

**DEPARTMENT OF HUMAN SERVICES
REQUEST FOR PROPOSALS**

**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**

OS/MLSP-25-500-S

QUESTIONS AND RESPONSES #1

Question 1: Section 3.16.2 (D) requires \$5m in Cyber Security/Data Breach Insurance. I am seeking confirmation as to whether this is for first party coverage only and/or first and third party coverage. I am also requesting that you consider reducing the amount of the required coverage to \$1m for Functional Area II. We are advised that the yearly premium for a \$5m policy will be between \$15,000 and \$25,000 per year which impacts our willingness to submit a proposal.

Response: See Section 3.14.1(D). The Cyber Security/Data Breach coverage has been reduced to \$1 million.

Question 2: Section 3.16.2(E) requires workers compensation insurance and mentions The Longshore and Harbor Workers' Compensation Act and Federal Employer's Liability Act. I am seeking confirmation that you are requiring a Worker's Compensation policy (unlimited in coverage) with an Employer's Liability endorsement for \$1m per occurrence (to cover FELA claims) not a stand alone policy for coverage under The Longshore and Harbor Workers' Compensation Act.

Response: Section 3.14.1(E). Correct. Only Worker's Compensation is applicable.

Question 3: Does the department have any information on the average amount of time spent per case per year for Functional Area II? If you could get me an answer as soon as possible, I would highly appreciate it – this is the last bit of information that our firm needs to generate a proposal/put together a bid, and I'd like to give myself plenty of time to begin the process. Thank you so much for both your time today, it was very helpful!

I also forgot to ask this – the 6 hours minimum required, it seems from the RFP that that must be fulfilled by the CONTRACTOR, not the attorney per se, so that some of this requirement may be handled by paralegals/support staff?

Response: The average is 7.9 hours annually, and the assigned attorney for each client must spend a minimum of 6 hours on the case annually, which includes hearings, hearing preparation and visits.

Question 4: Caseload Projections- page 14, section 2.2.1 under Functional Area II, for example states "Each year the number of hearings has increased in correlation with aging trends statewide, which is true (see **Projected Caseload Chart Attachment BB.**" However, Attachment BB has the APS numbers decreasing each year. Do we anticipate an increase or a decrease in numbers?

Response: An increase in numbers is expected.

Question 5: Criminal Background Check-Tab Q requires Attachment DD Criminal Background Check Affidavit. The Affidavit states "I hereby affirm that (Contractor) has complied with Section 3.7.2 Criminal Background Check." However, there is no section 3.7.2 Criminal Background Check. The only reference to background checks in the RFP is 2.3.3 B (page 29) hiring or replacing new staff.

Response: See revised RFP, Section 2.6 (B).

Question 6: Are bidders required to have a criminal background check done prior to submitting their proposal or is it due upon contract award notification, but before contract commencement?

Response: Ideally, the background checks will be completed at the time of proposal submission for the staff proposed. If not, the background checks must be completed prior to the individual having any contact with the child

Question 7: Also, Attachment DD Criminal Background Check Affidavit, needs a DD1, or language to account for Functional Area II.

Response: See revised Attachment DD.

Question 8: The RFP on page 55 in Proposed Delivery (5.6), particularly 5.4.8. references section 4.7 pertaining to the redacted proposal. However, the RFP does not have a section that 4.7 or any section that outlines the expectations for redacting the proposal.

Response: See revised RFP, Section 5.2.7.

Question 9: If I am only required to submit one proposal in Functional Area II, but my proposal is for multiple jurisdictions, where do I state (in which section) which jurisdictions I am proposing? In 2020, I submitted 2 separate proposals, so I want to make certain I am understanding your clarification.

Response: Vendors must state in their transmitted letter the jurisdiction they are proposing to serve. Also, They must provide an individual financial for each jurisdiction stating the jurisdiction at the top of the page that is labeled “Jurisdiction”.

Question 12: **p. 26 C. Conflicts of Interest** – states that the Contractor shall refer the case back to the Court for prompt re-assignment. **Question-** In Baltimore City, this is the process that is followed and the Court utilizes the conflict provider listed on the Shelter assignment calendar. However, in other jurisdictions, the Contractor is responsible to identify a conflict provider. Please clarify the practice to be followed in all jurisdictions?

Response: The standard process to follow is the Contractor shall refer the case back to the Court for prompt re-assignment. However, per language in the RFP the Department is also asking the Contractor to assist in identifying a suitable replacement.

Question 13: **p.28 2.3.4 B.** states that “Any pending complaints with the Attorney Grievance Commission must be disclosed for any attorney providing services under the Contract and the attorney shall be prohibited from handling cases until the resolution of the grievance.” **Question-** Under what authority is the State imposing the **prohibition** of an attorney’s ability to practice law under the Contract simply because a complaint has been filed with the AGC? In CINA proceedings, grievances filed are usually filed by an aggrieved parent or third person (not even a party), and not a child client. Then, after preliminary inquiry and review of the response filed by the attorney, Bar Counsel closes the complaint.

Response: See Revised RFP, Section 2.3.6.1.

Question 14: Maryland Rule 19-703 authorizes Bar Counsel to investigate allegations of professional misconduct, not DHS, MLSP. When a grievance is filed, the AGC conducts a preliminary inquiry to determine whether the complaint should be closed or docketed for investigation. Before a complaint is docketed for investigation, Bar Counsel must determine that a sufficient basis exists to demonstrate misconduct and that the overall circumstances warrant an investigation. This process can take months/years to come to resolution. In the meantime, the State is seeking to find a person guilty of misconduct and suspend their ability to practice under the contract even before misconduct has been found?? And even then, an entire process must be followed to disbar an attorney from the practice of law which again is the responsibility of Bar Counsel, not DHS, MLSP.

Response: See revised language in section 2.3.6.1.

Question 15: Practically speaking, even if the State believes it has the authority to impose such harsh sanctions, which we submit it does not, what is a Contractor to do with the cases assigned to that attorney while the process of investigation plays out? Transfer the cases to another provider? How does that promote continuity of representation? For all of the above reasons, we are requesting that the last sentence of paragraph B be stricken.

Response: See revised RFP.

Question 16: **p. 64 Attachments and Docs Required with the Proposal** The attachment with links are able to be downloaded but are not fillable PDF's. Does the State want us to utilize fillable PDF? If so, please advise.

Response: Vendors must complete the forms using PDF type-in or print and complete.

Question 17: P. 34 2.4.4. Key Personnel Identified - There is no Attachment QQ Projected Staffing Form included with the RFP? Also, which Tab will we include that Attachment QQ in our proposal?

Response: See revised RFP.

Question 18: On which page of the RFP is section 2.3.6, Personnel Experience Criteria?

Response: See revised RFP, Section 2.3.6 Staffing/Caseload Requirements.

Question 19: Is an existing contractor permitted to submit a bid proposing to continue representation in a jurisdiction for only a portion of their existing caseload ? For example, if they have 100 open cases and only want to submit a proposal for representation of 50 of those cases. If yes, is the assumption that the other 50 cases would be transferred to another contractor who was awarded a contract in that jurisdiction

Response: Any current contractor wishing to maintain all or a portion of its existing cases must submit a proposal and indicate such. In the event the current contractor is not awarded a contract for existing cases or does not wish to keep all cases, the cases will be transferred to the successful contractors in that jurisdiction(s).

Question 20: What is the anticipated start date for the contract?

Response: The anticipated start date for the contract is 6/1/2026.

Question 21: The contracts awarded (4 for city/Baltimore County and 2 for other jurisdictions) state that they are given in percentages to the highest to lowest ranking contractor

(see page 12 of the RFP document). What does this mean? Does this mean of the total projected cases (e.g., 50% of the cases for 2026 in Baltimore City?)

Response: For new cases, the number one ranked Offer will be on the calendar 50% of the time and will be awarded cases that come in on the assigned days. The process continues for the remaining Contractors. There is no guarantee that any cases will be assigned on the Contractor's assigned calendar days.

Question 23: Is the rate that one can charge \$75, or do attorneys have to propose a rate?

Response: Contractors under contract are paid a flat rate on a per case/per hearing basis; not an hourly rate.

Question 24: Is this contract for representing both children and indigent adults?

Response: The solicitation includes both CINA/TPR and APS/APGRB services; however separate proposals must be submitted for each program and separate contracts will be awarded for each program and jurisdiction.

Question 25: Is there a separate contract for representing indigent adults in guardianship cases in circuit court?

Response: No. The services are included in the APS/APGRP Contracts under this RFP.

Question 26: It appears this contract is for all counties in Maryland, meaning one cannot select a specific county to serve in. Is this correct?

Response: No. Offerors shall submit proposals for each jurisdiction it intends to serve.

Question 29 **Section 3.6 (Invoicing), C (12), p. 41 states:** Court Orders and/or Certificates of Attendance. The Court Orders and/or Certificates of Attendance shall contain the name of the client, the petition/case number, the Contractor/Assigned Attorney's name, date of the hearing, verification of the attorney's appearance and signature of the presiding Judge.

Will the State consider removing "Certificates of Attendance" from this requirement? Most courts will not complete Certificates of Attendance generated by DHS because they are not legal documents.

Response: No.

Question 31: Will the State consider eliminating the automobile or commercial truck insurance requirement under these contracts because it is cost-prohibitive under these

contracts? Most firms have a strict, written policy that disallows attorneys and legal support staff from transporting the children we represent in our personal vehicles.

Response: Each contractor shall be responsible for its own automobile insurance for vehicles that may be used during the term of the contract in accordance with State law.

Question 32: **Deliverable Descriptions/Acceptance Criteria, Invoicing System, Attachment MM, Monthly Postponement Report, Changes in Staffing Form, Appellant Brief, p. 32-33.** Each of these individual areas has a due date of the 15th of each month for the preceding month's activities for Functional Area I - CINA/TPR.

Given that most courts do not provide final orders signed by judges until 2-3 weeks after the hearing, will the State consider changing the due date on the areas listed above to the 30th of each month for the preceding month's activities for Functional Area I - CINA/TPR. The current CINA/TPR contract due dates are the 30th of each month.

Response: RFP revised, and the date is changed to the 30th.

Question 33: **Section 2.3 A (1) (General Requirements), p. 15, and 2.3.4 G. (Staffing/Caseload Requirements), D.4. p. 28 states:**

Ensure that attorneys assigned to represent children under the Contract possess a minimum of **one (1)** year of experience of Maryland-specific child welfare legal experience. Child welfare legal experience means that the attorney was a member of the Maryland State Bar and was engaged in the practice of child welfare representation. Time spent, for example, as a law clerk or paralegal does not count towards the one-year minimum requirement.

Provide direct supervision over any attorney who has less than the required years of specific legal representation experience until the minimum years of experience have been obtained. The supervising attorney is required to be physically present during all court-ordered proceedings at least until the minimum years of experience have been attained.

Will the State consider eliminating the requirement of a minimum of 1-year of Maryland-specific child welfare legal experience and the 1-year of supervision for those who do not have this experience? Both of these provisions create a unique burden on children's providers. The 1-year minimum of Maryland-specific child welfare experience is unrealistic. Given the current employment market, it has been very difficult to find staff who desire to enter into this practice area and to remain. Finding experienced attorneys/staff with at least one-year Maryland-child welfare specific experience is not realistic. CINA/TPR practice is a very nuanced area of legal practice, and very few attorneys have this experience. Additionally, this provision restricts our ability to grow the child welfare practice area, which is desperately needed at this time. The employment market has changed drastically

post-COVID. Many long-time, experienced child welfare practitioners have retired, and it's been difficult to replace them, given the current market and the onerous restrictions under this contract. Allowing firms the flexibility to administer these contracts as they deem appropriate makes the most sense, given most firms are veteran providers and know what is best to execute these contracts to best serve the children.

Furthermore, the supervision provision creates a high financial burden on providers under this contract that is cost-prohibitive. Requiring that an attorney with one-year Maryland specific child-welfare experience be physically present during all court-ordered proceedings for an entire year is burdensome and unrealistic. Moreover, it would require a position that only supervises attorneys who are assigned, at most, a minimal number of cases to allow them the freedom to supervise. Financially, this is unreasonable and is cost-prohibitive under these contracts. Under the CAAP case assignments, there is no such requirement. Most CAAP providers have little to no experience representing children in CINA and TPR proceedings, and they do not have these minimum requirements of experience or supervision. This places a higher burden on providers that currently hold contracts and who are significantly more experienced in child welfare practice and CINA/TPR contract implementation. This is not equitable.

Response: See revised RFP.

Question 34: Section **2.3.4 G. (Staffing/Caseload Requirements), B.2. p. 28 states:** Ensure that attorneys serving under this Contract are licensed to practice law in the State of Maryland and remain in good standing with the Court of Appeals of Maryland for the duration of the Contract. A current Letter of Good Standing must be included with the Proposal for every attorney expected to provide services under the Contract. Any pending complaints with the Attorney Grievance Commission must be disclosed for any attorney providing services under the Contract, and the attorney shall be prohibited from handling cases until the resolution of the grievance.

Will the State consider removing the second half of the last sentence above, *"and the attorney shall be prohibited from handling cases until the resolution of the grievance."* In this instance, the attorney has not been suspended or disbarred. At this point, only allegations of wrong-doing have been levied against an attorney, and there has been no adjudication as to the merits of the allegations. Disgruntled parents may initiate unwarranted grievance claims against attorneys. Many times, those complaints are dismissed and do not rise to the formal investigatory stage. This provision punishes an attorney for allegations that may be frivolous, ultimately harming the children they represent by disrupting continuity of representation, and causing staffing shortages (given the current employment market), and financial burdens on the contracted law firms to meet the specifications of the CINA/TPR contract.

Response: See revised RFP.

Question 35: Section 2.3.4 G.B of the RFP states, in part, that "Any pending complaints with the Attorney Grievance Commission must be disclosed for any attorney providing services under the Contract and the attorney shall be prohibited from handling cases until the resolution of the grievance." Williams, McClernan, & Stack LLC is requesting a revision of this section. As stated during the meeting, any person can file a grievance against an attorney whether there is a basis for a grievance or not. Once a grievance is filed, the Attorney Grievance Commission (AGC) provides the attorney whom the grievance was filed against an opportunity to respond. Oftentimes, the case against the attorney is closed/resolved after the response is received and no further action is necessary. If, however, the AGC believes that more a formal proceeding should be initiated, then the AGC will do so. Prohibiting an attorney from handling cases when a grievance is filed against said attorney not only violates due process but also impedes the continuity of representation that the RFP calls for. Additionally, prohibiting the attorney from handling cases under the contract places an undue and unnecessary burden on a firm that has the contract to find another attorney to handle the cases assigned to the grieved attorney while that attorney waits for resolution of the matter.

Williams, McClernan, & Stack LLC proposes that the language be changed to "Any pending complaints with the Attorney Grievance Commission must be disclosed for any attorney providing services under the Contract. If Bar Counsel docket the complaint for further investigation, then the attorney shall be supervised while handling cases under the Contract until the resolution of the grievance."

Response: See revised RFP.

Rufus Berry

Procurement Officer

October 22, 2025