experience of the Bidder's
10 Registered Nurse may be considered to meet the two
11 years of experience. As proof of meeting this
12 requirement, the Bidder shall provide two reference
13 letters from clients with its Bid attesting to the
14 Bidder's or Bidders Registered Nurse's capabilities.
15 Each reference letter shall be from a client for whom
16 the Bidder or the Bidder's Registered Nurse has
17 provided goods and services within the past five years
18 and shall include the following information: name of
19 the client organization; the name, title, telephone
20 number, and e-mail address of point of contact for the
21 client organization; and the value, type, duration, and

1 description of the goods and services provided.

2 The Bidder shall be licensed by the State of
3 Maryland's Department of Health's Office of Health Care
4 Quality, OHCQ, at the time of Bid submission, showing
5 that it is certified as one or more of the following:
6 a Home Health Agency, HHA; Residential Service Agency,
7 RSA; or Nursing Referral Agency, NRA. As proof of
8 meeting this requirement, the Bidder shall provide
9 copies of its licenses with the Bid.

10 Those are the Minimum Qualifications of this
11 IFB. Now Deborah Wilburn, Program Supervisor, will
12 present Section 2, Contractor Requirements: Scope of
13 Work. And then after her, Greg Seseck, Program Manager,
14 will present Section 3, Contractor Requirements:
15 General.

16 MS. WILBURN: Thank you, Henry.

17 MR. THORSTRATEN: You're welcome.

18 MS. WILBURN: I will start with Contractor's
19 requirements and Scope of Work. The Maryland
20 Department of Human Services (DHS) Social Services
21 Administration (SSA) Office of Adult Services

1 (OAS) intends to award multiple Contracts to qualified
2 vendors for the provision of In-Home Aide Services
3 (IHAS). IHAS involves Personal Care, Chore Services,
4 Respite Care, and Nursing Evaluation/Supervision via
5 the Local Departments of Social Services, LDSS, for the
6 purpose of maintaining or restoring health to the
7 clients.

8 Services to be provided under this Contract
9 will be for a five-year base period. An amendment was
10 posted to the eMaryland Marketplace Advantage, eMMA,
11 and the DHS website, which revised the stated five-year
12 term. The anticipated duration of services to be
13 provided under this Contract will be January 1st, 2022
14 and ending on or about December 31st, 2026.

15 A Bidder can propose to serve more than one
16 jurisdiction, however a separate Financial Bid Form,
17 Attachment B-1, and Transmittal Page, Appendix 11 must
18 be submitted for each jurisdiction it proposes to
19 serve. The Bidder's home or field office must be
20 within 40 miles of the farthest point of the
21 jurisdictions seeking to serve. The Bidder's office

1 does not need to be within the jurisdictions upon which
2 they are bidding. The Bidder's office does not need to
3 be in Maryland.

4 A Bidder, either directly or through the
5 subcontractors, must be able to provide all goods and
6 services and meet all of the requirements requested in
7 this solicitation, and the successful Bidder, that is
8 the Contractor, shall remain responsible for Contract
9 performances regardless of the subcontractor's
10 participation in the work. A Contract award does not
11 ensure a Contractor will receive all or any State
12 business under the Contract.

13 Background and Purposes. IHAS is a program
14 of the OAS under the SSA and mandated by the Annotated
15 Code of Maryland, Human Services Article, Section 6-501
16 through Section 6-505. The purpose of the program is
17 to provide services to individuals who are eligible and
18 have a functional disability as defined in the
19 Regulations. Individuals who cannot perform activities
20 of living, such as dressing, bathing, eating,
21 toileting, et cetera, without assistance. The services

1 are provided -- services provided are intended to
2 prevent or reduce the incidence or length of
3 institutional placement; prevent or reduce the length
4 of out-of-home placement for children; prevent abuse,
5 neglect or exploitation of vulnerable adults; and
6 promote safety, stability, and self-sufficiency.

7 Responsibilities and Tasks, under Staffing.
8 The Contractor shall employ at least one Registered
9 Nurse and five Certified Nursing Assistants throughout
10 the life of the Contract. The Registered Nurse must
11 supervise the CNAs. The Contractor shall insure that
12 the Registered Nurse and the CNAs are proficient in
13 English. They must as serve as the primary and
14 consistent provider of IHAS upon being assigned the
15 client. They must perform the duties outlined in the
16 client's IHAS Personal Care Plan, See Appendix 6.

17 The Contractor must insure its staff are
18 available to provide services on weekends, as the
19 client's needs or schedule may require services on
20 Saturday or Sunday. The Contractor must also
21 substitute CNAs in the event that the CNA is absent or

1 on leave, in accordance with Section 3.11.3. The
2 Contractor shall provide its RNs and CNAs a minimum of
3 two in-service training programs annually, and those
4 trainings also must include CPR training.

5 The Contractor shall identify a liaison to
6 work with each LDSS IHAS Supervisor in order to
7 communicate changes in the client's condition, health,
8 needs, circumstances, et cetera. Preferably, the
9 liaison will be the Registered Nurse or the liaison
10 will have consistent contact with the Registered Nurse
11 and be able to clearly articulate all particular
12 circumstances/issues for the Contractor's clients. The
13 liaison shall be available at least monthly, at the
14 LDSS's request, to attend meetings to discuss case
15 progress updates, IHAS Personal Care Plans, and IHAS
16 Service Plans and concerns.

17 Scope of Work. The LDSS IHAS Supervisor or
18 designee who is responsible for the day-to-day requests
19 for services and operations of the Contract within this
20 jurisdiction will request services from Contractors
21 between the hours of seven a.m. and 4:30 p.m., Monday

1 through Friday. The request may be verbal or in
2 writing via e-mail or fax. In the request, they will
3 ask the following: The type of request -- will it be a
4 new client, a current client, or quick response -- the
5 number of hours of service provided; and the type of
6 services to be provided. The Contractor shall respond
7 to the various requests within the set time frame. If
8 the Contractor does not respond to the requests by the
9 set time frame, the LDSS IHAS Supervisor or designee
10 may withdraw the request and offer the request to
11 another Contractor. For Quick Response Service
12 requests, the Contractor has one business day from the
13 time of the initial request to respond. For more
14 information about the Quick Response Service, refer to
15 Section 2.3.8. For a current client request, the
16 Contractor has two business days from the time of the
17 initial request to respond. For a new client request,
18 the Contractor has three business days from the time of
19 the initial request to respond.

20 Next section, Conditions Governing Service
21 Delivery. The Contractor -- in the event service is

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1 not provided as scheduled, the Contractor shall contact
2 the authorized LDSS IHAS Supervisor via phone in one
3 hour following the agreed upon start time to explain
4 the service failure. If the CNA, due to unfortunate
5 circumstances -- you know, things do come up -- cannot
6 render services and/or a substitute CNA cannot provide
7 the equivalent services, the LDSS IHAS Supervisor may
8 withdraw the Purchase of Service request -- may
9 withdraw the Purchase of Service Order and request
10 services from another Contractor. The Contractor shall
11 submit a Missed Service Report -- that's Appendix 7 --
12 to the IHAS Supervisor no later than five business days
13 after the unmet service order.

14 If the Contractor attempts to render service,
15 and the client is not available for service -- for
16 example they are in the hospital or not at home -- the
17 Contractor shall document the incident on their monthly
18 report and the invoice of In-Home Services Provided.
19 That's Appendix 9. The Contractor is eligible to
20 receive payment for up to one hour of the attempted
21 service. The Contractor shall submit a Missed Service

1 Report, Appendix 7, to the LDSS IHAS Supervisor no
2 later than five business days of the unmet service.

3 In the event that the Contractor declines a
4 request for service, written documentation must be
5 provided to the LDSS IHAS Supervisor within five
6 business days after declining a request for service.
7 The written documentation shall include a reason
8 explaining for the declination. The LDSS IHAS
9 Supervisor will require Contractor to submit a
10 Corrective Action Plan following three consecutive
11 declinations or three declinations within a period of
12 three months or three failures to provide service due
13 to the CNA unavailability. The Contractor shall submit
14 a CAP -- that's a Corrective Action Plan -- within the
15 time frame indicated.

16 The Contractors shall insure its CNAs and
17 RNs, in the event they observe evidence of client
18 injury or suspect the client is a victim of abuse or
19 neglect, make a report to the Contractor's supervisor.
20 The Contractor's supervisor shall notify the LDSS IHAS
21 Supervisor verbally as soon as the incident is

1 reported. Written documentation of the suspected abuse
2 or neglect or evidence of client injury shall be
3 submitted to the LDSS IHAS Supervisor no later than the
4 next business day following the verbal report.

5 The Contractor must insure that their staff
6 shall not perform the following acts. They should not
7 give a client enemas or douches; administer wound care;
8 determine the quality -- the quantity of medication the
9 client shall take or give the dosage to the client.
10 They shall not administer eye, ear, or nose drops; give
11 injections; cut toenails, fingernails, or shave a
12 client who is diabetic or hemophiliac. They should not
13 change sterile dressings; perform colostomy irrigation;
14 engage in any care of tracheotomy tube and suctioning;
15 apply heat devices; apply or administer prescription
16 medication.

17 They should not perform gastrostomy and
18 nasogastric tube feedings. They should not irrigate or
19 change catheters. They should not make judgments or
20 give advice on medical or nursing problems. They
21 should not transfer large children or adults who are

1 unable to assist with lifting. And they should not
2 take a client's blood pressure, unless this duty has
3 been delegated by an RN and the Care Plan provides
4 specific reporting parameters. The Contractor shall
5 supply all protective clothing and supplies; that is
6 gloves, masks, gowns.

7 Please note that Contractors should be aware
8 that some clients referred for service may have
9 communicable diseases. DHS is, therefore, alerting all
10 Contractors to follow the recommendations of the
11 Centers for Disease and use the Universal Precautions.
12 Universal Precautions shall be used with all clients.

13 Next section, Chore Services. Chore Services
14 are performed to decrease risk to the client. The
15 Contractor shall insure its CNAs are capable of
16 performing all of the chore services listed in the IFB.

17 Personal Care Services. Prior to initiating
18 Personal Care services, the Contractor's Registered
19 Nurse shall evaluate the IHAS client during an
20 in-person meeting with the client and the client's
21 informal support persons, the assigned CNA, and the

1 client's LDSS case worker. The Registered Nurse shall
2 complete the client's IHAS Personal Care Plan -- that's
3 Appendix 6 -- with input from the meeting participants.
4 No later than three business days following the
5 meeting, the Registered Nurse shall submit a copy of
6 the IHAS Personal Care Plan to the LDSS IHAS
7 Supervisor. Additionally, the Registered Nurse shall
8 provide ongoing evaluation of the client. See Section
9 2.3.6-A And the Contractor shall provide the following
10 Personal Care Services listed in the IFB.

11 Nursing Evaluation and Supervision.

12 Contractors shall provide nursing evaluation of a
13 client and nursing supervision of a CNA when performing
14 personal services. When performing personal services,
15 the RN, again, shall perform the duties within the
16 guidelines set forth in the Maryland Nurse Practice
17 Act, Regulation on Home Health Aides, and the Annotated
18 Code of Maryland, Health Occupations, Title 8, Nurses.
19 The nurse should also make home visits at least every
20 sixty days to assess a client's condition and supervise
21 the quality of personal care provided by the CNA. The

1 Registered Nurse shall also review the IHAS Personal
2 Care Plan; the interactions and relationship between
3 the client and the CNA. The nurse should also review
4 the CNA's performance and ability to deliver the
5 required IHAS; and the nurse should continue the need
6 for personal care services and the need for other
7 services. The nurse should also make home visits
8 whenever receiving information suggesting that there
9 has been a significant change in the client's condition
10 or as requested by the LDSS IHAS Supervisor. And,
11 lastly, the Registered Nurse shall submit a new or
12 updated IHAS Personal Care Plan after each home visit
13 and assessment.

14 When providing nursing supervision of a CNA,
15 the Registered Nurse shall provide personal care
16 instructions, demonstrate any needed skills to the CNA,
17 including proper use of protective equipment and
18 supplies, and receive a correct return demonstration of
19 the procedures from the CNA. If the CNA is unable to
20 provide a correct return demonstration, the RN shall
21 assign another CNA who could correctly perform the

1 procedure.

2 The RN shall provide instructions and
3 demonstrations prior to any CNA providing personal care
4 to the client whenever there is a change in the
5 personal care Services provided to the client or the
6 Registered determines it is necessary based on changes
7 in the client's condition, needs, or standards of care.
8 The Registered Nurse shall conduct a home visit within
9 sixty days following the initial visits starting at
10 least every sixty days following the initial visits
11 thereafter and whenever the Registered Nurse determines
12 that there is a significant change in the personal care
13 the CNA is providing, requiring a new demonstration of
14 corrective procedures.

15 Next section, Respite Care. Respite Care
16 involves supervising an adult with a disability in the
17 absence of their regular caregiver. Prior to the
18 initiation of Respite Care, the Contractor's Registered
19 Nurse shall evaluate the IHAS client during a joint
20 meeting with the client, the assigned CNA, the client's
21 LDSS case worker and the caregiver/informal support

1 persons. The CNA shall not leave the client's home
2 until the client's caregiver resumes care of the
3 client.

4 Next section, Record Keeping. The Contractor
5 shall retain and maintain the following records and
6 documents for a period of no more -- no less -- I'm
7 sorry -- no less than three years after the date of the
8 final payment, in accordance with the regulations. For
9 every client, there needs to be Appendix 4, which is
10 the 525-A IHAS Service Plan; Appendix 5, Purchase of
11 Services Order; Appendix 6, 525-B IHAS Personal Care
12 Plan; Appendix 7, Missed Service Report; Appendix 8,
13 IHAS Aide Case Monthly Report; Appendix 9, 503 Monthly
14 Report and Invoice of In-Home Aide Services Provided;
15 Appendix 10, SSA-516 Monthly In-Home Aide Direct
16 Services Report; Appendix 14, In-Home Aide Service One
17 Time Only Referral and Service Plan; and the Medical
18 Record. The medical record should include copies of
19 any correspondence or information obtained concerning
20 each client's health, medical condition, or treatment.
21 Following the three-year period, the Contractor shall

1 purge the documents.

2 Next section, Contractor Monitoring. State
3 Contract Monitors who are the sole point of contact of
4 the Contract shall monitor the Client and Family
5 Satisfaction Surveys -- that's Appendix 15 -- and the
6 LDSS Satisfaction Surveys, Appendix 16, annually. The
7 LDSS IHAS Supervisor shall monitor the service delivery
8 and deliverables quarterly. Contractors shall comply
9 with all processes and requests made by the State
10 Contract Monitor or designee in conducting monitoring
11 oversight activities during the term of the Contract.
12 The Contractors shall allow State Contract Monitors or
13 designee staff to complete scheduled and unscheduled
14 site visits, as appropriate, to assess performance,
15 Contract compliance, and report on delivery of services
16 required under this Contract.

17 Deliverables. Contractors shall submit the
18 reports to the appropriate LDSS IHAS Supervisor no
19 later than the 15th business day of each month for the
20 previous month's activities, unless stated otherwise.
21 In the Deliverables Summary Table, you will see copies

1 of the reports that will need to be entered the DHS
2 Information System being utilized at the time of that
3 Contract. That includes, Appendix 4, 5, 6, 7, 8, 9,
4 10, and 14, and also Contractors' letterhead -- monthly
5 invoice submitted on the Contractor's letterhead.
6 Failure to submit all reports required may result in
7 reduction or withdrawal of a Contract payment or
8 suspending new referrals. The LDSS IHAS Supervisor may
9 request a Corrective Action Plan, a CAP, from a
10 Contractor if any report is 60 days in arrears.

11 Performance Measures. Each Bidder who
12 receives a Contract under this IFB will receive a
13 performance score for each jurisdiction for which it is
14 to provide services. The Department will take an
15 average of the performance scores from each
16 jurisdiction, and the average score across all
17 jurisdictions will be the performance score for the
18 Contractor for that quarter. If a Contractor does not
19 provide services in a particular jurisdiction and also
20 did not decline to provide services in that
21 jurisdiction, there will be no performance score for

1 that jurisdiction for that quarter.

2 All quarterly performance scores for each
3 jurisdiction will be based on the following three
4 performance measures: First, Service Delivery; second,
5 Deliverables, third, Satisfaction Surveys, and will be
6 weighted as shown in Chart A. Sixty percent of the
7 weight of the performance measure is devoted to home
8 service delivery; 30 percent of the weight of the the
9 performance measure is devoted to deliverables; and 10
10 percent of the weight of the performance measure is
11 devoted to satisfaction surveys.

12 Performance Measures - Annual Review. The
13 Department will conduct an annual review of the
14 performance scores for each Contractor. Performance
15 reports will be sent to Contractors on an annual basis.

16 And last section, Corrective Action Plan. At
17 any given time period, Contractors whose performance
18 scores fall below or at 69 points, which is an
19 unacceptable level, will be required to submit a
20 Corrective Action Plan, a CAP, to the LDSS IHAS
21 Supervisor. Contractors who consistently fall at or

1 below 69 points, which is an unacceptable level, may be
2 subject to termination or non-renewal of their
3 Contract.

4 In conclusion of Section 2, Bidders and
5 Contractors should read the IFB thoroughly for all
6 Contract requirements and deliverables. And that
7 concludes Section 2.

8 MR. THORSTRATEN: Thank you very much,
9 Deborah. Greg, would you like to pick up with Section
10 3?

11 MR. SESEK: Thank you, Henry. Thank you,
12 Deborah. This is Greg Seseck. I am the Program Manager
13 in the Office of Adult Services within the Department
14 of Human Services. I will be highlighting information
15 from Section 3, Contractor Requirements. I will not be
16 reading the section in its entirety.

17 3.1, Contract Initiation Requirements. The
18 State shall schedule and hold a virtual kickoff meeting
19 within ten business days of Notice To Proceed date. At
20 the kickoff, the Contractor will furnish an updated
21 project schedule describing the activities for the

1 Contractor, the State, and any third parties for fully
2 transitioning to the Contractor's solution. The
3 appropriate virtual meeting information will be
4 provided to all Contractors after Contract award.

5 Section. 3.2, End of Contract Transition.
6 The Contractor shall provide transition assistance, as
7 requested by the State, to facilitate the orderly
8 transfer of services to the State or a follow-on
9 Contractor, for a period up to 90 days prior to
10 Contract end date, or the end date of any final
11 exercised option or Contract extension.

12 Please refer to Section 3.2 for further
13 details, including but not limited to the Transition
14 Plan, Section 3.3.3; Transfer of Knowledge, Section
15 3.2.4; Documentation and Data; and Section 3.2.5,
16 Return and Maintenance of State Data.

17 Section 3.3, Invoicing. I will highlight
18 information from this section. Please consult this
19 section for full review. 3.3.1. The Contractor shall
20 enter their invoices in the DHS Information System or
21 in the manner designated by the Department or by the

1 Local Department of Social Services, LDSS. The
2 Contractor shall e-mail the original of each invoice
3 and signed authorization to invoice to the Contract
4 Monitor.

5 All invoices for services shall be verified
6 by the Contractor as accurate at the time of
7 submission. An invoice not satisfying the requirements
8 of a proper invoice, as defined at COMAR 21.06.09.01
9 and .02, cannot be processed for payment. Please
10 consult Section 3.3.1 for the requirements in content
11 and form of invoicing.

12 Also in Section 3.3.1, Invoicing, The
13 Department of Human Services reserves the right to
14 reduce or withhold Contract payment in the event that
15 the Contractor does not provide DHS with all required
16 deliverables within the time frame specified in the
17 Contract or otherwise breaches the terms and conditions
18 of the Contract until such time as the Contractor
19 brings itself into full compliance with the Contract.
20 The State is generally exempt from federal excise
21 taxes, Maryland sales tax and use taxes, District of

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1 Columbia sales taxes and transportation taxes. The
2 Contractor, however, is not exempt from such sales and
3 use taxes and may be liable for the same.

4 A Corrective Action Plan may be required from
5 the Contractor detailing how any deficiencies will be
6 cured. If a CAP, a Corrective Action Plan, is
7 required, the Local Department of Social Services IHAS
8 Supervisor will send written notification to the
9 Contractor. The Contractor shall respond to the
10 request within the time frame requested. In conjunction
11 with the Local Department of Social Services IHAS
12 Supervisor, the State Contract Monitor will, within ten
13 business days following receipt of the CAP, determine
14 and notify the Contractor in writing whether the CAP is
15 acceptable.

16 If Contract payment has been withheld or
17 reduced or referral of cases has been suspended,
18 Contract payment will be released and referral of cases
19 will resume once all required deliverables are received
20 and approved or any breach of Contract terms and
21 conditions are known by both the Local Department of

1 Social Services IHAS Supervisor and State Contract
2 Monitor to be cured. If the CAP is not adhered to by
3 the Contractor, action may be taken by the Procurement
4 Officer to terminate the Contract in that jurisdiction.

5 Section 3.3.2, Invoice Submission Schedule.
6 The Contractor shall submit invoices in accordance with
7 the following schedule: For items of work for which
8 there is one-time pricing -- and for this, see
9 Attachment B-1, Bid Form -- those items shall be billed
10 in the month following the acceptance of the work by
11 the Maryland Department of Human Services.

12 In Section 3.3.4, Terms of Payment, the
13 successful vendors shall bid the appropriate -- I'm
14 sorry -- shall bill the appropriate Local Department of
15 Social Services by the 15th business day of the month
16 following each month of service using the Purchase of
17 Services Order, and that is in Appendix 5.

18 Section 3.5. Please consult this section for
19 requirements on disaster recovery and data.

20 In Section 3.6, Insurance Requirements, the
21 Contractor shall maintain, at a minimum, the insurance

1 coverages outlined, or any minimum requirements
2 established by law, if higher, for the duration of the
3 Contract, including option periods, if exercised. This
4 includes Commercial General Liability; Errors and
5 Omissions/Professional Liability; Crime Insurance/
6 Employee Theft Insurance; Workers' Compensation;
7 Automobile or Commercial Truck Insurance.

8 Section 3.7, Security Requirements. Section
9 3.7.1, Employee Identification. Contractor personnel
10 shall display his or her company ID badge in a visible
11 location at all times on State premises. Upon request
12 of authorized State personnel, each Contractor
13 personnel shall provide additional photo
14 identification.

15 Section 3.7.2, Security Clearance and
16 Criminal Background Check. The Contractor shall obtain
17 at its own expense a Criminal Justice Information
18 System State and federal criminal background check,
19 including fingerprinting, for all Contractor personnel.
20 This check may be performed by a public or private
21 entity. The Contractor shall provide certification to

1 the Maryland Department of Human Services that the
2 Contractor has completed the required criminal
3 background check described in this IFB for each
4 required Contractor personnel prior to assignment, and
5 that the Contractor personnel have successfully passed
6 this check.

7 The CJIS criminal record check of each
8 Contractor personnel who will work on State premises
9 shall be reviewed by the Contractor for convictions of
10 any of the following crimes described in the Annotated
11 Code of Maryland, Criminal Law Article, including
12 various crimes against property; various crimes against
13 theft; various crimes involving telecommunications and
14 electronics; various crimes involving fraud; various
15 crimes against public administration; or a crime of
16 violence as defined in Criminal Law Article 14-101.

17 Contractor personnel with access to systems
18 supporting the State or to State data who have been
19 convicted of a felony or of a crime involving
20 telecommunications and electronics from the above list
21 of crimes shall not be permitted to work on State

1 premises under the Contract. Contractor Personnel who
2 have been convicted within the past five years of a
3 misdemeanor from the above list of crimes shall not be
4 permitted to work on State premises.

5 Section 3.7.4 concerns Information
6 Technology. The Contractor shall insure that all
7 safeguards, including the manner in which State data is
8 collected, accessed, used, stored, processed, disposed
9 of and disclosed, comply with the applicable data
10 protection and privacy laws, as well as the terms and
11 conditions of the Contract.

12 Information on Data Breach Responsibilities
13 is found on Section 3.7.5, and this includes
14 Contractors shall abide by the hardware and software
15 requirements of the Laptop and Desktop Configurations
16 Device Requirements Policy -- for this, please consult
17 Appendix 13 -- for devices that support the State of
18 Maryland agencies.

19 Section 3.8, Problem Escalation Procedures.
20 The Contractor shall provide and maintain a Problem
21 Escalation Procedure, a PEP, for both routine and

1 emergency situations. This PEP must state how the
2 Contractor will address problem situations as they
3 occur during the performance of the Contract,
4 especially problems that are not resolved to the
5 satisfaction of the State within appropriate time
6 frames. The Contractor shall provide contact
7 information to the Contract Monitor, as well as to
8 other State personnel, as directed, should the Contract
9 Monitor not be available. The Contractor shall provide
10 the PEP no later than ten business days after notice of
11 the recommended award or after the date of the Notice
12 to Proceed, whichever is earlier. The PEP, including
13 any revisions thereto, must also be provided within ten
14 business days after the start of each Contract year and
15 within ten business days after any change in
16 circumstance which changes the PEP. The PEP shall
17 detail how problems with work under the Contract will
18 be escalated in order to resolve any issues in a timely
19 manner. Information pertaining to what the PEP shall
20 include can be found in Section 3.8.3.

21 Section 3.10.2, Personnel Experience and

1 Qualifications. The Contractor's key personnel are
2 those persons identified by the Bidder to fulfill the
3 work to be performed under this Contract. A, Licensed
4 RN; B, Certified CNAs. Insure that all CNAs and RNs
5 are certified by the Maryland Board of Nursing. As
6 proof of meeting this requirement, the Bidder shall
7 provide a copy of the aforementioned licenses and
8 certifications with its Bid, and the Bidder shall
9 provide a copy of the CNA's and RN's resumes.

10 Section 3.10.4, Key Personnel Identified.

11 For this Contract, the following positions will be
12 considered key personnel and shall be required to meet
13 the qualifications stated in Section 3.10. Registered
14 Nurse, at least one; five or more Certified Nursing
15 Assistants or CNAs. Any Contractor personnel provided
16 under this IFB shall maintain in good standing any
17 required professional certifications for the duration
18 of the Contract.

19 Substitution of Personnel, Section 3.11.

20 When key personnel are identified for this Contract,
21 the following apply. Key Personnel should be available

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1 to perform Contract requirements as of the NTP Date.
2 Unless explicitly authorized by the Contract Monitor or
3 specified in the Contract, key personnel shall be
4 assigned to the State of Maryland as a dedicated
5 resource. Key personnel shall perform continuously for
6 the duration of the Contract. Key personnel may not be
7 removed by the Contractor from working under the
8 Contract without the prior written approval of the
9 Contract Monitor.

10 Section 3.11.4. Please consult this section
11 on Direct Personnel Replacement, including the Contract
12 Monitor or designee may direct the Contractor to
13 replace any Contractor personnel who, in the sole
14 discretion of the Contract Monitor, are perceived to be
15 unqualified, non-productive, unable to fully perform
16 the job duties, disruptive, or known or reasonably
17 believed to have committed a major infraction of law,
18 DHS policies. This section includes key personnel
19 replacement due to sudden vacancy; key personnel
20 replacement due to any intermediate (sic) absence.

21 Section 3.15, No Cost Extensions. In

1 accordance with Board of Public Works Advisory 1995-1,
2 Item 7.b, in the event that there are unspent funds
3 remaining on the Contract, prior to the Contract's
4 expiration date the Procurement Officer may modify the
5 Contract to extend the Contract beyond its expiration
6 date for a period of up to, but not exceeding,
7 one-third of the base term of the Contract -- example,
8 eight-month extension on a two-year Contract -- for the
9 performance of work within the Contract's scope of
10 work. Notwithstanding anything to the contrary, no
11 funds may be added to the Contract in connection with
12 such extension. And that concludes the summary of
13 Section 3.

14 MR. THORSTRATEN: Thank you very much, Greg.
15 The AAG, Aretha Ector, has joined us, and I was
16 wondering if she would mind introducing herself at this
17 point.

18 MS. ECTOR: Thank you, Henry. Hi. I'm
19 Aretha Ector, Assistant Attorney General. I'm just
20 here for any questions or assistance if you need me.

21 MR. THORSTRATEN: Thank you. And, also, if

1 anybody -- any vendors have joined us, if they wouldn't
2 mind introducing themselves at this time, before we get
3 to the questions.

4 (No response.)

5 MR. THORSTRATEN: Okay. Well, at this point,
6 we will take questions. Please submit them using the
7 chat feature. Include your name and company so that we
8 may call on you. If you don't want to type out your
9 whole question, please just type your name and company
10 and "I have a question," and we'll call on you. Okay.
11 We'll give a couple of minutes for people to type their
12 questions.

13 MS. ECTOR: You also have your raise the hand
14 function, if somebody wants to raise their hand and
15 make it quicker too.

16 MS. WILBURN: Patsy Jones just raised her
17 hand.

18 MS. JONES: Hi. I believe I did, but it
19 looked like you turned my hand down. Thank you. Is
20 this a self-directed program or is this -- so, like,
21 when we use the support planners or things like that,

1 how are the clients (indiscernible) -- can you hear me?

2 Can you hear me?

3 MS. WILBURN: Yes. Yes.

4 MR. THORSTRATEN: I'm sorry. Did you hear
5 me? Go ahead.

6 MS. JONES: Did you hear me?

7 MS. WILBURN: Yes. Can you repeat the
8 question again?

9 MS. JONES: Okay. I was saying, is this a
10 self-directed program or is this the same type of a
11 program such as currently with Medicaid that you get
12 support planners or how are the patients given to the
13 Contractor -- or the clients? How are clients given to
14 the Contractor?

15 MR. THORSTRATEN: Yeah. I'm not sure how --
16 if I understand you correctly. Maybe the Program can
17 answer this one. We can also (indiscernible) --

18 MS. JONES: How does the program work?

19 MS. WILBURN: I think she's asking about the
20 referral program; how are clients referred or assigned
21 to the Contractor?

1 MS. JONES: Absolutely.

2

3 MR. THORSTRATEN: Greg or Deborah?

4 MS. WILBURN: Okay. How are clients referred
5 to the Contractor? The way I understand it is that
6 once a Contract is awarded to the Contractor, then the
7 LDSS -- the Local Department of Social Services IHAS
8 supervisor decides which Contractor to offer the
9 services to, and if that Contractor is not available,
10 then they will request the services from another
11 Contractor. I hope that answers your question.

12 MS. ADDISON: I'm not sure about anyone
13 else's phone, but it kind of cut out a little bit
14 regarding the referral process. I apologize. I got
15 bits and pieces from the referral process. I do
16 apologize.

17 MR. THORSTRATEN: That's okay. And all of
18 this will be transcribed and it will be readable in the
19 transcription of the conference as well.

20 MS. ADDISON: Got you.

21 MS. WILBURN: Okay. I'll repeat my response.

1 Once a Contract is awarded to the Contractor -- let's
2 say in a jurisdiction, if there are ten Contractors in
3 Baltimore County, then the LDSS supervisor is the one
4 who determines who actually are referred a client.
5 They will contact that vendor. If that Contractor is
6 not available to provide services to that client, then
7 they will withdraw the purchase order service and offer
8 it to another. So I don't think your skinny ranking of
9 vendors -- you know, not to my knowledge.

10 MR. SESEK: But, Deb, there is perhaps
11 someone from Procurement or Aretha could address --
12 there is a prioritization. Thanks for that.

13 MR. THORSTRATEN: Yes, I was going to say, at
14 this point we might need to get back to her about that.
15 That's my suggestion.

16 MS. ECTOR: I mean, there is ranking process.
17 Rufus, if you want to explain it for each jurisdiction.

18 MR. BERRY: Yeah. So for each jurisdiction,
19 based on the violation ["evaluation" - HTS] team, that
20 it violates ["evaluates" - HTS] the proposal, it will
21 be ranked on the first and then go
down the line. So for each vendor, if you are the

1 number one vendor, then you will be contacted by the
2 local department for each jurisdiction, and once you
3 cannot perform that services, then it will go down to
4 the next vendor for that jurisdiction. But you also --
5 Henry, you also want to make clear that anyone asking
6 questions, please submit it in writing. That's for
7 transparency purposes, so that all vendors get to see
8 the response.

9 MS. JONES: Okay. Is that based upon the
10 cost of what you put into your proposal, whoever has
11 the least cost, or is it on performance, as I was
12 looking at the evaluation on how your performance will
13 be evaluated on those three performance criteria.

14 MR. BERRY: So, Henry, I believe your
15 evaluation is based on the technical aspect, as well as
16 the cost; the submission of both, right?

17 MS. ECTOR: So this is a bid. This is the
18 IFB, right?

19 MR. THORSTRATEN: Right.

20 MR. BERRY: Yes, it is an IFB.

21 MS. ECTOR: So as long as you meet the

1 requirements of the bid and you submit all the
2 documentation, your price will be recorded and the five
3 factors for each jurisdiction will be listed according
4 to price from lowest to highest.

5 MR. BERRY: Absolutely.

6 MR. THORSTRATEN: Okay. Why don't we go to
7 Al Simmons (phonetic) -- I'm sorry -- Al Simons, and
8 then we'll go to the questions that are in the chat,
9 'cause Al had his hand raised.

10 MR. SIMONS: Yeah. So who determines the
11 number of hours that each patient receives? And, also,
12 is there a maximum number of hours per day or per week
13 that each patient would receive? Did you hear me?

14 MS. WILBURN: Yes, I heard the question.
15 We're going to have to get back with you on an answer
16 with that question. I don't believe there's a maximum
17 number. I don't recall seeing that information
18 anywhere, but we will certainly get back with you on
19 that.

20 MR. THORSTRATEN: Yes.

21 MR. SIMONS: But do you know who would make

1 that determination on the number of hours? Would it be
2 our clinical team that would do that or would it be
3 someone from the State's side?

4 MS. WILBURN: I believe it's the State who
5 will make that determination.

6 MR. THORSTRATEN: Yeah. I think we will have
7 to get back to you on this.

8 MS. WILBURN: Yes.

9 MR. THORSTRATEN: Okay.

10 MS. JONES: Question. How about the nurse
11 monitors or are you using nurses that are a part of the
12 Contract?

13 MS. WILBURN: The nurses are part of the
14 Contract. You all will have to have -- the company
15 will have to have a Registered Nurse as a part of their
16 company.

17 MS. JONES: No, I guess my question -- I need
18 to reword it because our RSAs currently have --

19 MS. WILBURN: There was some feedback. I'm
20 sorry.

21 MR. BERRY: (Indiscernible due to feedback)

1 -- mute your phone please.

2 MS. JONES: RSAs currently have nurses --

3

4 THE REPORTER: I can't hear. There's a lot
5 of feedback.

6 MS. JONES: -- currently have nurses.

7 However, you have the Health Department nurses and the
8 nursing monitors (indiscernible) comes out over the
9 RSAs -- if there's two nurses in that home, both come
10 in there (indiscernible) -- so would it be a one nurse
11 thing or are you willing to use the other nurses over
12 top of the nurses in the contractual situation?

13 MS. WILBURN: The nurse will be provided --
14 the Contractor has to provide their own nurse. We do
15 not have any other nurses. Although some of our State
16 employees are Registered Nurses, but the Contractor has
17 to have their own Registered -- at least one Registered
18 Nurse that will be doing the monitoring.

19 THE REPORTER: Can people please mute their
20 microphones?

21 MR. THORSTRATEN: Yes. Okay. I'm going to

1 take the questions Ms. Thompson -- Bianca Wise-Thompson
2 -- Bianca Wise with Home Helpers. To clarify, does the
3 two reference letters come directly from current
4 clients of the Contractor? That is a really good
5 question, and I will get back to you about that,
6 because they will be uploaded into eMMA, and I will
7 need to get back to you whether they will be doing that
8 directly or if it will be coming from you. That's a
9 good question.

10 And then, similarly, is there a minimum hour
11 for referred clients? This question also comes from
12 Bianca Thompson.

13 MS. WILBURN: Bianca Thompson Wise also
14 asked, is there a Minority Business -- MBE goal as
15 well?

16 MR. THORSTRATEN: There is not.

17 MS. WILBURN: And, Henry, do you see the
18 question from Elizabeth Weglein? She has a question.

19 MR. THORSTRATEN: Yes, I do. Elizabeth, I
20 can read them or would you like to read them yourself?

21 MS. WEGLEIN: You can read them, Henry.

1 MR. THORSTRATEN: Okay. Elizabeth Weglein
2 with Elizabeth Cooney Personal Care has one question.
3 "On page 27, Section 3.7.2 states State and federal
4 criminal background check, unquote. CJIS only verified
5 state criminal backgrounds. Please clarify." I don't
6 know the answer to this. If the Program does --
7 otherwise, we might need to get to you.

8 "Page 29, Section 3" --

9 MS. ECTOR: I'm sorry. Henry, before you go
10 forward --

11 MR. THORSTRATEN: Sure.

12 MS. ECTOR: -- can you clarify the question
13 again?

14 MS. WEGLEIN: Henry, do you want me to do
15 that?

16 MR. THORSTRATEN: Please.

17 MS. WEGLEIN: So the question is on the --
18 regarding the CJIS criminal background check, there is
19 a -- on Section 3.7.2, Security Clearance/Criminal
20 Background Check, in the first line it states that,
21 "The Contractor shall obtain at its own expense a CJIS

1 State and federal criminal background check." And my
2 -- to my understanding, CJIS only does a State criminal
3 background check, and I know that the Office of
4 Healthcare Quality only requires a State criminal
5 background check by regulation. And I'm concerned that
6 the word "federal" is in there, and how would we
7 achieve that federal check?

8 MS. ECTOR: Okay. We can -- right now, as
9 written, it does require a State and federal criminal
10 background check, including a fingerprints check, and
11 not all criminal background checks include
12 fingerprinting, but that is required here. The Program
13 can take a look at it, consider. If they change, they
14 will do an amendment, but at this point a State and
15 criminal background check along with a fingerprints is
16 required. And you may want to reach out to Maryland
17 State Police as well, but right now that is a
18 requirement, State and federal.

19 MS. WEGLEIN: I appreciate it. We are a CJIS
20 vendor, so thank you.

21 MR. THORSTRATEN: Okay. And you also had a

1 question about page 29, Section 3.10.2, "Are LPNs
2 allowed to perform supervision visits under the RN?"
3 We have RNs and CNAs. What is an LPN?

4 MS. WEGLEIN: An LPN is a Licensed Practical
5 Nurse. They're allowed to work under the Registered
6 Nurse for delegation of services. Under the current
7 model with the Residential Service Agencies, the State
8 allows agencies to use LPNs, because there is a
9 shortage of RNs, and we see that shortage growing
10 probably in the next five years. And I'm concerned
11 that this may not allow that delegation to a Licensed
12 Practical Nurse, 'cause it's not included as an
13 authorized personnel within the staff.

14 MS. WILBURN: This is Deborah. I know in the
15 IFB it does specifically say "Registered Nurse."
16 Perhaps maybe the Program -- we would have to talk
17 about that to see if we could make an amendment to
18 allow LPNs in place of a Registered Nurse to do the
19 supervision of the CNAs. We will let you know if we
20 are going to make that change or not.

21 MS. WEGLEIN: Thank you. The Maryland Board

1 of Nursing currently allows for that, as well as the
2 Office of Healthcare Quality. If they can help in
3 clarifying their COMARS that allow it to be performed,
4 I appreciate the investigation on this question. Thank
5 you.

6 MS. WILBURN: Okay. Thank you.

7 MR. THORSTRATEN: Okay. Blessing Home
8 Healthcare Service has a question.

9 MS. WALLACE: Hi. Good afternoon. We're
10 Blessing Home Healthcare. We currently right now have
11 the Contract for Cumberland County and Washington
12 County. My question is the finance, because we've been
13 with you doing the Contract for seven years under the
14 first bid amount that we put in. Is there any way that
15 -- 'cause let's say that the government moves up the
16 minimum wage or it goes up to 15 and we put a number,
17 is there any chance for us to have to -- like to change
18 the bid -- financial bid that we put in for the
19 Contract within the five years, 'cause five years is
20 really a long time. We don't know what will happen.

21 MR. KANG: Hi. This is Sang Kang from

1 Procurement, DHS. I believe on the price sheet, you
2 can put a different price for each of the Contract
3 years, so you can measure inflation or whatever, but it
4 can be a different price. And then we -- yeah. Then
5 it averages out to like a price that we -- that we use
6 to rank the bids.

7 MS. WALLACE: Oh, okay. Good. Okay.

8 MS. ECTOR: And for clarification though, you
9 will not be able to increase your price during a
10 particular Contract year.

11 MR. KANG: Yeah. That's your bid though.
12 Once you turn in your bid, that's your bid for the
13 procurement, which is for five years. I also want to
14 -- go ahead.

15 MS. WALLACE: No, I just wanted to -- 'cause
16 I haven't -- myself, I didn't even look at the
17 financial sheet. Apologize. 'Cause I know the last
18 one we only had the one year, so this financial sheet
19 now will give us -- for each year we can stipulate a
20 different amount?

21 MR. KANG: Yes. You can measure inflation or

1 however which way you would like to do that.

2 MS. WALLACE: Okay.

3 MR. KANG: I had one other thing to kind of
4 add. I understand on the last Contract there was some
5 issues with the insurance requirements, so I wanted the
6 Offerors to look at the insurance requirements and send
7 us any questions you had about them.

8 MS. WALLACE: Since I'm asking questions, can
9 I ask about that one? I did -- 'cause we are holding
10 an insurance policy. I forgot what it was for, but it
11 was like 3,000 per year cost for us. Would that still
12 be -- and I can't even remember which one. Apologize
13 again.

14 MR. KANG: Right. So we -- what we wanted to
15 do was if you did have any questions about -- if some
16 of the insurance requirements were too high, then
17 please let us know and make a request to lower any
18 measure, so that we're not kind of making it too
19 difficult for you to bid on this.

20 MS. WALLACE: Okay. Thank you.

21 MR. SESEK: And, again, that's in Section

1 3.6.

2 MR. KANG: Right. Yeah. Thanks, Greg. It's
3 in 3.6. And there were some problems last year -- or
4 five years ago, so just -- we wanted to kind of try to
5 mitigate those problems now.

6 MS. WALLACE: Okay. Thank you.

7 MR. KANG: Sure.

8 MR. THORSTRATEN: Okay. There's a question
9 from -- I can't pronounce the last name -- B-O-U-R-S-I-
10 Q-U-O-T. Would you mind speaking up and explaining --
11 clarifying that questions, 'cause I don't completely
12 understand it. It's from Nurses for Care.

13 (No response.)

14 MR. THORSTRATEN: Okay. I'll move on to
15 Abange Christina. Would you go ahead and introduce
16 your question?

17 MS. ABANGE: Yeah. Hi. My name is Christina
18 Abange. Concerning the letter of reference or letter
19 of recommendation, what if, in the event that you
20 happen to have a private (indiscernible) client that
21 you service, because you guys are asking for the point

1 of contact from the client organization? So if the
2 patient is the point of contact but a (indiscernible)?

3 MR. THORSTRATEN: Right. So if I understand
4 right, you have some patients who are separate from
5 your relationship with the State, if you're in the
6 State now, and you want to know if those letters can
7 also count towards references?

8 MS. ABANGE: Yes.

9 MR. THORSTRATEN: Aretha, what do you think
10 about this?

11 MS. ECTOR: I think that's fine. As long as
12 you have individuals or an organization or somebody
13 that can attest to your experience and qualifications,
14 that's fine, whether it's to the individual or
15 organization.

16 MS. ABANGE: Okay. Then my next question is
17 -- okay. We are Medicaid certified and we do have
18 Medicaid clients. With the Medicaid clients, once a
19 patient is linked to a support planner, so the support
20 planner refers the patient to the agency. So, in this
21 event, if the patient is giving the letter of

1 recommendation, who will be the point of contact; is it
2 going to be the support planner for the client
3 organization? Because, from my standpoint, the support
4 planner is my point of contact for that particular
5 client, because all the State does is, once the patient
6 has been approved for the Community First Choice, the
7 patient is linked to a support planner agency. So the
8 support planner agency is the agency that refers the
9 client to the home care agency, so they become the
10 point of contact of the patient, because they are the
11 one that is (indiscernible) the patient's plan of care.

12 MR. BERRY: So they are the one that can
13 verify your work with the client.

14 MS. ABANGE: Yes, because once the State
15 approves the client that is qualified to benefit from
16 Community First Choice Program, the State links them to
17 a support planner agency. So from that standpoint we
18 don't have anything to do with the State; then we're
19 dealing with the support planner agency.

20 MR. BERRY: Henry, what do you think?

21 MR. THORSTRATEN: I think we might need to

1 get back to you about this one.

2 MS. ABANGE: Okay.

3 MR. BERRY: Aretha?

4 MS. ECTOR: Yeah. I don't think I understand
5 the question, so maybe we read it again. I'm just not
6 sure what you're asking.

7 MS. ABANGE: I can rephrase the question.
8 What I'm asking is that right now we do service
9 Medicaid clients under the Community First Choice
10 Program. So the way it works is that once a client is
11 approved and they're eligible to receive services, they
12 are linked to a support planner agency. The support
13 planner agency becomes the point of contact between the
14 client and the home care agency, so they become like
15 the representative of the patient. So if I'm servicing
16 a Medicaid client who has a support planner and the
17 patient is the one giving me my recommendation, that
18 they're recommending me because I'm the nurse that is
19 taking of them, so who is going to be the point of
20 contact? Is it going to be the support planner
21 assigned to this patient from the support planner

1 agency?

2 MS. ECTOR: Yeah. I think I'm still a little
3 confused by it, but if you are submitting a bid and
4 response to the solicitation, then you or the nurse
5 that you use has to be able to meet the requirements
6 and you identify a contact person. The referral
7 process will be from the local department to your
8 company or your agency. Beyond that, I don't know if I
9 can provide an answer or I'm not sure if I'm
10 understanding your question about the contact people.

11 MS. JONES: I think what she's asking is,
12 under the current program there is an intermediary
13 between the patient and the State; that is the social
14 worker support planner. I think what you're saying is
15 that's no longer going to happen; it's going to come
16 directly from one of whatever the office is to the
17 Contractor, not an intermediary person between the
18 State and the Contractor. Is that right?

19 MR. KANG: I think you want to put that
20 question in writing and let us get back to you to make
21 sure.

1 MS. ABANGE: Okay. I mean, this is just for
2 the letter of reference, because the letter of
3 reference states that the patient is going to give you
4 a letter of reference, but, however, on the letter
5 you're supposed to have the client organization. And
6 the client organization, if it's a Medicaid client, is
7 it going to be the State or it's going to be the
8 support planner? Because the support planner is the
9 intermediary between the State and the home care
10 agency, so they are the main person for that client.

11 MS. ECTOR: Okay. So with respect to
12 references, your references should not be from a State
13 entity itself; like, for instance, the Department of
14 Human Services is not going to provide a reference for
15 you. Your local department supervisor is not going to
16 provide a reference for you. So it's either the
17 patient or someone that is familiar and can attest to
18 your work and qualifications, whether that be the
19 intermediary support person or the patient itself, if
20 that helps.

21 MS. ABANGE: Okay. All right. Yes, that

1 helps. Thank you.

2 MS. ECTOR: Okay. All right. Good.

3 MR. THORSTRATEN: Okay. I was taking over
4 your responsibility as -- by reading the questions. Do
5 you want to pick them up or shall I keep going?

6 MR. BERRY: You can keep going. That's fine.

7 MR. THORSTRATEN: Okay. I think this person
8 may have left the meeting. I saw a pop-up, but Nurses
9 for Care, if they're still here, they had a question,
10 "Is there a financial eligibility that the agency must
11 have to be qualified?" And I wasn't sure what that
12 meant and I was wondering if they would expound on
13 that.

14 MS. WILBURN: I think that person has left
15 the meeting.

16 MR. THORSTRATEN: Yeah.

17 MS. WILBURN: And I see also another comment
18 or question from the same individual. "Is there a
19 Small Business Reserve requirement?" I mean, other
20 than that, there's nothing for the company itself, no.

21 MR. THORSTRATEN: Okay. And Mary Cerveney has

1 raised a hand.

2 MS. CERVENY: Hi. Good afternoon. I had a
3 question about the RN supervisory visits and the thing
4 that said every 60 days, but with RSA regulations we do
5 them every 90 days. Is this going to be some sort of
6 change or how -- was that something different that's
7 going to be happening?

8 MS. WILBURN: No, it's every 60 days.

9 MR. THORSTRATEN: Okay. I guess that
10 answered the question. And then one last question I
11 see in the chat is from Allison Kelly. "How will
12 everyone in the group obtain information to the
13 questions that need to be clarified?" We will -- I
14 mean, we will be consulting with the AAG and the
15 Program and the resources we have to answer these
16 questions as best we can.

17 MS. ECTOR: And I think the question is also,
18 Henry, how will they be posted, either through eMMA or
19 the website -- DHS website?

20 MR. THORSTRATEN: Yes, that's correct.
21 Amendments will be added to the IFB and they will be

1 visible in eMMA and we will post them all to the DHS
2 website.

3 MS. ECTOR: Along with a copy of the
4 transcript?

5 MR. THORSTRATEN: The transcript, that's
6 correct.

7 MS. JONES: I have one further question. How
8 will each program interact with the current program
9 that's in place? Is this a totally different program;
10 is this providing service for additional clients; or is
11 this the same part of the same program or are the other
12 programs going to be eliminated. (Indiscernible) I
13 understand there are going to be multiple changes to
14 the Community First Choice. How do these programs
15 integrate or are they just totally separate altogether?

16 MS. WILBURN: These are two separate programs
17 and, to my knowledge, there's no integration between
18 CareFirst. Is that the program that you mentioned?

19 MS. JONES: Community First Choice.

20 MS. WILBURN: Community First Choice?

21 MS. JONES: Yes.

1 MS. WILBURN: No. That -- Community First
2 Choice I believe is under another agency -- State
3 agency, and this is a totally different program under
4 the Department of Human Services.

5 MS. JONES: Okay.

6 MR. THORSTRATEN: Okay. And, lastly, I have
7 a comment from Gladys Lloyd Wallace, Blessing Home.
8 "Can you look at reducing the \$50,000 employee theft
9 coverage?"

10 MS. WALLACE: That was the one that was
11 really very, very high for us. It was almost like -- I
12 want to say like 18 to \$2,000 for three years, and we
13 had to -- we had to pay for three years. It's not like
14 they let us pay for a year at a time -- the insurance
15 carriers.

16 MR. THORSTRATEN: Okay. We will get back to
17 you about that.

18 MS. WALLACE: All right. Thank you.

19 MR. THORSTRATEN: Sure. Okay. At this time,
20 since it is already almost three, I'm going to continue
21 with --

1 MR. BERRY: You have two hands raised, Henry.
2 You have two hands that was raised. They've been
3 raised for awhile.

4 MR. THORSTRATEN: Precious Hearts.

5 MR. BERRY: Yeah, Precious Hearts and Al
6 Simons.

7 MR. THORSTRATEN: Okay. Let's go ahead with
8 Precious Hearts.

9 (No response.)

10 MR. THORSTRATEN: Okay. How about Mr. Al
11 Simons?

12 MR. SIMONS: Yeah. So I'm wondering if you
13 can give us a breakdown of number of patients by
14 county? You initially said that there were
15 approximately about 2,000 patients total in this IHAS
16 Program. So wondering if you could kind of break that
17 down a little more by county.

18 MS. WILBURN: We can -- I don't have that
19 information to give to you by jurisdiction or by county
20 at the moment, but I could probably get the okay from
21 my manager to provide you with that information per

1 jurisdiction. That is the current clients that we have
2 in the jurisdictions currently.

3 MS. JONES: Are you able to break the funding
4 down by county?

5 MR. THORSTRATEN: Can you say that again?

6 MS. WILBURN: Repeat the question.

7 MS. JONES: Are you able to break the funding
8 down by county?

9 MS. WILBURN: The question is are we able to
10 break the funding down by county; is that information
11 that we could disclose to the group? I don't know.
12 I'm opening --

13 MS. ECTOR: I mean, if that information is
14 available, certainly, if you're able to provide to
15 numbers. I thought that was something we talked about
16 previously --

17 MR. BERRY: Please mute your phones.

18 MS. ECTOR: -- but if the information is
19 available, certainly, but, of course, it's all
20 estimates, and it's no guarantee that the existing
21 numbers will be the same going forward, so we'll see

1 what kind of additional background information we get.

2 MS. JONES: I think what it will provide is
3 (indiscernible) great necessity of services. I assume
4 that you will be putting the greatest amount
5 (indiscernible) -- correct?

6 MS. WILBURN: So we'll work on getting that
7 information to you. I'm hearing an echo. I'm not
8 sure.

9 MR. BERRY: If you're not speaking, can you
10 please mute your phone? That's for Precious Hearts, as
11 well as Ms. (indiscernible) Davis. Can you mute your
12 phone please?

13 MS. DAVIS: I'm sorry. Say that again.

14 MR. BERRY: Can you mute your phone please
15 when you're not speaking?

16 MS. DAVIS: My phone?

17 MR. BERRY: Yes.

18 MS. DAVIS: I'm having a hard time hearing.

19 MR. THORSTRATEN: Okay. There was one more
20 raised hand, Ms. Robyn Peake.

21 MS. PEAKE: Yes. Thank you. Robyn Peake

1 with First Light Home Care in Bowie. I also forgot to
2 add, we are a VA Community Care Network provider, but
3 my question is, are you able to provide a list of
4 current incumbents?

5 MS. WILBURN: Are you mentioning the names of
6 the clients -- the participants? I'm not sure what you
7 mean.

8 MS. PEAKE: Mentioning the vendors -- I'm
9 sorry -- the vendors.

10 MS. WILBURN: The current vendors?

11 MS. PEAKE: Yes.

12 MS. WILBURN: Can we enter --

13 MR. THORSTRATEN: I don't think -- I don't
14 think we can provide that. Aretha, what do you think?

15 MS. ECTOR: Yeah, we can provide a list of
16 the current vendors.

17 MR. THORSTRATEN: Okay.

18 MS. PEAKE: What about the previous
19 proposals? Do you have samples?

20 MS. ECTOR: Oh, you would need to make a
21 Public Information Act request if you would like to see

1 previous -- probably bid proposals, but you would need
2 to make PIA request. And I think proposals or bids are
3 due probably before the PIA response would be provided.

4 MR. AFOLABI: Hello. Can you hear me?

5 MR. THORSTRATEN: Yes. Precious Hearts, are
6 you speaking?

7 MR. AFOLABI: Hello. I'm sorry. I've bene
8 fumbling with my audio. Sometimes I just couldn't get
9 it.

10 MR. THORSTRATEN: That's okay.

11 MR. AFOLABI: Do we have to separate each
12 jurisdiction, like if I was to choose Carroll County
13 and Montgomery County, are they supposed to be
14 different or, you know, we just include it
15 (indiscernible)?

16 MR. THORSTRATEN: No. You bid on each
17 jurisdiction.

18 MS. WILBURN: Yes. You would need to --

19 MR. AFOLABI: So we have to have the whole
20 package, the appendices and everything, it has -- if
21 I'm choosing Carroll County, I have to give the whole

1 package for Carroll County and the whole package for
2 Montgomery County?

3 MR. THORSTRATEN: Well, the B-1 form
4 definitely needs to be each jurisdiction. And then
5 there is one other form that is definitely each
6 jurisdiction. I don't know off the top of my head if
7 the entire -- if every single attachment is unique to
8 each jurisdiction. I think I would need to get back to
9 you about that.

10 MS. ECTOR: Now, take a look at Section
11 2.1.3, and it tells you exactly what forms need to be
12 submitted. You need a separate financial bid, a
13 separate transmittal page for each jurisdiction.

14 MR. AFOLABI: Things that (indiscernible) --

15 MS. ECTOR: You don't need -- if you're
16 bidding on -- if you're bidding on four jurisdictions,
17 you don't need to have four bid proposal affidavits for
18 -- I don't know what else you need to do -- maybe
19 references, but you do need to have four separate bids
20 with prices for each of the jurisdictions, and you need
21 to have four separate transmittal pages to describe and

1 let the Procurement Officer know which jurisdiction
2 your bidding on. And then you have to follow the other
3 instruction in 2.1.3 and Section (indiscernible).

4 MR. AFOLABI: Thank you.

5 MR. THORSTRATEN: You're welcome. Okay. At
6 this point, I know there are more questions, but we do
7 have some more of the IFB to get through, so let's save
8 the rest of the questions for the question session two,
9 and I'll try to get through what's in between as
10 quickly as possible. We're already at three and I'm
11 sure we want to get to that second question session.

12 I'm going to go ahead and move on to Section
13 4, Procurement Instructions. As this section begins by
14 discussing the pre-bid conference, I'd like to start
15 with Section 4.2, which is after that, about eMaryland
16 Marketplace Advantage. eMaryland Marketplace Advantage
17 or eMMA is the electronic commerce system for the State
18 of Maryland.

19 The IFB, conference summary and attendance
20 sheet, Bidders' sheets -- Bidders' questions and the
21 Procurement Officer's responses, addenda, and other

1 solicitation-related information will be made via eMMA
2 and the DHS website. In order to receive a Contract
3 award, a vendor must be registered on eMMA.
4 Registration is free.

5 Since it is necessary to be registered with
6 eMMA to receive a Contract award, I'm asking that all
7 Bidders register with the eMMA system. The link is in
8 Section 4.2 of the IFB. Please register and under
9 "Products and Services", make sure that you add
10 Commodity Code 85101605, Home Health Assistance. You
11 may contact me for general instructions how to do that.
12 And I'm sorry my voice is scratchy. I do have some
13 allergies.

14 Section 4.3, asking questions. All questions
15 shall identify in the subject line the solicitation
16 number and title and shall be submitted in writing via
17 e-mail to the Procurement Officer no later than the
18 date and time specified on the Key Information Summary
19 Sheet. Some of you already sent in questions in
20 addition to what we're doing today. If you have any
21 questions concerning the solicitation, aside from

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1 asking them right here, you can also send them to me by
2 e-mail. Questions and responses will be published on
3 eMMA and the DHS website.

4 Section 4.4, Procurement Method. A Contract
5 will be awarded in accordance with the Competitive
6 Sealed Bidding method under COMAR 21.05.02.

7 Bids in the number and form set forth in
8 Section 5, Bid Format, must be submitted electronically
9 through eMMA and received by the Procurement Officer no
10 later than the bid due date and time indicated on the
11 Key Information Summary Sheet in order to be
12 considered. eMMA actually will shut it down on that
13 deadline, so there are no late bids. Requests for
14 extension of this date or time shall not be granted.

15 Bidders submitting bids shall allow
16 sufficient time to insure timely receipt by the
17 Procurement Officer through the eMMA system, except as
18 provided in COMAR 21.05.02.10. Bids received after the
19 due date and time listed in the Key Information Summary
20 Sheet will not be considered. Bids may be modified or
21 withdrawn by written notice received by the Procurement

1 Officer before the time and date set forth in the Key
2 Information Summary Sheet for receipt of bids. Bids
3 may not be submitted by e-mail or facsimile. It is all
4 through eMMA.

5 Potential Bidders not responding to this
6 solicitation are requested to submit the No Bid
7 Notice/Vendor Feedback Form, which includes company
8 information and the reason for not responding.

9 Multiple or Alternate Bids. A Bidder can
10 propose to serve more than one jurisdiction. A
11 separate Financial Bid Form, Attachment B-1, and
12 Transmittal Page, Appendix 11, as we just discussed,
13 must be submitted for each jurisdiction it proposes to
14 serve. However, within a given jurisdiction, multiple
15 or alternate bids will not be accepted.

16 Receipt, Opening and Recording of Bids. Upon
17 receipt, each bid and any timely modifications to a bid
18 shall be stored in the eMMA system until the bids are
19 recorded. Bids shall be opened virtually, due to the
20 COVID-19 Pandemic, at the time and date designated in
21 the IFB Key Information Summary Sheet.

1 The Bidder shall give specific attention to
2 the clear identification of those portions of its bid
3 that it considers confidential and/or proprietary
4 commercial information or trade secrets, and provide
5 justification why such materials, upon request, should
6 not be disclosed by the State under the Public
7 Information Act. This information should be identified
8 by page number and placed in the Transmittal Letter
9 with the bid. The entire bid cannot be given a blanket
10 confidentiality designation.

11 The bids shall be tabulated or a bid abstract
12 made. The opened bids shall be available for public
13 inspection at a reasonable time after bid recording,
14 but, in any case, before Contract award, except to the
15 extent the Bidder designates trade secrets or other
16 proprietary data to be confidential as set forth in
17 this solicitation.

18 Award Basis. A Contract shall be awarded to
19 the responsible Bidders submitting a responsive bid
20 with the most favorable bid price for providing the
21 goods and services as specified in this IFB. Bidders

1 must bid all line items. Partial or incomplete bids
2 will be rejected unless otherwise stated in the
3 solicitation. See IFB Section 6 for bid evaluation and
4 award information.

5 Award of a Contract will not be final and
6 complete until after: (1) the Contractor submits
7 complete and satisfactory documentation required under
8 the Contract and/or documentation required by the
9 Procurement Officer; and (2) the Contract is signed by
10 the Department following any required approvals of the
11 Contract, including approval by the Board of Public
12 Works, if such approval is required.

13 Tie Bids. Tie Bids will be decided pursuant
14 to COMAR 21.05.02.14.

15 Duration of Bids. Bids submitted in response
16 to this IFB are irrevocable for the latest of the
17 following: 120 days following the bid due date and
18 time or the date any protest concerning this IFB is
19 finally resolved. This period may be extended at the
20 Procurement Officer's request only with the Bidder's
21 written agreement.

1 Revisions to the IFB. If the IFB is revised
2 before the due date for bids, the Maryland Department
3 of Human Services shall post any addenda to the IFB on
4 eMMA the DHS website and shall endeavor to provide such
5 addenda to all prospective Bidders that were sent this
6 IFB or are otherwise known by the Procurement Officer
7 to have obtained this IFB. It remains the
8 responsibility of all prospective Bidders to check eMMA
9 for any addenda issued prior to the submission of Bids.
10 Bidders shall acknowledge the receipt of all addenda to
11 this IFB issued before the bid due date. Failure to
12 acknowledge receipt of an addendum does not relieve the
13 Bidder from complying with the terms, additions,
14 deletions, or corrections set forth in the addendum,
15 and may cause the bid to be deemed not responsive.

16 Section 4.13, Cancellations. The State
17 reserves the right to cancel this IFB, accept or reject
18 any and all bids, in whole or in part, received in
19 response to this IFB and to waive or permit the cure of
20 minor irregularities. In the event a government entity
21 proposes and receives the recommendation for award, the

1 procurement may be cancelled and the award processed in
2 accordance with COMAR 21.01.03.01.A.

3 4.14, Incurred Expenses. The State will not
4 be responsible for any costs incurred by any Bidder in
5 preparing or submitting a bid or performing any other
6 activities related to submitting a bid in response to
7 this solicitation.

8 Protests and Disputes. Any protest or
9 dispute related to this solicitation or the Contract
10 award shall be subject to the provisions of COMAR
11 21.10.

12 Bidder Responsibilities. Bidders must be
13 able to provide all goods and services and meet all of
14 the requirements requested in this solicitation, and
15 the successful Bidder shall be responsible for Contract
16 performance including any subcontractor participation.
17 If the Bidder is the subsidiary of another entity, all
18 information submitted by the Bidder, including but not
19 limited to references, financial reports, or experience
20 and documentation used to meet minimum qualifications,
21 if any, shall pertain exclusively to the Bidder, unless

1 the parent organization will guarantee the performance
2 of the subsidiary.

3 Parental guarantee of the performance of the
4 Bidder under this Section will not automatically result
5 in crediting the Bidder with the experience or
6 qualifications of the parent under any evaluation
7 criteria pertaining to the actual Bidder's experience
8 and qualifications.

9 Acceptance of Terms and Conditions. By
10 submitting a bid in response to this IFB, the Bidder,
11 if selected for award, shall be deemed to have accepted
12 the terms and conditions of this IFB and the Contract,
13 attached hereto as Attachment M. Any exceptions to this
14 IFB or the Contract must be raised prior to bid
15 submission. Changes to the solicitation, including the
16 Bid Form or Contract, made by the Bidder may result in
17 bid rejection.

18 Bid and Proposal Affidavit. A bid submitted
19 by the Bidder must be accompanied by a Bid Affidavit. A
20 copy of this Affidavit is included as Attachment C of
21 the IFB.

1 Contract Affidavit. All Bidders are advised
2 that if a Contract is awarded as a result of this
3 solicitation, the successful Bidder will be required to
4 complete a Contract Affidavit. A copy of this
5 Affidavit is included for informational purposes as
6 Attachment N of this IFB. This attachment must be
7 provided within five business days of notification of
8 recommended award.

9 Section 4.20, Compliance with Laws/
10 Arrearages. By submitting a bid in response to this
11 IFB, the Bidder, if selected for award, agrees that it
12 will comply with all federal, State, and local laws
13 applicable to its activities and obligations under the
14 Contract. By submitting a response to this
15 solicitation, each Bidder represents that it is not in
16 arrears in the payment of any obligations due and owing
17 the State, including the payment of taxes and employee
18 benefits, and shall not become so in arrears during the
19 term of the Contract if selected for Contract award.

20 Verification of Registration and Tax Payment.
21 Before a business entity can do business in the State,

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1 it must be registered with the State Department of
2 Assessments and Taxation, known as SDAT. It is
3 strongly recommended that any potential Bidder complete
4 registration prior to the bid due date and time. The
5 Bidder's failure to complete registration with SDAT may
6 disqualify an otherwise successful Bidder from final
7 consideration and recommendation for Contract award.

8 False Statements. This is Section 4.22.
9 There are quite a few in here. Basically, don't make
10 false statements, and they are detailed in this
11 section.

12 Section 4.23, Payments by Electronic Funds
13 Transfer. By submitting a bid in response to this
14 solicitation, the Bidder, if selected for award, agrees
15 to accept payments by electronic funds transfer, EFT,
16 unless the State Comptroller's Office grants an
17 exemption.

18 Prompt Payment Policy. This procurement and
19 the Contracts to be awarded pursuant to this
20 solicitation are subject to the Prompt Payment Policy
21 Directive issued by the Governor's Office of Small,

1 Minority and Women Business Affairs, GOSBA, and dated
2 August 1st, 2008. The Contractor shall comply with the
3 prompt payment requirements outlined in the Contract,
4 Section 31, Prompt Pay Requirements. See Attachment M.

5 The Procurement Officer may conduct the
6 procurement using eMMA to issue: 1) the IFB; 2) any
7 amendments; 3) any pre-bid conference documents; 4)
8 questions and responses; 5) communications regarding
9 the solicitation or bid to any Bidder or potential
10 Bidder; 6) notices of award selection or non-selection;
11 and 7) the Procurement Officer's decision on any bid
12 protest or Contract claim.

13 And then, B, the Bidder or potential Bidder
14 may use e-mail to ask questions using the -- regarding
15 the solicitation; reply to any material received from
16 the Procurement Officer by electronic means that
17 includes a Procurement Officer's request or direction
18 to reply by e-mail, but only on the terms specifically
19 approved and directed by the Procurement Office; and
20 submit a No Bid/Vendor Feedback Form to the IFB. The
21 Procurement Officer, the Contract Monitor, and the

1 Contractor may conduct day-to-day Contract
2 administration, except as outlined in Section 4.25.5 of
3 this subsection, utilizing e-mail or other electronic
4 means if authorized by the Procurement Officer or
5 Contract Monitor.

6 The following transactions related to this
7 procurement and any Contract awarded pursuant to it are
8 not authorized to be conducted by electronic means:
9 submission of initial bids; filing of bid protests;
10 filing of Contract claims; submission of documents
11 determined by the Maryland Department of Human Services
12 to require original signatures; any transaction,
13 submission, or communication where the Procurement
14 Officer has specifically directed that a response from
15 the Contractor or Bidder be provided in writing or hard
16 copy. Any e-mail transmission is only authorized to
17 the e-mail addresses for the identified person as
18 provided in the solicitation, the Contract, or in the
19 direction from the Procurement Officer or Contract
20 Monitor.

21 There is no MBE participation goal for this

1 solicitation. There is no VSBE participation goal for
2 this solicitation.

3 At this point, we come to the living wage
4 requirements, and they will be presented by Procurement
5 Officer, Rufus Berry. Thank you, Rufus.

6 MR. BERRY: The living wage has been in
7 effect -- the Maryland living wage has been in effect
8 since October 1st, 2007. Under this Maryland living
9 wage, Contractors and subcontractors are required to
10 pay a minimum wage rate for each employee working on a
11 certain State Contract. Solicitation for services
12 under the State Contract better than 100,000 or more or
13 500,000 or more; Contractors with ten or less employees
14 may be subject to this law, which is under the Title 18
15 of the State Finance and Procurement Article, Annotated
16 Code of Maryland.

17 Currently, the living wage law is \$14.42 per
18 hour if 50 percent or more of the total value of the
19 State service Contract is performed in the Tier 1 area.
20 If the State Contract services bettering 50 percent or
21 more of the total Contract value is performed in Tier 2

1 areas, then you should pay each employee the minimum of
2 \$10.83 per hour. The living wage rate is determined by
3 whether the majority of your services take place in the
4 Tier 1 or Tier 2 area of the State. Tier 1 includes
5 Montgomery County, PG County, Howard County, as well as
6 Anne Arundel County, Baltimore County, as well as
7 Baltimore City. Tier 2 includes all counties in the
8 State that is not stated in Tier 1.

9 If a business has operations in areas with
10 two different wage tiers, the wages you pay is
11 determined by the area in which 50 percent or more of
12 your current value is performed. If the employees who
13 perform the services are not located in Tier 1 or 2,
14 the living wage rate will be based upon where the
15 majority of your recipients of the services are
16 located.

17 Additional information regarding the Maryland
18 living wage is contained on Attachment F of this RFP,
19 which is entitled Maryland Living Wage Requirement for
20 Service Contracts and Affidavit Agreements.

21 Information may also be found on the Maryland

1 Department of Labor website, and that is
2 labor.maryland.gov. Living wage rates are subject to
3 annual adjustments by the Department of Labor.
4 However, just to be clear, the price under this
5 Contract may not change regardless of any living wage
6 adjustment. If you have any questions, I'll accept it
7 at the end. Thank you.

8 MR. THORSTRATEN: Thank you very much, Rufus.
9 Okay. Moving on quickly to Section 4.29, Federal
10 Funding Acknowledgment, this Contract does not contain
11 federal funds.

12 Conflict of Interest Affidavit and
13 Disclosure. The Bidder shall complete and sign the
14 Conflict of Interest Affidavit and Disclosure,
15 Attachment H, and submit it with its Bid.

16 Non-Disclosure Agreement. A Non-Disclosure
17 Agreement is not required for this procurement. A Non-
18 Disclosure Agreement -- I'm sorry. That was for the
19 Bidder.

20 Non-Disclosure Agreement (Contractor). All
21 Bidders are advised that this solicitation and any

1 Contracts are subject to the terms of the
2 Non-Disclosure Agreement, NDA, contained in this
3 solicitation as Attachment I. This Agreement must be
4 provided within five business days of notification of
5 recommended award. However, to expedite processing, it
6 is suggested that this document be completed and
7 submitted with the bid.

8 HIPAA Business Associate Agreement is not
9 required for this procurement. Nonvisual Access also
10 is not required. Mercury also is not involved.

11 Location of the Performance of Services
12 Disclosure. This attachment does not apply to this IFB
13 either.

14 Department of Human Services Hiring
15 Agreement. At this time, I will invite Kenneth Jessup
16 to present information on the Hiring Agreement. Thank
17 you, Kenneth.

18 MR. JESSUP: Good afternoon everybody. I
19 want to present -- give me one second. I apologize.
20 Let me put up here this little piece real quick.

21 (Shares document on screen.)

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1 MR. JESSUP: So this is the Hiring Agreement
2 basic overview, and it's a State legislative piece that
3 we do through the Department of Human Services, an
4 agreement with the Board of Public Works. Short and
5 (indiscernible) we're just trying to give an
6 opportunity to qualified individuals that would meet
7 the criteria for employment if the State Contractor
8 would present an opportunity for us.

9 So what will happen is that, if this clause
10 is introduced into your solicitation, you'll get an
11 introduction letter from me and a thank you, along with
12 some other instructions and information about how we do
13 for the Hiring Agreement Program. Basically, the State
14 Contractor would send any related positions during the
15 life of the Contract through the Hiring Agreement
16 Program. We would have five business days to get that
17 sent out to all 24 local departments and our vendors
18 with the work program to see if we had any viable
19 candidates.

20 If you receive an application for a viable
21 candidate and they actually interview well and would be

1 a good fit, your normal hiring process would be in
2 place. The only thing that is required with the Hiring
3 Agreement Program is that if you have someone to apply
4 for the position, we just want them to have the
5 opportunity to interview, but you're under no
6 obligation whatsoever to hire if they don't meet your
7 criteria or don't meet your standards.

8 The criteria for the Hiring Agreement is
9 pretty cut and dry. Contract value for two years or
10 longer -- I mean, Contract life term is for two years
11 or longer. Contract value of \$200,000 or greater. We
12 don't want to put any hardship on the vendor if they
13 have a smaller Contract. And Contracts must produce
14 jobs on the life of the Contract.

15 In most cases, when it comes to clerical,
16 administrative, maintenance, food service, housing, a
17 little bit of everything, it's a mixture of different
18 opportunities that we have there. In this particular
19 case though, with it being a heavy relation on
20 administrative and medical background for the potential
21 individuals that would be working under this agreement,

1 we have a lot of people throughout our category of
2 clients throughout the State that can meet your
3 criteria. We have people that are in school. We have
4 people that have experience. And with everything going
5 on with COVID, we have more than enough people that
6 need employment opportunities that could fit your
7 criteria. So that's pretty much it. Thank you.

8 MR. THORSTRATEN: Thank you very much,
9 Kenneth. Okay. Moving quickly on, Small Business
10 Reserve Procurement. This solicitation is not
11 designated as a Small Business Reserve Procurement.

12 Section 4.38, Maryland Healthy Working
13 Families Act Requirements. On February 11th, 2018, the
14 Maryland Healthy Working Families Act went into effect.
15 All Bidders should be aware of how this Act could
16 affect your potential Contract award with the State of
17 Maryland. See the Department of Labor, Licensing and
18 Regulations website for Maryland Healthy Working
19 Families Act Information.

20 Okay. We're moving on to Section 5, the Bid
21 Format. This is a one-part submission. Each Bidder

1 shall submit its bid with all required bid submissions.

2 See Section 5.4.

3 Section 5.2, Bid Delivery. Bids must be
4 submitted through eMMA and received by the Procurement
5 Officer no later than the bid due date and time
6 indicated on the Key Information Summary Sheet. And,
7 again, eMMA will shut it down at that deadline there.
8 Nothing can come in late.

9 Section 5.3, Bid Price Form. The bid shall
10 contain all price information in the format specified
11 on the Bid Form, Attachment B that we've been talking
12 about. The Bidder shall complete the bid form only as
13 provided in the Bid Pricing Instructions and the Bid
14 Form. Do not amend, alter, or leave blank any items on
15 the bid form or include additional clarifying or
16 contingent language on or attached to the bid form.
17 Failure to adhere to any of these instructions may
18 result in the bid being determined to be
19 non-responsive and rejected by the Maryland
20 Department of Human Services.

21 Required Bid Submission. A Bidder shall

1 include the following with its bid:

2 Section 5.4.1, Bidder Information Sheet.
3 That's Appendix 2.; Section 5.4.2, Transmittal Page
4 with acknowledgment of all addenda to this IFB. See
5 Appendix 11, Transmittal Page. A Transmittal Page
6 shall be submitted for each jurisdiction for which a
7 bid is submitted. This is to insure that each LDSS,
8 Local Department of Social Services, has records on
9 file with the best Bidder contact information to be
10 used for that jurisdiction.

11 Section 5.4.3, Minimum Qualifications
12 Documentation. The Bidder shall submit any minimum
13 qualifications documentation that may be required, as
14 set forth in Section 1. Please do include those two
15 reference letters, the Offeror's licenses issued by the
16 Maryland State Department of Health's Office of Health
17 Care Quality.

18 Completed Required Attachments. Submit one
19 copy of each with original signatures: the completed
20 Bid Form. That's Attachment B-1; completed
21 Bid/Proposal Affidavit. That's Attachment C; completed

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1 Maryland Living Wage Requirements Affidavit of
2 Agreement. That's Attachment 4 (sic) -- F.

3 Section 5.4.5, Additional Documentation If
4 Required. Submit one copy of each with additional --
5 with original signatures, if required. See appropriate
6 IFB section to determine whether the document is
7 required for this procurement. A signed statement from
8 the Bidder's parent organization guaranteeing
9 performance of the Bidder; completed Conflict of
10 Interest Affidavit and Disclosure; the Data Sharing
11 Agreement For IHAS Contractors. That's Appendix 12.

12 The Maryland Department of Human Services
13 reserves the right to request additional references or
14 utilize references not provided by the Bidder. Points
15 of contact must be accessible and knowledgeable
16 regarding Bidder performance.

17 Section 5.4.7, List of Current or Prior State
18 Contracts. Provide a list of all Contracts with any
19 entity of the State of Maryland for which the Bidder is
20 currently performing goods and services or for which
21 services have been completed within the last five

1 years. Information obtained regarding the Bidder's
2 level of performance on State Contracts will be used by
3 the Procurement Officer to determine the responsibility
4 of the Bidder and considered as part of the experience
5 and past performance evaluation criteria of the IFB.

6 Section 5.4.8, Financial Capability. The
7 Bidder must include in its bid a commonly-accepted
8 method to prove its fiscal integrity. If available,
9 the Bidder shall include financial statements,
10 preferably a profit and loss (P&L) statement and a
11 Balance Sheet, for the last two years; independently
12 audited preferred. In addition, the Bidder may
13 supplement its response to this section by including
14 one or more of the following with its response: a Dun
15 and Bradstreet rating; Standard and Poor's rating;
16 lines of credit; evidence of a successful financial
17 track record; and evidence of adequate working capital.

18 Certificate of Insurance. The Bidder shall
19 provide a copy of its current certificate of insurance
20 showing the types and limits of insurance in effect as
21 of the bid submission date. The current insurance

1 types and limits do not have to be the same as
2 described in Section 3.6. See Section 3.6 for the
3 required insurance certificate submission for the
4 apparent awardee.

5 Subcontractors. The Bidder shall provide a
6 complete list of all subcontractors that will work on
7 the Contract if the Bidder receives an award. This
8 list shall include a full description of the duties
9 each subcontractor will perform and how or why each
10 subcontractor was deemed the most qualified for this
11 project.

12 Section 5.4.11, Legal Action Summary. This
13 summary shall include a statement as to whether there
14 are any outstanding legal actions or potential claims
15 against the Bidder and a brief description of any
16 action; a brief description of any settled or closed
17 legal actions or claims against the Bidder over the
18 past five years, a description of any judgments against
19 the Bidder within the past five years, including the
20 court, case name, complaint number, and a brief
21 description of the final ruling or determination; and,

1 in instances where litigation is ongoing and the Bidder
2 has been directed not to disclose information by the
3 court, provide the name of the judge and location of
4 the court.

5 Section 5.5, Delivery. Bids must be
6 submitted, again, electronically through eMMA and
7 received by the Procurement Officer no later than the
8 bid due date and time. Bids sent via e-mail or
9 facsimile or hand-delivery shall not be considered. It
10 is all through eMMA.

11 All right. Section 6, Bid Evaluation and
12 Award. 6.1, Bid Evaluation Criteria. The bids will be
13 evaluated based on the total bid price, as per COMAR
14 21.05.02.13. For each jurisdiction, all responsible
15 Bidders will be ranked from the lowest (most
16 advantageous) to the highest (least advantageous) price
17 based on the total bid price as submitted on the
18 Attachment B-1 Bid Form.

19 Section 6.2, Reciprocal Preference. Although
20 Maryland does not authorize procuring agencies to favor
21 resident Bidders in awarding Procurement Contracts,

1 many other states do grant their resident businesses
2 preferences over Maryland Contractors. COMAR
3 21.05.01.04 permits procuring agencies to apply a
4 reciprocal preference under the following conditions:
5 a) The Maryland resident business is a responsible
6 Bidder; b) the lowest responsive bid is from a
7 responsible Bidder whose principal office or principal
8 base of operations is in another state; c) the other
9 state gives a preference to its resident businesses
10 through law, policy, or practice; and d) the preference
11 does not conflict with a federal law or grant affecting
12 the procurement Contract. The preference given shall
13 be identical to the preference that the other state,
14 through law, policy, or practice gives to its resident
15 businesses.

16 Section 6.3, Award Determination. Award will
17 be made to the responsible Bidder who submits to the
18 State the responsive bid that has the lowest total bid
19 price for each jurisdiction -- I'm sorry -- for each
20 listed jurisdiction.

21 6.4, Documents Required upon Notice of

1 Recommendation for Contract Award. Upon receipt of a
2 notification of recommendation for Contract award, the
3 apparent awardee shall complete and furnish the
4 documents and attestations as directed in Table 1 of
5 Section 7, IFB Attachments and Appendices.

6 All right. This concludes our presentation
7 of this IFB. Are there more questions regarding the
8 IFB? Rufus, have you been watching the questions while
9 I was reading or should I just pick it up?

10 MR. BERRY: Go ahead. Pick it up.

11 MR. THORSTRATEN: Okay. Ms. Claire (sic)
12 Wood, would you please ask your question? There's a
13 little bit of discussion in the chat, but I wanted to
14 just put it on the record.

15 MS. WILBURN: I think that person has left
16 the meeting --

17 MR. THORSTRATEN: Oh, okay.

18 MS. WILBURN: -- but it was a question about
19 whether Montgomery County was included in this RFP, and
20 I answered the question that Montgomery County is not a
21 part of this solicitation and this IFB.

1 MR. THORSTRATEN: That's correct. At this
2 time, the following jurisdictions are not in this IFB:
3 Anne Arundel, Garrett, Kent, and Montgomery Counties.

4 MR. BERRY: And just to be clear, Montgomery
5 was only mentioned just to state the various tiers that
6 are Tier 1 -- that they were listed under Tier 1 for
7 the Maryland living wages.

8 MR. THORSTRATEN: Okay. And, Alison Kelly,
9 can you -- would you mind asking your question in
10 person please?

11 (No response.)

12 MR. THORSTRATEN: Okay. What Ms. Kelly asked
13 is, "What exactly are we bidding? Are we bidding
14 dollar amounts, hours, et cetera?" Since they seem to
15 have left the meeting, I'll -- we'll get -- we'll
16 answer that in writing.

17 MR. BERRY: Well, Henry, see if you can
18 answer it here and then also submit a response in
19 writing as well, just for those vendors that are still
20 on the -- on the call.

21 MR. THORSTRATEN: Okay. Well, I'm not really

1 sure what she means by "bidding". It is an IFB, so the
2 bid amount is the deciding factor and then we make your
3 response is responsible, so I was hoping she would
4 clarify what she was actually asking.

5 MS. JONES: I have a question. What is the
6 commitment pertaining to reality of someone's bid of
7 the service being able to be -- to be able to be given
8 to these patients at this rate? I mean, when you look
9 at some of the low bids, can you reasonably expect for
10 care to be given, and (indiscernible) consideration.
11 If a bid is too unreasonably low, you know that's not
12 going to get good care. So how would you evaluate that
13 or does that enter the process as to what's really an
14 opportunity to give good care? 'Cause I think if I was
15 on the other end of it and I saw that someone gave this
16 ridiculously low bid, you know, the care's not going to
17 be given, not with that bid, not in this economy, with
18 all of the extenuating costs. So how is that taken
19 into consideration?

20 MS. ECTOR: Right. So the Department and the
21 Evaluation Committee will take that into consideration.

1 Certainly, if a bid comes in unreasonably low, then
2 that's something that the Department will consider and
3 that it may not be accepted. However, we do understand
4 that there may be a variation in the bid prices, and
5 that's expected. Again, the Offerors would be ranked
6 from the lowest bid to the highest bid. If it is
7 determined that a Contractor is not fulfilling the
8 requirements of the IFB, not providing good service,
9 then there are remedies available to the State ranging
10 from providing the Corrective Action Plan; they may
11 need to hire new or different staff or their Contract
12 may be terminated.

13 MS. JONES: I understand this business and I
14 understand how it works and all of the expenses that it
15 incurs from the proper insurances to the unemployment
16 rates have gotten ridiculously high because of all of
17 the unemployment insurances that they're giving out
18 now. It's just -- it's just something that you think
19 about sometimes, that even the nursing (indiscernible)
20 -- those were problems in this program (indiscernible)
21 and now with the Governor or the State looking to hire

1 (indiscernible) for minimum wages, I mean, I guess I
2 need to get -- I was trying to get some insight on how
3 the State viewed (indiscernible) and say, okay, give
4 them this Contract. I heard what you just said, that
5 you're going to be evaluating it, but the seriousness
6 of that evaluation, I guess I just want to get a
7 (indiscernible) on how it's going to be looked at.

8 MS. ECTOR: I don't think I can tell you
9 anymore, other than the State has a general idea about
10 the costs for these services. And, again, if a bid
11 comes in unreasonably low, if the average bid is, let's
12 say four or five dollars below the minimum wage, then
13 that's going to raise some concerns and issues with the
14 Department, so -- and, again, if, in fact -- and
15 sometimes you can have a higher bid and you still may
16 not get quality service, so the Department will be
17 monitoring the services that are provided as well, but
18 for the IFB, the only thing that's evaluated is the
19 price, if the Contractor or the Offeror otherwise meets
20 the requirements in the IFB. Price is the determining
21 factor, but, again, there are certain factors that the

1 Department will take into consideration when
2 determining whether or not the price is reasonable.

3 MR. THORSTRATEN: Okay. Michelle Addison,
4 are you still in the meeting?

5 (No response.)

6 MR. THORSTRATEN: She requested how to make a
7 PIA request. I don't know how to do that. We would
8 need to get back about that. And then there was a
9 raised hand.

10 MS. ECTOR: So for the PIA, that's
11 (indiscernible) so we don't have as much work to do.
12 You can go to the Department of Human Services website
13 and there is information about how to file a PIA
14 request. Preferably, you will use the GovQA portal
15 that's listed, but you can also do it in writing and
16 send it to the Department as well. Please go to the
17 DHS website for information on how to file a PIA
18 request.

19 MR. THORSTRATEN: Okay. Thank you. I'm
20 going to go to the raised hands, starting with Ms.
21 Robin Peake.

1 MS. PEAKE: I have none. That was an error.

2 MR. THORSTRATEN: Okay. I'll move on then to
3 Visiting Angels.

4 ATTENDEE: Hi. Thank you for the
5 opportunity. I just wanted to ask if you all could
6 give us an idea of what the average amount of hours per
7 visit would look like. I know every client will be
8 different, but if we can have an idea -- a rough idea.

9 MR. THORSTRATEN: Greg or Deborah, is that
10 tracked or is that possible to provide that information
11 or --

12 MS. WILBURN: We --

13 MR. SESEK: We can look into that -- I'm
14 sorry. We can look into that and provide you with an
15 answer, yes.

16 ATTENDEE: Thank you.

17 MR. THORSTRATEN: Okay. And Mr. Al Simmons
18 (phonetic) -- Simons.

19 MR. SIMONS: Yeah. Can you tell us when we
20 will get responses to today's Q-and-A?

21 MR. THORSTRATEN: We will start working on

1 them starting tomorrow, since this is pretty much the
2 end of the business day today, and then we'll get them
3 out as soon as possible. They may come out in several
4 waves, rather than waiting to answer the hardest
5 questions -- to answer them all, so I suspect you
6 should start seeing them probably by the end of this
7 week or, at the latest, early next week.

8 MR. SIMONS: Okay.

9 MR. BERRY: Henry, when is the due date for
10 your questions? When your questions are due?

11 MR. THORSTRATEN: That is not straight in
12 front of me. Let's see.

13 MR. BERRY: Because -- and the reason why I
14 say that, because you want to consolidate all your
15 questions that comes in, and then they'll be all
16 responded following the due date.

17 MR. THORSTRATEN: Yeah. The due date 5/19,
18 but I still suspect I'll be sending answers out in
19 waves, 'cause there are some that I can just straight
20 off.

21 MR. SIMONS: I have one other question.

1 MR. THORSTRATEN: Yes, go ahead.

2 MR. SIMONS: Did I hear correctly in the
3 earlier Q-and-A that the referrals going to the vendors
4 will be based solely on the lowest rate, so they'll be
5 going to the vendor who has the lowest rate first; is
6 that correct?

7 MR. THORSTRATEN: That is how an IFB works.
8 That's correct. The person with the lowest total bid
9 is the -- is the first -- the most (indiscernible)
10 awarded, but we will have -- and Greg can correct me on
11 this if I'm wrong -- there will be multiple vendors
12 available in each jurisdiction, so it won't just be
13 just one vendor per jurisdiction.

14 MR. SESEK: That is correct, Henry. The
15 priority ranking is per jurisdiction, yes.

16 MS. JONES: Question. If the priority
17 ranking is per jurisdiction, are you saying that in
18 each jurisdiction you're going to predetermine how much
19 funds you're putting there, and then it would be
20 determined how many vendors would be there and that's
21 for funding for that jurisdiction?

1 MS. ECTOR: I mean, just to jump in, like,
2 funding for a jurisdiction should not be your over-
3 riding concern. I think what's important to know is
4 that for Bidders, decide and determine how many
5 jurisdictions you would like to bid on, as long as you
6 meet the requirements in terms of distance, your staff,
7 and if you are in a position to provide services to
8 more than one jurisdiction, you need to take into
9 consideration that you may have multiple clients that
10 you're servicing -- that your company is servicing at
11 the same time. So that should be the overriding
12 consideration for the Bidder, not necessarily the
13 State's budget, which is an estimate, in any event.

14 MS. WILBURN: Can I also add something too as
15 well? And we really don't have any control over how
16 many Bidders are going to bid on a jurisdiction. So
17 currently we have some Bidders who are the only
18 Contractor in that jurisdiction. Then, in other
19 jurisdictions, we may have four or even ten, so we have
20 no control over that. I hope that answered your
21 question.

1 MR. THORSTRATEN: Yes. And I will say there
2 is a part of the IFB that stipulates that Bidders need
3 to be within 40 miles of the farthest part of the
4 jurisdiction they're serving. And if you were to look
5 at a Maryland map, you would see that almost every
6 single jurisdiction is less than 40 miles across, so as
7 long as you're in a jurisdiction, you're set. If
8 you're outside the jurisdiction where you're bidding,
9 that might be something to think about, but if you're
10 in the jurisdiction you're bidding on, you're okay.
11 Okay. Precious hearts or -- and Al Simons, you had
12 your hand -- okay. I see. Go ahead, Precious Hearts.

13 MR. AFOLABI: Can you hear me?

14 MR. THORSTRATEN: Yes.

15 MR. AFOLABI: I know in the past -- and this
16 is regarding (indiscernible) -- I know in the past that
17 a letter stating (indiscernible) the current accounts
18 and other things were acceptable? Will that be
19 acceptable?

20 MR. THORSTRATEN: Okay. Yeah, you were
21 breaking up quite a lot. Would you mind repeating your

1 question?

2 MR. AFOLABI: Would a financial statement
3 from the bank still be acceptable (indiscernible)?

4 MS. WILBURN: I'm not sure of the answer to
5 that question. Will a financial statement from the
6 bank be acceptable as -- for what?

7 MR. AFOLABI: (Indiscernible response.)

8 MS. WILBURN: I can't answer that.

9 MR. AFOLABI: As part of financial stability.

10 MS. ECTOR: (Indiscernible due to cross-talk)
11 financial capacity. There is a reference to a line of
12 credit and any other commonly accepted method prove
13 your fiscal integrity. I think what the Department has
14 listed are some common methods to show it, so if you
15 have a line of credit from the bank or maybe some other
16 official statement. It just really depends on what the
17 document looks like.

18 MR. AFOLABI: Okay. Yes, I was -- yeah, it's
19 the official statement that I was asking about, you
20 know, like we confirm that this is Precious Hearts and
21 the total account of their bank is -- something like

1 things that.

2 MS. ECTOR: Well, it would probably need to
3 be more than one statement. If you look again at
4 5.4.8, what we need to see is evidence of a successful
5 financial track record, so whatever documents you may
6 have to show that should be submitted.

7 MR. AFOLABI: Okay.

8 MS. JONES: That's a good question. My next
9 question, along those lines, is I saw that it says that
10 the billing should be 15 days -- no longer than 15 days
11 after service was rendered the previous month, so how
12 long is turnaround for reimbursement?

13 MS. ECTOR: It's 30 days, generally, for the
14 State, once the invoice is approved.

15 MS. JONES: Once -- how long --

16 MR. THORSTRATEN: Okay. I don't see anymore
17 questions in chat. I'm sorry. Go ahead.

18 MS. JONES: How long does it take to approve
19 it? You said once it's approved. That's not once it's
20 submitted. Approved and submitted are two different
21 things. How long does it take to be approved?

1 MS. ECTOR: Once your invoice is submitted,
2 and it generally takes 30 days from the date of receipt
3 to payment. However, if your invoice is submitted on
4 the 15th and it's reviewed on the 16th and it's missing
5 information, then that 30-day period will not start
6 until all of the required or requested information is
7 provided. And you can -- and this is all in COMAR, in
8 the statute. But you must submit an invoice that meets
9 all of the requirements, and payment is made within 30
10 days. I don't know what section that is.

11 MR. SESEK: That's in Section 3.

12 MS. ECTOR: Yeah.

13 MR. SESEK: 3.3 I believe.

14 MS. ECTOR: Yeah, it's 30 days. An invoice
15 that doesn't satisfy the requirements will not be
16 considered and the 30-day period does not run
17 (indiscernible).

18 MR. THORSTRATEN: Okay. Does that answer
19 your question well enough?

20 (No response.)

21 MR. THORSTRATEN: I'm not seeing anything

1 else in chat or any hands raised. Are there any
2 questions before I move on to the conclusion of the
3 conference?

4 (No response.)

5 MR. THORSTRATEN: Okay. Well, thank you all
6 very much for attending the pre-bid conference for the
7 In-Home Aide Services IFB. I appreciate everybody
8 attending, really, and thank everyone who showed up to
9 present. We look forward to receiving your bids.
10 Please remember that bids are due Friday, June 4th by
11 five p.m. Local Time, and thank each of you for
12 attending. Thank you very much.

13 ATTENDEE: Henry, just a last quick question.

14 MR. THORSTRATEN: Yes, go ahead.

15 ATTENDEE: When will this recording be
16 available on the DHS website?

17 MR. THORSTRATEN: If Debbie wouldn't mind
18 answering that question.

19 MS. WILBURN: The recorder.

20 THE REPORTER: What do you -- is it five-day
21 delivery?

1 MR. THORSTRATEN: I'm sorry. Yeah, I'm
2 sorry, not Deborah, Debbie. Yes, what is the
3 turnaround time on recording?

4 MS. WILBURN: Henry, I believe we had the
5 option of either ten days or five days, depending on
6 what's the request for services. I don't know which
7 service they selected. So as soon as five days or no
8 later than, you know, after ten days.

9 MR. THORSTRATEN: Okay. Thank you, Deborah.

10 MR. BERRY: And also let me make clear that
11 it is the transcript of this recording that will be
12 available.

13 MR. THORSTRATEN: Yes, that's true. It is --
14 it will just be a transcript; it will not be the actual
15 recording. Okay. Anyone else?

16 (No response.)

17 MR. THORSTRATEN: All right. Well, again,
18 thank you very much everybody. This concludes our
19 meeting then.

20 (Whereupon, at 3:44 p.m., the pre-proposal
21 conference was concluded.)

CERTIFICATE OF NOTARY

I, Deborah B. Gauthier, Notary Public, before whom the foregoing Pre-Proposal Conference was held, do hereby certify that said Pre-Proposal Conference is a true record of the proceedings; that I am neither counsel for, related to, nor employed by any of the parties to this action, nor financially or otherwise interested in the outcome of the action; and that the Pre-Proposal Conference was reduced to typewriting by me or under my direction.

This certification is expressly withdrawn upon the disassembly or photocopying of the foregoing transcript, including exhibits, unless disassembly or photocopying is done under the auspices of Hunt Reporting Company, and the signature and original seal is attached thereto.

Deborah B. Gauthier

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