

STATE OF MARYLAND
DEPARTMENT OF DEPARTMENT OF HUMAN SERVICES
PRE-PROPOSAL CONFERENCE

SOLICITATION NUMBER OS/MLSP-25-500-S

LEGAL REPRESENTATION SERVICES FOR CHILDREN INVOLVED IN
CHILD IN NEED OF ASSISTANCE (CINA), TERMINATION OF
PARENTAL RIGHTS (TPR) AND RELATED PROCEEDINGS AND
INDIGENT ADULTS INVOLVED IN ADULT PROTECTIVE SERVICES
(APS) GUARDIANSHIP HEARINGS AND ADULT PUBLIC
GUARDIANSHIP REVIEW BOARD (APGRB) HEARINGS

FRIDAY, OCTOBER 3, 2025, 10:05 A.M.

Via Google Meet

PRESENT FOR DHS:

TEMINKA RAWLINGS, Director of Maryland Services
Program
RUFUS BERRY, Procurement Officer
SANG KANG, Deputy Director of Procurement
NELSON LUI, Procurement Officer
LISA DAMERON, Contract Monitor
ARETHA ECTOR, Assistant Attorney General, DHS

ALSO PRESENT:

SHELTON SKOLNICK, Skolnick Law Firm
BARRETT KING, King Hall, LLC
JENNIFER SCHAUFFLER, Maryland Legal Aid
KRISTEN PISANI-JACQUES, Maryland Legal Aid
ERICA LEMON, Maryland Legal Aid
STEPHANIE FRANKLIN, The Franklin Law Group, P.C.
MARSHA WILLIAMS, Williams, McClernan & Stack, LLC
DARLENE WAKEFIELD, Wakefield Law Offices, P.A.
HANNAH ZARZECKI, Davis, Agnor, Rapaport & Skalny,
LLC
ANGELA GRAU, Davis, Agnor, Rapaport & Skalny, LLC
CHRIS ROBINSON, Children's Legal Services of
Baltimore
PRIYA SARATHY, Maryland Legal Aid
MEGAN PODZIUS, Birch, Podzius Birch Law Group
CORNELIA BRIGHT GORDON, Maryland Legal Aid

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ALSO PRESENT CONTINUED:

CHRISTOPHER PALMER, Law Firm of Sharon M.
Donahue, P.A

MICHAEL KATZ, Family Legal Advocacy Group, LLC

MEISHA GRIMES, McGuire Grimes

LAURA WALTERS, Drechsler, Larkin & Walters, P.C.

BROOKE FERMAINT, Drechsler, Larkin & Walters,
P.C.

DARLENE COCHRAN, Law Offices of Darlene Wakefield

REPORTED BY: KATHLEEN COYLE, Notary Public

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

2 MR. BERRY: Good morning again, everyone.

3 Can everyone hear me? Great. Welcome to the pre-
4 proposal conference for the legal representation
5 services for CINA as well APS. My name is Rufus Berry
6 for those I haven't met yet or know me. I am -- I'll
7 be the procurement officer for this solicitation.

8 In the interest of time, I'll try to -- I
9 normally try to give everyone a chance to introduce
10 themselves. However, I do ask that everyone just put
11 your information in the chat, your name as well as the
12 company you represent. I will try to open it up for
13 everyone to introduce themselves. I will open it up
14 for the State representatives to introduce themselves.

15 Let's start with the procurement team that's
16 on the call. And if you could turn the camera on and
17 introduce yourself, then you can turn it back off.

18 Sang, let's start with you.

19 MR. KANG: Hey, everyone. My name is Sang
20 Kang. I'm deputy director of Procurement.

21 MR. BERRY: Nelson?

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1 MR. LUI: Hello. My name is Nelson Lui,
2 procurement officer for DHS.

3 MR. BERRY: I think that's it for the
4 procurement team. Let's go to the rest of the State
5 representative.

6 Teminka?

7 MS. RAWLINGS: Good morning. I'm Teminka
8 Rawlings, the director of Maryland Services Program.

9 MR. BERRY: And I believe that was it,
10 right, Teminka?

11 MS. RAWLINGS: No. Lisa is on the call.

12 MR. BERRY: Oh, Lisa is on the call.

13 MS. DAMERON: Lisa Dameron, contract monitor.

14 MR. BERRY: Good morning. Okay. Welcome.

15 MS. RAWLINGS: And Rufus, Aretha is on the
16 call as well.

17 MR. BERRY: I am missing a lot of people.
18 Maybe I should open up my screen more.

19 Aretha, good morning. Do you mind
20 introducing yourself?

21 MR. ECTOR: Thank you. It would be nice to

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1 turn the mic on. Good morning. Aretha Ector, assistant
2 attorney general for the Department of Human Services.

3 MR. BERRY: Welcome. I do want to open it up
4 to the vendor community to introduce themselves. I do
5 ask that you -- simply because this meeting is being
6 transcribed, that you just speak clearly. And when
7 you're introducing yourself, please state your name
8 and the company that you represent.

9 MR. SKOLNICK: Hi. Shelly Skolnick
10 representing Skolnick Law Firm.

11 MR. BERRY: Good morning, sir. How are you
12 doing?

13 MR. SKOLNICK: Okay. Very good.

14 MS. FRANKLIN: Stephanie Franklin, The
15 Franklin Law Group. Good morning, everyone.

16 MS. PODZIUS BIRCH: Megan Podzius Birch from
17 Podzius Birch Law Group. Good morning, all.

18 MS. SCHAUFFLER: Jennifer Schauf fler,
19 Maryland Legal Aid.

20 MS. WAKEFIELD: Darlene Wakefield, Wakefield
21 Law Offices.

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1 MR. KATZ: Michael Katz, Family Legal
2 Advocacy Group. Good morning.

3 MR. ROBINSON: Chris Robinson, Children's
4 Legal Services.

5 MR. BERRY: Sorry. I didn't get it.

6 MR. ROBINSON: Chris Robinson.

7 MR. BERRY: Okay.

8 MS. BRIGHT GORDON: Cornelia Bright Gordon,
9 Maryland Legal Aid.

10 MS. WILLIAMS: Good morning. Marsha
11 Williams, Williams, McCleman & Stack.

12 MS. COCHRAN: Good morning. I'm Debbie
13 Cochran, Law Offices of Darlene Wakefield.

14 MS. GRIMES: Good morning. Meisha Grimes of
15 McGuire Grimes.

16 MR. KING: I'm Barrett King, King Hall, LLC.

17 MS. PISANI-JACQUES: Good morning. Kristen
18 Pisani-Jacques, Maryland Legal Aid.

19 MS. SARATHY: Priya Sarathy, also with
20 Maryland Legal Aid.

21 MS. WALTERS: And this is Laura Walters from

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1 Drechsler, Larkin & Walters.

2 MS. ZARZECKI: Good morning. Hannah Zarzecki
3 on behalf of Davis, Agnor, Rapaport & Skalny. Angela
4 is also here, Angela Grau, but she is getting kicked
5 off she said. So, I stuck up for her.

6 MS. FERMAINT: Good morning. Brooke Fermaint
7 from Drechsler, Larkin & Walters.

8 MS. LEMON: Good morning. Erica LeMon,
9 Maryland Legal Aid.

10 MR. PALMER: Hi. Christopher Palmer for Law
11 Office of Sharon Donahue.

12 MR. BERRY: Okay. Thank you. Thank you, all,
13 and welcome. You have taken a moment to be with us.

14 This pre-proposal conference, the objective
15 of the pre-proposal conference is to go over, share
16 information regarding the solicitation that was
17 published and to ensure that we are all on the same
18 page in regards to what is expected to be awarded the
19 contract for this solicitation.

20 As I mentioned previously, I do ask that
21 everyone just keep yourself on mute. There will be a

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1 portion of this presentation for questions. I think
2 the agenda, I attached to the invite. So, everyone
3 will be able to see what portion of this meeting. I
4 will open it up for questions.

5 There were several questions that were
6 received prior to this meeting. We will be sending out
7 the question and response. What I do ask as well,
8 whatever questions that you ask at this meeting, I do
9 ask that you follow up in writing to me, just for
10 transparency purposes for the vendors that may not
11 have been able to make this meeting. My intention is
12 to respond to all the questions in writing.

13 I do want to make one thing clear. That all
14 communications should be directed to me going forward,
15 and should not be directed to anyone else unless I --
16 unless you receive any other -- receive information
17 from me directing you otherwise. Any questions, any
18 concern, my phone and email is, I'm pretty active in
19 responding.

20 The transcribed or this meeting and all
21 addendums, as well as questions and any other

1 information regarding this solicitation, I will be
2 publishing it on eMaryland Marketplace. I will try my
3 best to send it to the perspective vendors that I do
4 have on my list. I will be using this list, the list
5 of vendors that I get from my chat, to be updating my
6 vendor list to have them on my contact list as well,
7 as I send this information. But outside of that, your
8 first place to is eMaryland Marketplace. That's where
9 all information regarding this solicitation will be
10 published.

11 I do want to go over some key dates. Glad
12 you all are here. You all got the addendum one
13 revising the pre-proposal conference. And I apologize
14 for that. Somehow I stated a month from today's date,
15 but I corrected that.

16 This proposal is due on October 16, 2025, at
17 3:00 p.m., local time. And another date that I want to
18 bring to everyone attention is regarding questions.
19 All questions are due October 7, 2025, at 3:00 p.m.,
20 as well. So, you have from the time the proposal was
21 published all the way up to October 7th to submit your

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1 questions. And as I mentioned previously, all
2 questions should be directed to me.

3 I want to jump right into the introduction.
4 I want to jump into the opening this. I will give
5 Teminka a chance to have some opening remark, and then
6 we will go right into the meat and potatoes of this
7 meeting. Okay.

8 Teminka?

9 MS. RAWLINGS: Okay. Thank you, Rufus.
10 Again, good morning to all. I'd like to express my
11 sincere gratitude for your interest in this work, and
12 for many of you your continued commitment to it. We
13 serve the most vulnerable population in Maryland. They
14 rely on us to protect their safety but also to ensure
15 that their voices are heard, as you all know.

16 As author Mohsin Hamid reminds us, "Empathy
17 is about finding echoes of another person in
18 yourself." And I truly believe the sentiment lies at
19 the heart of this work and underscores the
20 responsibility we all share.

21 Okay. And Rufus, you go ahead.

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1 MR. BERRY: I do want to, the first thing I
2 would like to cover is the minimum qualifications. As
3 many of you can see, we do have a minimum
4 qualification in this solicitation. And to be
5 considered reasonable susceptible to be selected for
6 an award, an offeror must document in your proposal
7 that you have met the minimum qualification. And the
8 minimum qualification, I will go through it based on
9 the functional areas.

10 Functional area I, which is CINA, C-I-N-A.
11 The offeror shall have at least one attorney employed
12 who is assigned to represent children under this
13 contract with a minimum of one year experience of
14 Maryland specific child welfare legal experience. I do
15 ask you to pay attention to that and look and read in
16 depth that section.

17 The next minimum qualification that we have
18 is regarding functional area II, and that is the APS.
19 And a brief description of that. The offeror shall
20 have at least one attorney employed who is assigned to
21 represent alleged vulnerable adults under this

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1 contract with a minimum of one year experience in a
2 Maryland specific adult guardianship legal experience
3 or may have five years in general litigation
4 experience. As I mentioned, you are asked to go back
5 and read those section. In order to -- the offeror
6 must -- as proof of meeting this requirement for both
7 functional areas, the offeror shall provide with its
8 proposal a copy of the resume of the attorney that
9 will be representing, the attorneys that will be
10 assigned to these cases. And, again, go back and read
11 the minimum qualifications to show that you submit the
12 proposal accordingly. And that is outlined in Section
13 1 of the solicitation.

14 Regards to Section 2, I do want to ask to
15 read that again. We'll open it up for Teminka to
16 address and speak to Section 2 of the solicitation.
17 That is the scope of work.

18 MS. RAWLINGS: Okay. Now for the fun stuff.
19 Contractor requirements, scope of work. These
20 contracts cover two functional areas, as Rufus
21 mentioned, functional area I, which is the legal

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1 representation of children who are involved in CINA --
2 I'm sorry, child in need of assistance, termination of
3 parental rights, and other related proceedings. That's
4 CINA/TPR. And functional area II which covers the
5 legal representation of indigent and/or alleged
6 disabled adults involved in adult protective services
7 or adult guardianship review board hearings.

8 All contracts shall be for an indefinite
9 quantity, with a fully loaded fixed unit price per
10 client, per contract year. Appeals are invoiced
11 separately, once per client per contract year.

12 The contract duration is three years, with
13 two, one-year option periods.

14 Awards per jurisdiction. All jurisdictions,
15 all 24 jurisdictions will have at least two contracts.
16 In functional area I, CINA/TPR, Baltimore City will
17 have up to four contracts. The calendar day assignment
18 will be distributed according to the contractor's
19 ranking. The first will get 50 percent, second 25,
20 third 15, and the fourth 10 percent.

21 For Baltimore County, Harford, Montgomery,

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1 and Prince George's, there will be up to three
2 contracts with a 50/30/20 percent distribution. The
3 remaining 19 jurisdictions will have up to two
4 contracts with a 75/25 percent distribution.

5 Now, in functional area II, APS/APGRB,
6 Baltimore City and Baltimore County will have up to
7 four contracts. The distribution will be 50/25/15 and
8 10 percent, with the other 22 counties will have two
9 contracts with a 75/25 percent distribution.

10 For existing cases, current contractors may
11 retain open cases if they submit a proposal and meet
12 all RFP requirements.

13 Next. Contractor responsibilities.
14 Functional area I, which is CINA/TPR, must provide
15 sufficient, qualified staff to meet the requirements
16 of case representation. Minimum qualifications
17 CINA/TPR attorneys must have, as Rufus explained
18 earlier, one year of Maryland specific child welfare
19 legal experience. They must maintain a one to 100
20 attorney-to-client ratio, provide zealous client
21 directed advocacy in line with Maryland attorney's

1 rules of professional conduct and guidance of advocacy
2 for attorneys representing children in CINA and
3 related TPR and voucher proceedings. Independent
4 investigations are required. Attorneys must personally
5 know their client's circumstances, placements, and
6 experience expressed interests.

7 In-person client contact. A minimum once
8 every six months, prior to each hearing, in the
9 child's placement or other appropriate setting. If the
10 child does express not wanting to meet at home, that
11 must be documented in the file for a contract monitor
12 to review.

13 Hours per case. The contractor shall
14 dedicate no less than eight hours per client per
15 contract year.

16 Continuing legal education. Minimum 12 hours
17 annually.

18 Continuity of representation. One assigned
19 attorney per client. Transitions must be documented
20 and reported to the State's contract monitor.

21 Appeals. The requirement is that you file an

1 appellate brief and attend the oral argument, if
2 scheduled, in order to bill the Department. The brief
3 shall be submitted to the State's contract monitor
4 electronically as a substitute for the court order in
5 the MLSP electronic invoicing system. If a brief is
6 filed, there is no -- and there is no oral argument,
7 the contractor may invoice the Department along with a
8 copy of the court's notice or court order.

9 Contractor responsibilities, functional area
10 II, APS/APGRB. Again, provide sufficient qualified
11 staff to meet the requirements of case representation.
12 Attorneys must have one year of Maryland specific
13 guardianship experience or five years of litigation
14 experience. They need to maintain a one to 100
15 attorney to client ratio. In person client contact is
16 required prior to hearings or at least every six
17 months and must occur in the client's environment
18 unless the client prefers otherwise. Again, if the
19 client prefers otherwise, it must be documented in the
20 file. The contractor shall dedicate no less than six
21 hours per client, per contract year.

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1 Continuing legal education is also 12 hours
2 annually. Investigations, appeals, ancillary
3 proceedings and continuity of representation mirror
4 the CINA requirements.

5 Next, I'll go over the administrative and
6 staffing requirements which are the same for
7 functional area I, CINA/TPR, and functional area II,
8 APS/APGRB. Maintain offices within 50 miles of awarded
9 jurisdictions to minimize delays. Attorneys must be
10 employees, not subcontractors. Again, subcontracting
11 is not permitted. And also, remain in good standing
12 with the Maryland Bar. Supervision is required for all
13 attorneys who are hired that do not meet the minimum
14 experience threshold. The supervising attorney is
15 required to be physically present during all court
16 ordered proceedings and until the minimum years of
17 experience have been attained.

18 Attorney compensation must meet or exceed a
19 70,000 full-time equivalent for salary plus benefits
20 to ensure workforce stability. Maintain case file
21 documentation and adhere to reporting requirements,

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1 including the intake forms, staffing reports,
2 postponement reports, and annual monitoring audits, et
3 cetera. Contactors must notify the State's contract
4 monitor on a rolling basis of any changes in staffing,
5 any new hires, resignations, terminations, or
6 complaints with the Attorney Grievance Commission or
7 essential staff. Please do not let us hear from the
8 *Baltimore Sun* before we hear from you. Just so
9 everyone is listening.

10 Contractors must ensure that prior to
11 replacement of any attorneys, a current resume and
12 letter of good standing from the Court of Appeals of
13 Maryland to verify qualifications served under the
14 contract are provided to the State's contract monitor.
15 Contractors shall cooperate and interface with the
16 State for routine periodic and special compliance
17 audits as deemed appropriate by the State. So, let's
18 all be nice. Contractors shall not comingle revenues
19 associated with the contract, with contractor's other
20 revenue which may be held in a separate fund or trust
21 account. The contract monitor shall review the final

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1 deliverables to determine compliance with the accepted
2 criteria as defined for that deliverable. In the event
3 of rejection, the contract monitor will formally
4 communicate in writing any deliverable deficiencies or
5 nonconformities to the contractor, and the contractor
6 will resubmit the corrected deliverable within the
7 agreed upon time period. Contractors will be subject
8 to sanctions for failure to meet reporting, continued
9 legal education, or staffing requirements.

10 Next, Section 3, standard terms and
11 conditions. A kickoff meeting may be scheduled post
12 award to align expectations. In the event of contract
13 termination, contractors must support an orderly
14 transition. This means that the contractor will
15 cooperate with the MLSP staff to facilitate an
16 organized and timely transition of all necessary
17 knowledge, case files, and materials for tasks
18 completed. The contract monitor may also provide the
19 contractor with additional instructions to meet the
20 specific transition requirements prior to the end of
21 the contract.

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1 Invoices must be accurate, complete and
2 submitted through the MLSP electronic system. The
3 required supporting documentation includes but isn't
4 limited to appointment orders, court orders or
5 certificates of attendance, case identifiers, hearing
6 dates. Please, please, please ensure that the hearing
7 date being billed matches the submitted court order.
8 This has been an administrative nightmare. So, I want
9 to, again, highlight. Please have your staff,
10 encourage your staff members to take the time to check
11 their entries before they submit those invoices.

12 Travel costs are not reimbursable expenses.
13 Contractors must maintain strict confidentiality,
14 avoid conflicts of interest, and adhere to the COMAR
15 and Title 4E federal funding requirements.

16 Insurance requirements. Please make yourself
17 familiar with those. It's liability, malpractice,
18 cyber data breach, worker's comp and auto coverage.
19 The contractor shall secure, at its own expense, a
20 Maryland State Police and/or FBI background check on
21 all assigned employees and all new employees prior to

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1 their assignment. The contractor shall provide
2 certification to the Department after the contractor
3 has completed the required criminal background check,
4 and also provide certification that the contractor's
5 personnel has successfully passed this check.
6 Contractors must provide and maintain a problem
7 escalation procedure, which is PEP, for resolving
8 performance issues. The PEP must state how the
9 contractor will address problem situations as they
10 occur during the performance of the contract.
11 Especially problems that are not resolved to the
12 satisfaction of the State within the appropriate
13 timeframes. Please note that the contractor must
14 provide the PEP no later than 10 business days after
15 the notice of recommended award or after the date of
16 the notice to proceed, whichever is earlier. The
17 contractor must provide and thereafter maintain a
18 problem escalation procedure for both routine and
19 emergency situations. Contractors must also agree to
20 noncompete clause prohibition to allow staff to
21 transition to successor firms.

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1 And that concludes what I will be covering.
2 Rufus?
3 MR. BERRY: Thanks, Teminka.
4 At this time, I do want to take a pause from
5 our agenda and open it up to questions, just regarding
6 what has been relayed thus far. First, before I go to
7 the vendors. Nelson, do we have any questions in the
8 chat?
9 MR. LUI: Asa is asking for the agenda.
10 MR. BERRY: Repeat that, Nelson.
11 MR. LUI: Asa is asking for an agenda.
12 MR. BERRY: For the agenda?
13 MR. LUI: Yes.
14 MR. BERRY: The agenda is on the invite. Are
15 you on the invite.
16 MS. RAWLINGS: I'll send it to him.
17 MR. BERRY: Okay. Thanks, Teminka.
18 Is there any other questions, Nelson?
19 MR. LUI: No. That's the only question.
20 MR. BERRY: At this time I want to open it
21 up for questions regarding what has been -- what

1 information that we have shared thus far. Any
2 questions?

3 MS. SCHAUFFLER: Jennifer Schauffler here,
4 from Maryland Legal Aid.

5 MR. BERRY: Hello.

6 MS. SCHAUFFLER: Hi. How are you?

7 MR. BERRY: Good.

8 MS. SCHAUFFLER: Another thing, that some of
9 the wording that Teminka just went over with regard to
10 background checks is not actually in the RFP. Just
11 bringing that to your attention. So, the RFP seems to
12 not include that information.

13 MR. BERRY: The background check
14 information? Okay. We'll look at that. All right.

15 MS. SCHAUFFLER: The section is 372.

16 MS. RAWLINGS: I think it's a numbering
17 issue. But Rufus is going to correct it.

18 MS. SCHAUFFLER: Right. But then I (audio
19 interference) not there. So, we've gone through it
20 several times.

21 MS. RAWLINGS: Uh-huh. Yes.

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1 UNIDENTIFIED SPEAKER: So, we'll probably be
2 doing an amendment to (audio interference) background
3 check language.

4 MR. BERRY: Just noticed that this morning
5 that it has not been resolved.

6 MS. SCHAUFFLER: Yeah. We have a few things
7 like that to - sure. We've noticed several things like
8 that. So, I'll just bring them up as we go along.
9 Thanks.

10 MS. RAWLINGS: Yes.

11 MR. BERRY: All right. Any other questions?

12 MS. SCHAUFFLER: One other question. Is
13 there, regarding the timing, and the signatures, and
14 all that kind of stuff, a great point, Teminka. I
15 don't see anything in the RFP that is, you know, sort
16 of acknowledging the changes with MDAT. So, that's
17 been a big change over the last two years. So, it
18 might be a good idea to have something in the RFP
19 related to MDAT. Just a suggestion, if that's
20 possible.

21 MS. RAWLINGS: What specifically?

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1 MS. SCHAUFFLER: That we now have to use it
2 statewide, and any changes that that's brought to
3 bear.

4 MR. BERRY: What are you referring to?

5 MS. SCHAUFFLER: Well, there are changes in
6 processes. And I just didn't see anything about MDAT
7 in the RFP. I just kind of expected that there would
8 be something about that. So, if it's not important,
9 that's fine.

10 MR. ECTOR: Hi, Asa. This is Aretha. Can you
11 give us a little bit more detail because, of course,
12 you as attorneys have access to MDAT but no one else
13 does.

14 MS. SCHAUFFLER: Erica, can you help out
15 with that?

16 MS. LEMON: So, I think there are some
17 issues with, like, the timing maybe of the signing of
18 orders and how the orders, you know, what orders are
19 going to be acceptable and what information is going
20 to be acceptable. Like, if there's no order, would a
21 docket sheet be acceptable? Those are filed on MDAT.

1 That might be some of the things. Baltimore City used
2 to use Quest. Now they are all completely on the MDAT.
3 And so, that might also have some additional
4 implications.

5 MR. BERRY: Okay. Let's look into that.

6 MR. ECTOR: Okay. And if you think of
7 something specific, you know, kind of let us know. But
8 --

9 MS. SCHAUFFLER: Sure. We can --

10 MR. ECTOR: Teminka, to my knowledge, you
11 guys never had access to Quest --

12 MS. RAWLINGS: No.

13 MR. ECTOR: -- either, correct?

14 MS. RAWLINGS: Correct. We didn't have
15 access to Quest.

16 MR. ECTOR: So, the Department, yeah, they
17 won't be able to access MDAT or any documents. So,
18 everything will still have to come from the attorneys.

19 MR. BERRY: Okay. Darlene?

20 MS. WAKEFIELD: Yes. I had a couple
21 questions. Generally speaking, and I think I sent this

1 in, and that was what I was asking earlier. I hate to
2 repeat what I might have sent in in writing, but maybe
3 I can get it faster, the answer, this way.

4 So, the RFP numbering, as I think everybody
5 has noticed, is really off, and it's not matching. Are
6 you going to be issuing a new RFP, or are you just
7 going to send out addendums, or how are you going to
8 do that?

9 MR. BERRY: With another addendum to correct
10 it.

11 MS. WAKEFIELD: Okay.

12 MR. BERRY: It won't be a new RFP.

13 MS. WAKEFIELD: Okay. All right. Because
14 it's really difficult to be writing it when it's not
15 matching. But thank you for that.

16 I just wanted to mention, well, ask a
17 question how the State came up with the five-million-
18 dollar cyber insurance? That's the first time it's
19 ever been in the RFP. So, I have a question related to
20 that. And then just to let you know that I have
21 investigated the cost of the premium for five million

1 dollars of cyber. And it's around \$15,000 a year,
2 which is extremely cost prohibitive for a firm my
3 size.

4 MR. ECTOR: Okay. We'll take a look at that.
5 This is part of the standard RFP requirements.
6 However, we do understand it depends on the nature of
7 the services that are being provided. We are able to
8 adjust the minimums and the maximums. If that's
9 something, again, if you put that in writing, we'll
10 take a look at it. And we've noted it here as well.

11 MS. WAKEFIELD: Okay. I hadn't put that one
12 in because I just actually got the premium amount
13 yesterday. So, but I will submit it in writing. I got
14 it for a million just to check it, and then I got it
15 for five million. But I'll submit that in writing.

16 MR. ECTOR: Okay.

17 MS. WAKEFIELD: And I think the other big
18 issue, and I have submitted this, is -- I can give you
19 the section. It's page 28. It's regarding grievances,
20 reported or filed with the Attorney Grievance
21 Commission and the Stat. I guess I should say what I

1 believe to be overreach in terms of they're saying
2 that if an attorney has a grievance filed against
3 them, that they will have to be suspended from
4 participating in representation under the contract
5 unless and until that grievance has been, I guess
6 adjudicated. I don't understand how the State DHS,
7 MLSP believes they have the authority to do that,
8 which is in the exclusive jurisdiction of the Supreme
9 Court of Maryland to suspend or disbar an attorney.

10 MR. ECTOR: We'll look at the language. But
11 in terms of the suspension, it's not -- we're not
12 making an adjudication about whether the complaint or
13 the grievance is accurate or confirmed or not. It's
14 suspension from operating under the contract. And,
15 again, this is page 27 you said, or what's the
16 section?

17 MS. WAKEFIELD: Twenty-eight. It's 28. It's
18 Section -- well, right now I think you have it, it
19 starts on 2.3.4 -- no. I guess it's not two. Just go
20 to page 28. It's paragraph "B." And it's the last
21 sentence. "Any pending complaints with the Attorney

1 Grievance Commission must be disclosed for any
2 attorney providing services under the contract." Don't
3 have a problem with that part. But then you go on to
4 say, "And the attorney shall be prohibited from
5 handling cases until the resolution of the grievance."

6 MR. ECTOR: Right. Those handling cases
7 under the contract.

8 MS. WAKEFIELD: I know. That's our
9 attorneys. So, how can you suspend -- basically,
10 you're finding that that attorney is "guilty" of
11 whatever complaint is filed with the Attorney
12 Grievance Commission. Anybody can file a complaint
13 with the Attorney Grievance Commission. Parents,
14 persons that aren't even connected to the case.

15 MR. ECTOR: Uh-huh.

16 MS. WAKEFIELD: So, basically, you're saying
17 they have to stop working under the contract. What do
18 we do with those cases? Who represents those children?
19 How is that continuity representation? And what
20 authority do you have to tell us that that attorney
21 can't practice under this contract when they have a

1 certificate of good standing?

2 MR. ECTOR: I think we do have the authority
3 to determine and decide who can provide services under
4 the contract and who cannot. We'll certainly take a
5 look at it. But I think we do have that authority to
6 do that. We're not saying they're suspended from the
7 practice of law completely. With respect to if an
8 attorney is suspended for whatever period of time, and
9 even in an absence, it's up to the firm to find
10 substitute counsel. And if you cannot, then we'll do
11 like we always do and we'll find other attorneys to
12 step in from either another firm or the court will
13 appoint an attorney to do so.

14 MS. WAKEFIELD: So, you're making an
15 adjudication that that complaint that's been filed is
16 valid?

17 MR. ECTOR: No. We can agree to disagree.
18 We'll take a look at it. But I do believe the
19 Department can determine and decide who will continue
20 to operate under the contract and not, without making
21 any final determination or conclusion.

1 MS. WAKEFIELD: Okay.

2 MR. BERRY: So, Darlene, just send us your
3 questions in writing and we'll respond.

4 MS. WAKEFIELD: I sent that one. I sent that
5 one.

6 MR. BERRY: Yeah. It's on the list. So, we
7 will respond.

8 MS. WAKEFIELD: I would just -- I'm just
9 asking for maybe the middle ground would be we have to
10 report it to you. Yes. There's been a complaint filed.
11 We can give you the substantive information in the
12 complaint, we can give you a copy of the complaint,
13 and then keep it on the radar. And then -- because it
14 can take months, as you know. It can take a year till
15 that's resolved. Even not even resolved, just the
16 initial investigation.

17 And I think just one point I want to make
18 too is, this -- I mean, this isn't applying to
19 attorneys that, you know, Department of Social
20 Services attorneys, public defenders, they get a
21 complaint filed. No one is suspending them from

1 representing parents or representing the Department in
2 these cases. And, I mean, how is that equal? And, you
3 know, -- so, anyway, I won't belabor it. I just wanted
4 to put it out there. I think it's a big issue. I think
5 we could -- hopefully, we can have middle ground on
6 it, short of a suspension of practicing under the
7 contract. Thank you.

8 MR. ECTOR: Uh-huh.

9 MR. BERRY: I think the next hand up, we'll
10 take, maybe three more questions and then we'll
11 continue.

12 MS. SARATHY: Yes. This is Priya Sarathy
13 here. Although I'm labeled as MDLAB. By question was,
14 you had mentioned earlier that there might be new
15 sections that get amended in the RFP. Keeping that in
16 mind, is there a possibility of getting an extension
17 on the deadline as well? Because if we're going to get
18 change requests as we are compiling our information,
19 it would be ideal to have as much time to also
20 respond.

21 MR. BERRY: So, what I will tell you, that

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1 these changes that have been brought up as far as,
2 like, the numbering is that I'll submit the change.
3 But we cannot -- I'm not going to say, yes, there will
4 be -- we cannot extend the deadline. As of right now,
5 the deadline is what it is. And if I determine that
6 it's best to extend it, I will send that as an
7 amendment. But for right now the deadline is what it
8 is.

9 MS. SARATHY: And a very quick follow up of
10 this is, if that does happen, would we be given enough
11 notice and time? Because if there are some major
12 changes, right now it's not but if it is significant,
13 we would ask that we be allowed to raise that extra
14 time.

15 MR. BERRY: Yeah. If it is -- if I determine
16 that an extension is needed because of the changes, I
17 will do -- I will give enough time, a good faith for
18 all vendors to submit their proposal.

19 I believe Stephanie, next question?

20 MS. FRANKLIN: Yes. Thank you, Mr. Berry.
21 So, I wanted to know if you all would consider

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1 striking the information about certificates of
2 attendance being utilized to support that attorneys
3 are present. I do want to inform you all that not
4 every jurisdiction is amenable to actually filling
5 those out. And they're saying that they're actually
6 not legal. So, I just wanted to raise that because
7 it's not accepted in many jurisdictions. That's number
8 one.

9 Number two, regarding due dates for
10 submission of invoices, the request for payment
11 summary, the monthly client case list import template,
12 as well as I'm going to include in the monthly
13 postponement report and changes in staffing form. It's
14 due based on this solicitation by the 15th of the
15 month. And I want to say that in many jurisdictions we
16 don't give orders until two, three, and sometimes even
17 four weeks after the hearing. So, if there is a
18 hearing that happens on September 30th, we may not get
19 it till the third or fourth week of October. So, then
20 we won't be able to submit the invoices in a timely
21 manner. So, I'm asking if you all would consider

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1 switching it back to the 30th of the month, because
2 many jurisdictions, again, they don't submit, or
3 distribute I should say, orders timely. And it's going
4 to put us in noncompliance.

5 The last thing I wanted to raise, just for
6 the State to consider, is because I think that Ms.
7 Wakefield raises an important point about the
8 grievance process. And while I know that there is some
9 exchange about whether or not the State has the
10 authority or -- the authority to actually suspend
11 people or prohibit people from engaging in
12 representing children if there is a grievance filed
13 against them. I want to bring it to reality so the
14 State is very aware of the difficulty of finding
15 attorneys to do this work. Particularly with the
16 requirements that you have in terms of the Maryland
17 specific child welfare experience. It places the firm
18 heads in an extreme difficult position if we were to
19 remove people who are otherwise qualified under the
20 contract, if there is a pending grievance against
21 them. Again, notifying the State I think is

1 appropriate, but suspending them until a judgment is
2 rendered seems to be unfair and a gross overreach, and
3 it does put at jeopardy the representation of children
4 and having that continuity. And I think that that
5 needs to be taken into consideration.

6 And, again, I want to underscore the extreme
7 difficulty it has been, particularly since COVID, to
8 find attorneys that not only want to do this work, and
9 continue to do this work, but that meet the
10 requirements that are stated. So, I think that that is
11 worth some serious consideration in terms of what the
12 State's decision will be on that.

13 I would also like to add that often times
14 with some of these grievances, they are very frivolous
15 grievances on people who are very upset because they
16 don't like the position that you've taken. And so, you
17 have to go through an onerous process just for a
18 complaint to be dismissed. And that takes an attorney
19 away from the contract, which places a big hole. And I
20 think reassigning them to another provider or even
21 conflict counsel who sometimes don't have the

1 qualifications that many of us have who actually have
2 contracts doing this work, places the children that we
3 represent in a very challenging position. So, I just
4 wanted to close with that because I'm asking that you
5 all deeply consider that. Thank you.

6 MR. BERRY: Okay. Thank you for that, Ms.
7 Franklin. I do ask that you send me those concerns and
8 questions in writing. And I will respond to it
9 appropriately and accordingly for future.

10 And as I mentioned previously, any questions
11 that anyone asks here, please whether the response
12 was, whether we respond or whether we can respond or
13 not, still follow up with the question in writing just
14 so that I can have it on the record. And I'll respond
15 to it accordingly to everyone. Okay.

16 MR. ECTOR: Unless it's a simple yes or no
17 question?

18 MR. BERRY: Oh, yes.

19 MR. ECTOR: We don't need that. Because this
20 is being recorded, and you will be provided with a
21 copy of the transcript.

1 MR. BERRY: Yes. Yes. Thanks for that,
2 Aretha.

3 That being said, I know there are a few
4 other hands up, but I wanted to hold onto the
5 questions for now. We do -- we will have another
6 question and response section. I want us to continue,
7 just in the interest of time, continue on the
8 presentation. And so, I do ask everyone to please mute
9 yourself once more. And I'm going to go over Section 4
10 of the solicitation.

11 As I mentioned previously, all response must
12 be submitted to eMaryland Marketplace. I have provided
13 the link for the instruction on how to access
14 eMaryland Marketplace. That's where, as I mentioned,
15 that's where I will be posting every information. I
16 will try my best to email it to the list that I have.
17 And as I said, I will update my list with the vendors
18 that is on this meeting. But your first place to check
19 is eMaryland Marketplace.

20 And we start with oral presentation.
21 Offerors may be required to make oral presentations to

1 the State, the State representative. An oral
2 presentation will -- is con -- will be considered a
3 part of your technical proposal. You must -- when you
4 are -- when you are -- when we have determined that an
5 oral presentation is needed, I will send an invite
6 out. You must confirm and send your representative
7 that will be attending the oral presentation. And I do
8 want to propose that you must keep your oral
9 presentation limited to what you submitted in the
10 proposal at the due date. No new information shall be
11 provided. But further instruction will be given when I
12 send the oral presentation invites out to the vendors.

13 And I don't know if I mentioned it
14 previously, but this solicitation, the procurement
15 method that's being used for this solicitation is
16 competitive sealed proposal. And that is under COMAR
17 21-05-02.

18 I do want to -- the next point I want to
19 emphasize is that regarding the due date. The
20 proposal, any proposal that is received after the due
21 date will not be considered. Therefore, I do ask that

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1 you pay close attention to the due date and time that
2 the proposal is mentioned in the key information
3 sheet. We cannot receive any proposal past the due
4 date, or a minute past the time it is due. First
5 point, is eMMA will not allow you to submit your
6 proposal one minute past -- anytime past the due date.

7 Your proposal may be modified or withdraw
8 prior, before the due date and time. However, past the
9 due date you cannot withdraw or modify your proposal.

10 And as I mentioned previously, your proposal
11 will not be accepted by email or by physical mail. It
12 must be submitted eMMA. And also, there will not be a
13 public opening of this solicitation, of the proposal.

14 I do ask that if any offerors not -- decide
15 not to respond to the solicitation, I do request, ask
16 that you send me, submit me a notice to vendor form in
17 which you would include your company information and a
18 reason for not submitting, for not responding. That
19 helps us in the future in how we address your concerns
20 and how we address (indisernible). So, it keeps the
21 information on the State's radar for future endeavors.

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1 So, please, please, submit those forms.

2 The offeror may also -- the offeror may
3 select to serve more than one jurisdiction in this
4 solicitation. However, if you choose to respond to
5 more than one jurisdiction and multiple functional
6 areas, you must submit a proposal for each of the
7 jurisdictions that you are responding to and a
8 financial response for each of the jurisdictions. We
9 have given clear instruction on the financial
10 document, financial form as to what you need to list
11 at the very top to identify the jurisdiction and how
12 it should be separate. So, I do ask that you pay
13 attention to that.

14 MR. KANG: And Rufus, we have a question
15 from Marsha Williams.

16 MR. BERRY: Yes. Yes, a question?

17 (No response.)

18 MR. BERRY: I'm sorry. Sang, you say you had
19 a question?

20 MR. KANG: There's a question from Marsha
21 Williams.

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1 MR. BERRY: Yes. We are holding questions to
2 the second phase of the presentation. I think there
3 were several people hands up that had questions. So,
4 we're going to hold onto all the questions. Okay.

5 I do want to jump down to the award basis.
6 This contract will be awarded to the responsible
7 offeror that submit a responsive proposal with the
8 most favorable proposal price for providing the
9 services, providing (indiscernible) services as
10 specified in this RFP.

11 I do want -- regarding the award, the award
12 of this contract will not be final. I do only say
13 that. (Indiscernible) complete until the contractor
14 submitted all subsection documentation that's required
15 under this contract, and the procurement officer has
16 determined, and a determination by myself, the
17 procurement officer that there's a need.

18 Secondly, the contract will be signed by the
19 Department following all the requirement of --
20 required approval of the contract. That includes the
21 BPW, and that's Board of Public Works, approval of

1 this contract based on the dollar amount of this
2 contract.

3 One other thing I want to bring to everyone
4 attention is the duration of your proposal. The
5 proposal -- proposals submitted in response to this
6 RFP is irrevocable for at least 180 days, at the very
7 minimum. So, you cannot withdraw your proposal. Your
8 proposal is reasonable for 180 days.

9 One other thing. I want to bring up one
10 other thing regarding the cancellation of the
11 solicitation. This RFP may be cancelled as provided in
12 COMAR 21.06.02 -- 21.06.02.02. The State reserves the
13 right to cancel this RFP, accept or reject any and all
14 proposals in whole or in part received in response to
15 this RFP. I do ask that you read that section, pay
16 attention to that.

17 The next section I want to speak to is
18 regarding the acceptance of the terms and conditions.
19 I do want to emphasize that by submitting the proposal
20 in response to this RFP, offeror, if selected for
21 award, shall be deemed to have accepted the terms and

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1 conditions in this RFP and the contract, and all
2 subsequent documentation that follows that.

3 And the next thing is your proposal
4 affidavit. The offeror must submit -- offeror must
5 submit by -- you must submit a proposal affidavit that
6 will accompany your proposal. And we do want you to
7 pay attention to Table "A" that emphasize all the
8 necessary document that is required to accompany your
9 proposal.

10 Contract affidavit. All offerors are advised
11 that if the contract is awarded as a result of this
12 solicitation, the successful offeror will be required
13 to complete a contract affidavit. That is on Table
14 "B." I do ask you that you -- I do ask that you pay
15 attention to that table as well.

16 Now, I want to pause here for a second and
17 address the next section of the solicitation, and that
18 is the living wage. I will -- I want to ask Sang to
19 speak to that, to the living wage portion of this
20 solicitation.

21 Sang, are you here?

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1 MR. KANG: Yes. The living wage, DHS just
2 wants to emphasize that there is a living wage law in
3 the State of Maryland, and it applies to all
4 solicitations valued at 100,000 or more. The current
5 Maryland living wage law is \$17.17 per hour for tier
6 one areas. Montgomery County is actually \$17.65. Tier
7 one areas are Anne Arundel, Baltimore, Howard,
8 Montgomery, and Prince George's Counties, and
9 Baltimore City. For tier two, which is any other
10 county, the living wage has just changed to \$15 per
11 hour. So, we just wanted to emphasize that there a
12 living wage law, and to just talk about that a little
13 bit today. If you have any questions about it, please
14 reach out to DHS.

15 THE REPORTER: Mr. Berry, I think you're on
16 mute.

17 MR. BERRY: Yes, I was. I was saying, thanks
18 for that. I think what I was indicating was that Sang
19 said to direct the questions regarding living wage to
20 DHS. I do ask that you send it to me, all
21 communication send it to me, and I will direct it to

1 the appropriate personnel.

2 We do have -- we try to leave a portion of
3 the presentation for hiring agreement. Unfortunately,
4 the individual that speaks to this is not present.
5 Therefore, I will be sending everyone the information
6 regarding the hiring agreement. And I will be
7 publishing it on eMMA as well. If you have any
8 questions regarding the hiring agreement or the
9 information that I share with you all, please let me
10 know in writing and I will respond accordingly.

11 I do want to jump back into the Section 5 of
12 the solicitation, your format, how you should submit
13 your proposal. I do ask that each offeror submit the
14 proposal in separate volumes. There's Volume I and
15 there's Volume II. Volume I is your technical
16 proposal, and Volume II is your financial proposal. It
17 should be labeled as such.

18 In your Volume I, I do urge, and please make
19 note of this, I ask everyone to omit all pricing
20 information from your technical proposal. The only
21 pricing information should be in your -- or in any

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1 pricing information should be on your financial
2 proposal, Volume II. Please do not include any in your
3 Volume I. I do ask that everyone pay attention to
4 Table "A," as I mentioned previously. Table "A"
5 explicitly identifies attachments and what are to be -
6 - what is required to be submitted in your technical
7 proposal as well as your financial proposal.

8 Regarding your financial proposal, I do want
9 to make this crystal clear. Do not alter the price
10 form. You should not alter the price form or leave
11 blank any items on the price form. Include any
12 additional clarification or contingent languages on or
13 attached to your price form. I do want to make clear
14 that failure to adhere to any of these instructions
15 regarding your price form may result in the proposal
16 being determined to not be reasonable susceptible for
17 being selected for award and rejected by the State.
18 Again, I emphasize that. I cannot emphasize that
19 enough. Please, please.

20 I want to jump down to your -- to the, to
21 Section 6, the evaluation and selection process.

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1 Evaluation of this proposal will be performed in
2 accordance with COMAR 21.05.03, and that is by
3 establishing a committee. And that -- to establish a
4 committee for the purpose and based on -- and -- the
5 purpose of evaluating it, evaluating the proposal and
6 based on the criteria that is set forth in your -- in
7 the solicitation. The committee will review all
8 proposal, participate in oral presentation and
9 discussion, and they will provide their input to me.

10 I want to touch a little bit on the
11 Evaluation Committee. Well, in the interest of time,
12 let's skip eval -- let's skip that. I do ask that you
13 go and read the evaluation section of the
14 solicitation. If you have any questions, submit it to
15 me by the due time.

16 I want to touch base on the documents that
17 will be required upon notice of recommendation for
18 award. Upon receipt of a notification of
19 recommendation for contract award, the awardee shall
20 complete and finish that all documentations and all
21 necessary documents that I have listed in Table "

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1 B." So, please pay attention to that. Please go and
2 review that table and make yourself familiarized with
3 all the documents that you will be required to submit
4 upon receipt of your notification for recommendation
5 for award.

6 I wanted to pause here for a second. I see
7 there are no more hands up. I want to open it up to
8 questions at this time.

9 Nelson, before I go to anyone else, is there
10 any questions in the chat?

11 MR. LUI: No. No questions in the chat.

12 MR. BERRY: Okay. I think, first, I think
13 Asa?

14 MS. RAWLINGS: Jennifer. That's for
15 Jennifer.

16 MR. BERRY: Oh, Jennifer. Okay.

17 MS. SCHAUFFLER: Yeah. Sorry. I'm listed as
18 Asa.

19 So, a couple of questions. So, Teminka, I
20 just wanted to confirm, like, for the supervising of
21 folks who are working up to their one year of

1 experience. So, how does the supervision time work
2 then?

3 MS. RAWLINGS: So, how does the time work?
4 When they're in court, they need to be supervised, and
5 when they're preparing for the case, they need to be
6 supervised.

7 MS. SCHAUFFLER: Okay.

8 MS. RAWLINGS: Until they've reached the one
9 year.

10 MS. SCHAUFFLER: Okay. So, for any amount of
11 time that they have experience, up to one year they
12 need to be supervised?

13 MS. RAWLINGS: In order to work under this
14 contract. Yes.

15 MS. SCHAUFFLER: Right. Got it. Okay.

16 And then, Rufus, just we appreciate a lot of
17 the substantive questions that folks have asked. Just
18 a couple of things. Are there -- is there a --
19 anywhere that we can know the actual list of the
20 contract dates that are expected? Like, is it supposed
21 to go from June to May again? Just wondering about

1 that.

2 MR. BERRY: I'm sorry. The contract date for
3 this solicitation?

4 MS. SCHAUFFLER: Yeah.

5 MR. BERRY: We -- based on we -- let me get
6 back to you on that.

7 MS. SCHAUFFLER: Okay.

8 MR. BERRY: Because --

9 MS. SCHAUFFLER: Okay. We'll add it to our
10 questions.

11 MR. BERRY: We want to leave it open
12 because, just get how long -- based on how long it
13 will take us to complete the process. We don't want to
14 lock ourself in. So, the anticipation is that it will
15 start in June.

16 MS. SCHAUFFLER: Okay.

17 MR. BERRY: But I will get back to you
18 officially on that. Yes.

19 MS. SCHAUFFLER: Okay.

20 MR. BERRY: I don't want to lock the State
21 into, guarantee the State to a certain date by

1 mentioning it, yeah, at this time.

2 MS. SCHAUFFLER: Okay. And it's good --

3 MR. ECTOR: It's not -- this is Aretha. It's
4 not a lock-in. So, somewhat, just like you said,
5 Rufus. This current contract expires in June. So,
6 certainly, the hope is that new contracts will be in
7 place.

8 MR. BERRY: Yes.

9 MR. ECTOR: By June and we don't have to get
10 an extension. So, that's the goal.

11 MS. SCHAUFFLER: Okay. Yeah. I just wanted
12 to ask about that.

13 And then -- then, yeah. Because the current
14 one actually expires May 2027. So, just for planning
15 purposes, we're just trying to figure out dates.

16 MR. BERRY: No. No, it doesn't end May 2027.

17 MS. RAWLINGS: Well, that would be if we
18 exercised the option year.

19 MR. BERRY: If you exercise --

20 MS. RAWLINGS: Yeah. But we're not exer --
21 yeah. Yeah.

1 MR. BERRY: If we decide to.

2 MS. SCHAUFFLER: Okay. So, we'll get an
3 update. That sounds great.

4 Attachment "QQ," so is that always -- is
5 that on the list of required attachments? Because
6 we're a little confused about that.

7 MR. BERRY: Yes. I think so. Give me a
8 second. Let me pull it up.

9 MS. SCHAUFFLER: So, it's mentioned but it's
10 not also listed in the required attachments. We just
11 want to, um, you know, make sure we're doing the right
12 thing.

13 And I have another question about the
14 bidding. So, -- I mean, I'll wait.

15 MR. BERRY: You can ask me this question
16 while --

17 MS. SCHAUFFLER: Okay. So, is it correct to
18 understand that bids years - bids for years one
19 through three are the same, and then bids for years
20 four to five are the same? That's what it -- that's
21 what we're reading. But we're not really sure, like,

1 what's the rationale for that? Like, how does a vendor
2 include any, you know, increases in staffing costs and
3 things like that? So, the way the contract -- the way
4 the RFP reads, years one through three are the same,
5 and years four and five are the same. So, we're kind
6 of confused on whether that was --

7 MR. BERRY: No. Four and five are the option
8 years.

9 MS. SCHAUFFLER: Uh-huh.

10 MR. BERRY: And so, if the vendor chose to
11 make it where the price are the same for those two
12 years, that's at their discretion.

13 MS. SCHAUFFLER: Oh, okay. So --

14 MR. ECTOR: I think that's the requirement.
15 Teminka, do you want to jump in? I think the
16 requirement is that it is a fixed price for years one
17 through three, and then for the option years it's a
18 fixed -- the price has to be the same as well.

19 MS. SCHAUFFLER: It has to be the same,
20 like, four and five have to be the same? Or --

21 MR. ECTOR: Correct.

1 MS. SCHAUFFLER: -- four and five have to be
2 the same as one through three? Just the way it's
3 written --

4 MR. ECTOR: No.

5 MS. SCHAUFFLER: -- (indiscernible).

6 MR. ECTOR: Right. One through three is to
7 be the same. Let's say your price is \$500. It's \$500
8 for the three years.

9 MS. SCHAUFFLER: Okay.

10 MR. ECTOR: And then the option year, your
11 price increases to \$600.

12 MS. SCHAUFFLER: Uh-huh.

13 MR. ECTOR: For the option, the first option
14 is \$600, the second option must also be \$600.

15 MR. BERRY: Okay. Yes.

16 MS. SCHAUFFLER: Okay. So, that's one way to
17 do it. But we're just wondering, like, what -- what
18 went into the rationale of that? Like, how does a --
19 how does a vendor factor in, you know, each year?
20 Salaries might go up, expenses might go up. Like, how,
21 how do we -- maybe you can't answer that question. But

1 we're just wondering, like, why was it kind of done
2 that way? Any thoughts on that? If not, that's okay.
3 I'm just --

4 MR. BERRY: Yeah.

5 MR. ECTOR: Just make sure you do it with
6 all those factors in because it is fixed price. So, be
7 certain to include those --

8 MS. SCHAUFFLER: Gotcha.

9 MR. ECTOR: -- potential increases as you
10 set your price.

11 MS. SCHAUFFLER: Yeah.

12 MS. RAWLINGS: And that structure hasn't
13 really changed. Rufus may be able to expound a little
14 more about the pricing structure, but that -- it
15 hasn't really changed over the years.

16 MS. SCHAUFFLER: Yeah. We got it. But it's -
17 - but it just does seem -- it's (indiscernible) as you
18 can tell. All right. So, that's one thing.

19 And then just a clarification in Section
20 2.3.233B. Just FYI, it says something about three
21 hours worth of experience that (audio interference).

1 I'm assuming that that's incorrect, but you might want
2 to take a peek at that.

3 MR. ECTOR: What's the section?

4 MS. SCHAUFFLER: 2.3.3B. And it sort of off-
5 handedly says when we do a, you know, audit, we're
6 going to be looking for three hours' worth of work
7 done on the case. And I don't think that's what you
8 mean.

9 And then I asked you about the supervision.
10 Thanks for clarification on that.

11 A few other attachments seem to be
12 identified, but -- so, we think you want to have
13 Attachment "L" is missing, Attachment "M" is missing,
14 Attachment "P" is missing, and Attachment "N" is
15 missing. So --

16 MR. ECTOR: When you say missing, missing --

17 MS. SCHAUFFLER: In the RFP.

18 MR. ECTOR: (Indiscernible.)

19 MS. SCHAUFFLER: They're not there.

20 MS. RAWLINGS: Rufus can check --

21 MR. BERRY: I'm sorry. Can you repeat that

1 question because you were all --

2 MS. SCHAUFFLER: And I can follow up with a
3 letter. It's fine. Just pointing that there are a lot
4 of attachments that are mentioned that are not
5 actually with the RFP. We're assuming you want them,
6 but we, you know, it would be good to know for sure.

7 MR. BERRY: So, before -- I want to be
8 clear. Some of those attachments that is not --

9 MS. SCHAUFFLER: L, M, --

10 MR. BERRY: -- separate. You have a link.
11 I'm sorry?

12 MS. SCHAUFFLER: L, M, P, and N.

13 THE REPORTER: Can I interrupt for one
14 minute. This is Kathy Coyle, the court reporter. When
15 two people speak at one time, only one voice comes
16 through. So, if you guys could just please hold off
17 and wait until each other finishes. Thank you.

18 MR. BERRY: Thanks, Kathy. So, let's --
19 Attachment "L," that is a reference.

20 MS. SCHAUFFLER: Uh-huh.

21 MR. BERRY: You are to send us a reference.

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1 It's not a document that we send to you all. It's
2 stating that at least three reference letters.

3 MS. SCHAUFFLER: Uh-huh.

4 MR. BERRY: So, you should label your three
5 reference letters Attachment "L."

6 MS. SCHAUFFLER: Gotcha.

7 MR. BERRY: Okay. And so, what was the other
8 one, "M?"

9 MS. SCHAUFFLER: "M."

10 MR. BERRY: Yes. Same thing with Attachment
11 "M." That is, you are to list out your current and all
12 prior State contracts.

13 MS. SCHAUFFLER: Okay.

14 MR. BERRY: And you should label that as
15 Attachment "M."

16 MS. SCHAUFFLER: Okay. I guess the point, in
17 the past these were provided and also --

18 MS. RAWLINGS: No.

19 MR. BERRY: No. We have not provided
20 attachments for those. We've always asked the vendors
21 to provide us reference and provide us a list, and

1 those are to be labeled as such. And it's the same
2 thing with Attachment "P" that is for your
3 subcontractor. If there's any subcontractor, you are
4 to submit that to us and label that Attachment "P."

5 MS. SCHAUFFLER: Okay. And then I think we
6 brought up earlier the sections on the disaster
7 recovery data and the security requirements. We didn't
8 see that actually in the RFP. They seem to be missing.
9 So, just want to bring that to your attention.

10 MR. BERRY: You said disaster --

11 MS. SCHAUFFLER: Disaster recovery and data,
12 there's nothing in the 2025 RFP about that in the
13 actual narrative. You don't know? But it was in the
14 last time, so we just don't know if you want that
15 addressed this time. Seems like a bit of an omission.

16 MR. BERRY: Okay. I will --

17 MS. SCHAUFFLER: Same about the security
18 requirements and, um, return of maintenance and State
19 data, there's no mention of that in the RFP. And I can
20 file this --

21 MR. BERRY: Okay. Just send me those -- just

1 send me those in writing.

2 MS. SCHAUFFLER: Yeah. Finally, finally,
3 about your, just internally these (indiscernible)
4 things, you know, that I have to deal with. So,
5 there's Attachment "FF," and it requests financial
6 information. And it seems surprising that you wanted
7 financial information from 2022 and 2023, and not 2023
8 and 2024. Just wondering if that was a -- if that's
9 correct. I mean, we're happy to do whatever you want.
10 Understanding that you don't want us to change the
11 forms and all. So, I just wanted to bring that to your
12 attention and see if there's anything --

13 MR. BERRY: All right. Send me it. I'll look
14 at it.

15 MS. SCHAUFFLER: Okay. Thanks so much. Some
16 of my colleagues may have other questions, but those
17 are --

18 MR. BERRY: I do want to go to Ms. Grimes.
19 Hand been up for a while.

20 MS. GRIMES: Yes. Good morning, Mr. Berry. I
21 have a, just one question. In the proposal delivery

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1 section, which is 5.6, it's called proposal delivery,
2 but 5.4.8, page 55, talks about the second proposal
3 that it should be the redacted proposal. Are we still
4 required to submit the redacted proposal? And then the
5 RFP references Section 4.7, but there is no Section
6 4.7 in -- so, --

7 MR. BERRY: So, as I mentioned previously,
8 the numbering is off. So, I'm going to be sending an
9 addendum to correct the numbers.

10 MS. GRIMES: Well, not even just the
11 numbering. So, that part is fine. I guess I'm looking
12 for the section that you are referencing for me to
13 review, to make sure that I'm doing the second
14 redacted proposal correctly.

15 MR. BERRY: Yeah. So, once I correct them,
16 it should refer to that section 4.1.7.

17 MS. GRIMES: Okay.

18 MR. BERRY: Yeah. So, once I fix the issue,
19 it should correct it.

20 MS. GRIMES: Okay. Because I was just
21 saying, in Section 4, where it talks about, you know,

1 I don't see anything about it. It's not even
2 referenced in the wrong section. It's just not
3 included. So, the numbering is one thing in Section 5,
4 but it is referencing something that is actually not
5 in the RFP at all. I didn't see anything.

6 MR. BERRY: Oh, okay. That's what you're
7 saying. It's not in the RFP at all?

8 MS. GRIMES: The part about the second
9 redacted proposal that should be for both, the
10 technical I and II is not included.

11 MR. BERRY: Okay. I will double check that.
12 I thought the redacted because we anticipate --

13 MR. ECTOR: Rufus, who put this document in
14 Google Docs, because this numbering is crazy. Who did
15 it? Who is responsible?

16 MR. BERRY: You know, I'm not going to put
17 blame out here.

18 MS. RAWLINGS: We're not going to throw
19 Rufus under the bus right now. We'll wait. Thank you
20 though. Just send me the --

21 MS. GRIMES: Okay. I'll put it in question

1 format. But like I said, I did the numbering part, and
2 I did work and fix all of that. But when you come
3 back, put in Section 4 something about the redacted.
4 Because I know that at the beginning I have to put
5 what I deem as my proprietary information. And I'm
6 assuming that the redacted section would make
7 reference to that. But I don't want to assume. I just
8 want to make sure that that's correct.

9 MR. BERRY: No. You're absolutely right.
10 That's what the redacted version addresses,
11 confidential information and proprietary information.

12 MS. GRIMES: Okay.

13 MR. BERRY: So, it's a issue that -- that's
14 something that I will look into that. Just send me in
15 writing.

16 MS. GRIMES: Okay. Perfect. Thank you again.

17 MR. BERRY: No problem.

18 MS. RAWLINGS: Marsha's question. Marsha has
19 been waiting for a while.

20 MR. BERRY: Oh, Marsha. Yes.

21 MS. WILLIAMS: Well, I initially lowered my

1 hand. But it was going back to what other attorneys
2 have stated in the first part of the questioning. And
3 I just -- I don't want to belabor the point, but I
4 want to reiterate the concerns. So, in regards to the
5 Attorney Grievance Commission. There is an informal
6 process and a formal process that attorneys go
7 through. And so, when an attorney grievance complaint
8 is received, the Attorney Grievance Commission
9 notifies that attorney. That attorney has a chance to
10 respond, and then the Commission determines whether
11 they're going to proceed formally, whether they're
12 going to dismiss the complaint. I don't understand
13 why, when we receive notice that a complaint is filed,
14 that we have to stop representing the client when,
15 one, the Attorney Grievance Commission hasn't decided
16 whether the complaint is with merit or has merit. And,
17 two, the Maryland Supreme Court has not suspended us,
18 disbarred us, or anything. So, I do ask that you
19 reconsider. Because as an attorney who has received a
20 complaint from a parent, and had to answer that
21 complaint, I still was able to represent my client.

1 And I represented my client fairly, and that complaint
2 was dismissed. And it did not go into the formal
3 investigation stage. So, as professionals, I think we
4 need to consider that we get a lot of grievances, or
5 we could potentially get some grievances that are not
6 -- that do not have merit. And we should inform you,
7 but we should not be suspended from representing our
8 client because we represent our client with diligence,
9 professional responsibility, and things of that
10 nature.

11 Second. In regards to cyber insurance. Right
12 now, as professionals, as a law firm, we speak with
13 our insurance provider, and we, in conjunction and
14 discussion with our insurance provider, are given
15 recommendations on what type of insurance we require,
16 or we are required to have. As a small law firm, and
17 in discussion with our insurance provider, we have
18 cyber security insurance. Our cyber security insurance
19 is a one-million-dollar policy that is based on our
20 insurance provider's recommendation. And right now,
21 our insurance policy premium for that cyber insurance

1 is approximately 500 a month. To recommend a five-
2 million-dollar policy that is not the recommendation
3 of an insurance agent is cost prohibitive. So, I ask
4 that you reconsider that limit for that cyber security
5 policy of five million dollars. And I will follow
6 that, my questions, concerns up in writing. Thank you.

7 MR. BERRY: Thank you, Ms. Marsha.

8 Who do we have next? Darlene?

9 MS. WAKEFIELD: Yes. A question concerning
10 submission of the proposal. I just want to make sure I
11 thought I heard you. In the past we submitted one
12 technical proposal regardless of how many
13 jurisdictions we bid on. So, let's say we're bidding
14 on three jurisdictions. In the beginning of the
15 proposal we were always directed to say which
16 jurisdictions we're bidding on and what types of
17 cases. So, for example, you would say I'm bidding on
18 Allegany County and Garrett County, and Cecil County.
19 And I'm bidding on existing cases in Allegany and
20 Garrett, but not on Cecil. And it was one volume of
21 technical.

1 MR. BERRY: Okay.

2 MS. WAKEFIELD: Are you now saying that you
3 want a separate technical for each jurisdiction? So,
4 Allegany would have its own book?

5 MR. BERRY: No. That's not what I'm saying.
6 Yeah. You would identify the jurisdictions, but it
7 would be each technical per functional areas.

8 MS. WAKEFIELD: Gotcha.

9 MR. BERRY: Yeah. If you're doing CINA, you
10 would list out the jurisdictions that you plan to
11 represent, and you will say Volume I. And then vice
12 versa, APS you will say Volume II, and list the
13 jurisdictions that you plan to represent for the
14 technical and the financial will need individual
15 financial for each of the jurisdictions.

16 MS. WAKEFIELD: Got it. Okay. That's good.
17 All right. That was my only question. I got nervous.
18 Thank you.

19 MR. BERRY: No problem.

20 Who do we have next? Ms. Hannah. Yes.
21 Hannah, how are you doing?

1 MS. ZARZECKI: Yes. Hi. Hi, Mr. Berry. It's
2 nice to see you in person.

3 MR. BERRY: Likewise.

4 MS. ZARZECKI: I had a quick question about
5 kind of case load, estimated case load. Because I
6 recognize that the Department has catered their
7 maximum bid amount based off of how many hours have
8 been worked in prior contract years, with the
9 understanding that six hours minimum must be spent on
10 a case. Does the Department have information on the
11 average amount of time it takes for functional area II
12 specifically, per case, per year, just an average of
13 that?

14 MR. BERRY: Teminka, do you want to speak to
15 -- can you answer that?

16 MS. RAWLINGS: Yes. Can you submit that
17 question in writing, and we'll respond accordingly?

18 MS. ZARZECKI: Yeah. I can do that. No
19 problem. And that's my only question.

20 MS. RAWLINGS: Okay. Thank you.

21 MS. ZARZECKI: Thank you.

1 MR. BERRY: Asa?

2 (No response.)

3 MR. BERRY: Your hand was still up. Okay.

4 MS. SARATHY: Would that be me, Priya?

5 MR. BERRY: Oh, yeah. Priya, go ahead.

6 MS. SARATHY: Yes. Sorry. I have a -- I want
7 to take us back to a little bit about the new sections
8 in the RFP. My question is about the training and
9 travel that typically is not, according to the current
10 RFP, not included, but required of the contract. So, I
11 -- my ask is, would it be possible for your team to
12 take it back to whoever you need to discuss to see if
13 that could be included in the RFP. Because the RFP is
14 requiring us, our attorneys to travel, and to have a
15 certain amount of training. And we are unable to use
16 any other type of funds because our other funders will
17 tell us that this is a State contract, and the State
18 needs to support of the asks. So, that's one of my
19 questions, if you could take it back, please.

20 MR. BERRY: So, let me make sure I
21 understand the question. Is to inquiry if we - cover

1 the travel cost, is that the question?

2 MS. SARATHY: No. Basically, you know, we
3 have to meet our clients where they are, especially
4 given that they're children. And I would say that all,
5 collectively, all of our vendors, we go above and
6 beyond the ask to ensure that the child is getting the
7 need, what they need. And, therefore, to be able to
8 support, I think that the contract needs to be able to
9 support the travel and training that's being requested
10 by DHS. And it would be good to see that as part of
11 the RFP.

12 MR. BERRY: Okay. Send me that as well and I
13 will respond to you.

14 MS. RAWLINGS: Yeah. That should be in
15 writing. Because, Aretha, we can respond to that
16 accordingly. Because that should be considering a rate
17 per case, but we can address that --

18 MS. SARATHY: Yes.

19 MS. RAWLINGS: -- accordingly.

20 MS. SARATHY: Yes. Because it just seems a
21 little strange when you are not allowed to include

1 certain things or be reimbursed, but we're including
2 it in our rate because we do have to make sure that
3 it's a self-sustaining contract.

4 I do have a second part. A second question
5 is, could you also include something in your contract
6 language or RFP about the turnaround on payment time?
7 So, for example, when an invoice is completely
8 approved, we've had occasions where it's taken six
9 months. And Teminka, you're very aware because we've
10 talked to you many of times when payment hasn't been
11 released. So, we would like to see something from the
12 funders and promising that turnaround. Thank you.

13 MS. RAWLINGS: Yes. It's also about
14 submitting the correct documents for invoicing in that
15 timeline. So, we will, we'll address that. If you
16 could submit that in writing as well.

17 MS. SARATHY: Sure. Thank you.

18 MS. RAWLINGS: Thanks.

19 MR. BERRY: Since you bring that regarding
20 payment. I do want to, one point that I missed, and
21 it's regarding SDAT. In order for any businesses to do

1 business in the State of Maryland you must be
2 registered on -- you must be in SDAT. I'm sorry, not
3 MDOT, SDAT. And that is the - I'll send the SDAT
4 information over to everyone. But you must be
5 registered on SDAT. And I think I made that clear in
6 the solicitation. So, in terms regarding, if you have
7 the obligation with the State enroll, things that will
8 affect the payment. I'm not saying that is the case
9 here, but you want to make sure that's clear. And
10 that's the same thing with the Comptroller Office as
11 well too. Because we got to text clearance
12 information before we award the contract. We have to
13 get tax information from the Comptroller Office. And
14 if you have any tax issues, any payment issue, we
15 cannot award the contract if we do not get clearance
16 from the Comptroller Office.

17 All right. Any other questions?

18 MS. LEMON: Yes. Good morning. I have a
19 question.

20 MR. ECTOR: Hi. I'm sorry.

21 MS. LEMON: I think I was next. Oh, did you

1 have -- were you following up?

2 MR. ECTOR: Yeah. If I could. And I
3 apologize. Just to follow up on what Rufus said. If
4 there are new vendors here, years and years ago law
5 firms and smaller companies did not have to register
6 with SDAT. But that's changed. That's different now.
7 So, if there are any new potential offerors here, you
8 must register your business with the State Department
9 of Assessments and Taxation.

10 Also, please remember to register on eMMA,
11 the eMaryland Marketplace.

12 MR. BERRY: That's eMMA.

13 MR. ECTOR: There's too many acronyms in
14 Maryland.

15 MR. BERRY: Yes. Yes. Please make sure that
16 the information in eMMA is accurate and is correct. I
17 know there were some vendors that indicated they did
18 not receive the eMMA notification when it was
19 published. And a lot deal with that, even information,
20 contact information on eMMA not being up to date. So,
21 I do ask that you keep that up to date in order to

1 receive the appropriate documentation and the
2 appropriate information.

3 MR. ECTOR: One other thing on eMMA. And,
4 Teminka, maybe you can help or Rufus. eMMA is going to
5 be down for a couple of days next week, I believe.

6 MR. BERRY: Yes. Yes. It will be down a
7 couple of days.

8 MR. ECTOR: I think the 8th and the 9th or
9 something. And so, if you want to get in eMMA, look
10 around, check it out, now may be a good time to do it
11 if you haven't already. But any postings or changes
12 will eventually be posted in eMMA. But please check
13 the DHS website.

14 MS. RAWLINGS: That's correct.

15 MR. ECTOR: Right. And if Rufus has your
16 email, he'll send it via email as well.

17 MR. BERRY: Yes.

18 MS. RAWLINGS: Erica?

19 MS. LEMON: Thank you. I wanted to go to,
20 back to the general requirements. Over the years this
21 has changed in the CINA world in regards to the RFP.

1 So, this year it is one year of Maryland specific
2 child welfare legal experience. And I just want to
3 stress how difficult that is, and the position that it
4 puts the vendors in. As some of the vendors have said
5 earlier, it is very difficult to find people that want
6 to do this work, the right people, really, that want
7 to do this work. But when you have that such a very
8 limited language, especially for a year, it puts us at
9 a difficult position. For example, someone right out
10 of law school might have a passion for representing
11 children.

12 MS. RAWLINGS: Sure.

13 MS. LEMON: Someone who had a clerkship with
14 a juvenile judge might have a passion. Or just, you
15 know, any student graduating might have a passion to
16 represent children. But we would have to have an
17 attorney with them for a full year, you know, before
18 they could represent clients on their own. This is not
19 required by the OPD, it's not required by, you know,
20 people who represent other areas. And, you know, we do
21 the -- you know, we have training requirements that

1 other people don't have. So, -- and when you're super
2 -- when you are in charge of supervising someone, you
3 have professional responsibilities. So, we have a lot
4 of oversight in regards to how you supervise someone.
5 And besides that, we want to do a good job. We want to
6 have, you know, our advocates be well trained and, you
7 know, zealous advocates for children. But this really
8 is very prohibitive. And so, I'm just wondering where,
9 you know, what was the rationale behind this? If you
10 could -- you know, are there any statistics? Because
11 this is not listed at any kind of best practices for
12 representing children that I have been able to find.

13 MS. RAWLINGS: Erica, we're probably going
14 to have you just submit that in writing as well.
15 Because that requirement was reduced. It used to be
16 more. And so, we thought we were addressing the issue.
17 We thought we were helping by reducing it to one year.
18 And while we get that it's been difficult, I've gotten
19 phone calls and emails for hiring. We understand that.
20 And we thought we were addressing that issue. So, we
21 can respond to you via email in writing. So, if you

1 could send that, that question in writing, we'll
2 respond accordingly.

3 MS. LEMON: Yeah. Thank you. And, yes, I do
4 see that it's the year. Right. But it's the child
5 specific. So, someone could have had family law
6 experience. Someone could have education law
7 experience. But, you know, that's not really -- I
8 don't know if that qualifies under your definition.

9 MR. ECTOR: The likelihood of this changing
10 is probably very, very small for a number of reasons,
11 the specialized practice. And, again, the requirements
12 have been lowered, actually. But I don't see them
13 being reduced any further. If you go work for a large
14 law firm, you're going to work under somebody for a
15 year or more before they let you loose in a courtroom
16 and try a case on your own. So, I don't think this is
17 unusual or out of the ordinary. And there was some
18 thought, and a lot of consideration that went into
19 even reducing it to one year with supervision.

20 MS. LEMON: Yeah. I understand that law
21 firms, large law firms can absorb probably that type

1 of representation. We are not in that position. But I
2 just want to remind everyone that this puts us behind
3 the public defenders, behind, you know, if you're even
4 probably want to be a DSS attorney, it puts us behind.
5 We will supervise. I have, you know, supervising
6 attorneys is one thing but, you know, not allowing
7 additional experience is very prohibitive. So, it's
8 just child specific. It's very prohibitive. But I
9 thank you for, you know, considering.

10 MR. BERRY: All right. Thanks, Erica.

11 I believe Stephanie.

12 MS. FRANKLIN: Yeah. So, thank you. And
13 Erica, thank you for raising that. That was raised
14 earlier. I don't want to belabor the point. And I do
15 want to say that I recognize that the RFP has tried
16 to, you know, decrease that amount of supervision. So,
17 I do want to recognize that. But I also want to share
18 that people with this Maryland child welfare specific
19 experience, this is a niche area. Not very many
20 attorneys do this work. And generally, when people
21 choose to leave this work, they either go other places

1 or they'll go work for the Department or the Office of
2 the Public Defender. They don't look, generally, to go
3 into other child counsel's firms. So, finding people
4 with that narrow of experience, it is a real hardship
5 for us as attorneys. And it's -- as attorneys and also
6 as law firms that are responsible for this work. And
7 if we're really focused on the best representation for
8 children, and you're looking at us as private law
9 firms or nonprofits to do the work, we need to have
10 the room to do the work. And so, I think it's very
11 important that you all consider giving us that
12 autonomy to do what we need to do without pigeonholing
13 us into this narrow hole where we're unable to
14 function.

15 I also want to speak to the supervision
16 part, where Ms. LeMon brought up, you know,
17 supervision. Because it's definitely necessary. And
18 She indicated for a year. But for a firm that's
19 smaller in size, it's very difficult to do that. It's
20 cost prohibitive. We can't hire a specific position
21 just to watch an attorney for an entire year. It

1 places some of us in a very tenuous financial
2 position. And we just simply can't afford it. And so,
3 I think that whereas I recognize and probably don't
4 know all of the reasons why you are taking this
5 position, I do want you -- because sometimes I'm not
6 certain if it's always being considered fully what it
7 means practically and pragmatically for us who deliver
8 the services under this contract. Particularly, if you
9 look at a jurisdiction like Baltimore City. We have
10 multiple hearings, all the time, and they could give
11 us notice, not give us notice, and we have to respond
12 and be nimble to respond to those things. And to have
13 two attorneys for someone just to watch them for a
14 full year, it's a challenge for us.

15 And so, one of the things that I've
16 mentioned many years ago and I'm going to mention
17 again, is it also places those of us who have been
18 doing this work for a very long period of time in a
19 position not being able to grow the area of child
20 welfare. There are many people that are retiring. And
21 these have been people that have been doing this for a

1 very long time. But we're in a new day, and things
2 have changed in terms of the marketplace. And it's
3 such that now that people are not staying very long.
4 So, I say all of that to ask you all to reconsider
5 empowering us to be able to run our firms the way we
6 feel are appropriate to meet the needs of the State.
7 And more importantly, the children that we serve.
8 Thank you.

9 MR. BERRY: Thanks, Ms. Stephanie.

10 Let's see, I believe, Rod. Yes. Rod, how are
11 you doing?

12 MR. PALMER: Actually, it says Rodney. This
13 is actually Chris Palmer from The Law Offices of
14 Sharon Donahue. Sorry.

15 MR. BERRY: No problem, Chris.

16 MR. PALMER: The only question that Ms.
17 Donohue had, that she wanted me to ask about, was the
18 rationale for reducing the attorney/client ratio for
19 the APS/APGRB contract from 150 to one, to 100 to one.
20 Like, the previous contract was 150 to one, and now
21 it's been reduced to 100 to one. And would you

1 consider changing it back to the 150 to one. That was
2 her question.

3 MR. ECTOR: I mean, again, there are
4 consideration and, you know, the Department, you know,
5 has thought about this. And what you guys don't see
6 is, I guess, the other information that comes into the
7 Department from other sources and resources. And so,
8 it's not just a decision that's made off the cuff.
9 There are a lot of things that the Department
10 considers, even from counsel who represent the adults
11 and children. And at this point, we don't expect the
12 ratio to change.

13 MR. BERRY: Chris, just send me that in
14 writing so I can respond.

15 MR. ECTOR: Wait.

16 MR. BERRY: Yes?

17 MR. ECTOR: Yeah. We don't.

18 MR. PALMER: I will.

19 MR. ECTOR: Trying to cut down all of this
20 work, extra writing. You're going to get the
21 transcript and, you know, responded to. You're going

1 to get the same response. It's totally up to you
2 though. But it just takes a long time to write all
3 these questions out and respond to something.

4 MR. BERRY: I think question, Ms. Wakefield?

5 MS. WAKEFIELD: Just real quickly regarding
6 the training requirement. I was trying to put my hands
7 on the paper and I can't. But the Department actually
8 decreased, post-COVID, the training to six months, the
9 oversight. It was on a -- it was on a policy change
10 that was issued, Teminka, from your office. And so, I
11 was clearly expecting to see that in this RFP. And I
12 was kind of surprised why we went back. Because if it
13 was acceptable now, why are you now changing it back
14 to a year?

15 MS. RAWLINGS: Well, that was to address the
16 issues with the pandemic. But we'll consider it,
17 Darlene.

18 MS. WAKEFIELD: Okay. Thank you.

19 MR. BERRY: Thank you. And I thought I said
20 last question, but saw a hand went up.

21 Oh, Ms. Grimes?

1 MS. GRIMES: It was me. Just a point of
2 clarification. So, several times throughout the RFP it
3 indicates that the number of hearings have increased.
4 And I'm talking about functionall area II, with the
5 aging trend statewide. But when looking at the
6 numbers, they seem to decrease across. So, is that an
7 accurate reflection when I'm looking at the chart, the
8 APG projected caseload chart? As it has it going from
9 the three-year base, it starts off with the first year
10 projected and then each year thereafter the numbers
11 decrease. So, are the trends increasing or are they
12 decreasing? You know, when I look at my case numbers,
13 they kind of are going up. But I'm noticing that, like
14 I said, in the projected case load chart it has them
15 in all jurisdictions going down.

16 MS. RAWLINGS: Meisha, we can respond in
17 writing, as well. We got those numbers from Department
18 of Social Services.

19 MS. GRIMES: Okay.

20 MS. RAWLINGS: Those case load numbers were
21 provided by them. But we can respond in writing.

1 MS. GRIMES: Okay. Sorry, Mr. Berry. You're
2 going to get an influx of emails now. But I'm just
3 remembering --

4 MR. BERRY: I'm used to it.

5 MS. GRIMES: Thank you.

6 MS. RAWLINGS: Rufus, we have about 10
7 minutes left.

8 MR. BERRY: Yes. So, I'm about to wrap this
9 up at this time. That's the end of the questions.

10 I have -- we want to emphasize the due
11 dates. There's a few dates I wanted to reemphasize.
12 And that is the due date and time of the proposal and
13 questions due dates. I do ask that you pay close
14 attention to that and how your proposal should be
15 submitted on eMMA as well. If you have any questions
16 or concerns you can reach out to me by email or phone
17 and I will respond as quick as I can.

18 With that being said, I do want to thank
19 everyone for taking out their morning, Friday morning,
20 to come to this preproposal to meet with the State.
21 Hopefully, within your Friday (indiscernible).

1 So, if there's no other questions, no other
2 comments, everyone have a great rest of your day. And
3 a great weekend.

4 THE REPORTER: This is Kathy Coyle, the
5 court reporter. I'm sorry. Can I just clarify one
6 thing before we leave.

7 MR. BERRY: Yes, Kathy.

8 THE REPORTER: Asa, is it Asa or is it
9 Jennifer?

10 MS. SCHAUFFLER: It's Jennifer. Sorry.

11 THE REPORTER: Okay. So, Asa, that's not in
12 your name at all?

13 MS. SCHAUFFLER: That's not in my name.

14 THE REPORTER: Okay. Thank you, Jennifer.

15 MS. RAWLINGS: Also, please note - I'm
16 sorry. Also, please note that Rodney is actually Chris
17 Palmer.

18 THE REPORTER: Yes. I saw that in the notes.
19 And who should the transcript go to?

20 MS. RAWLINGS: It will go to me.

21 THE REPORTER: It will go to you? Okay. And

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1 when do you need the transcript?

2 MS. RAWLINGS: It was a five to seven-day
3 turnaround, I believe. I can look at the notes.

4 THE REPORTER: Okay. Do you want five or do
5 you want seven.

6 MS. RAWLINGS: If you can get it to me in
7 five, that would be great.

8 THE RPORTER: Five.

9 MR. BERRY: Yes. Five would be great.

10 THE REPORTER: Okay. So, that would be next
11 Friday.

12 MS. RAWLINGS: Yes.

13 (Whereupon, at 11:53 a.m., the meeting was
14 adjourned.)

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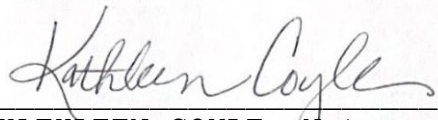
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CERTIFICATE OF NOTARY

I, Kathleen Coyle, Notary Public, before whom the foregoing testimony was taken, do hereby certify that the witness was duly sworn by me; that said testimony is a true record of the testimony given by said witness; that I am neither counsel for, related to, nor employed by any of the parties to this action, nor financially or otherwise interested in the outcome of the action; and that the testimony 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.

A handwritten signature in cursive script that reads "Kathleen Coyle". The signature is written in dark ink on a light-colored background.

KATHLEEN COYLE, Notary Public
in and for the State of Maryland

My Commission Expires: April 30, 2026

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