



COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF GENERAL COUNSEL

March 30, 2023

James H. Cole, Esquire
Marshall Dennehey Warner Coleman & Goggin, P.C.
2000 Market Street, Suite 2300
Philadelphia, Pennsylvania 19103
[REDACTED]

RE: RFP OGC-2022-22
Pennsylvania Department of Insurance (“Insurance”)
Project: Mcare Coverage Counsel

Dear Mr. Cole:

After evaluation of your proposal in response to RFP #OGC-2022-22 Mcare Coverage Counsel RFP, by the Department of General Services, through the Office of General Counsel (“OGC”), I hereby appoint your firm, Marshall Dennehey Warner Coleman & Goggin, P.C., one of the firms (“Firms”) to represent the Commonwealth of Pennsylvania and Insurance, in the above-referenced matter. As per the terms of the contract, your firm is required to subcontract with a DGS-verified Small Diverse Business throughout the duration of this engagement. This appointment will be governed by all terms and conditions of the Contract for Legal Services which will be routed for execution.

This letter sets forth: (1) information regarding the proposed engagement; (2) specific scope of work to be performed; and (3) compensation to be paid for these services.

1. Information regarding the proposed engagement

The purpose of this appointment is for the Firms to satisfy a need coverage counsel services involving the Mcare Act, including provision of coverage opinions, denial letters, reservations of rights, and, if requested, representation of Mcare in lawsuits involving coverage matters.

Please review the above-described information carefully to ensure there are no conflicts of interest posed in the proposed representation of the Commonwealth of Pennsylvania in connection with providing legal services. Should you require additional information to evaluate any potential conflicts prior to your acceptance of this appointment, please contact Derek Riker, Deputy Chief of Staff at [REDACTED]

2. Scope of Services

As the need arises, the Firms will satisfy a need for coverage counsel to provide advice to Mcare on an exigent basis concerning whether or not a particular claim triggers statutory coverage under the Act, such as whether or not the claim involves the furnishing of medical services or whether the challenged actions by a health care provider entailed the use of medical skill attained with specialized training. Coverage counsel may be called on to issue coverage opinions, draft denial letters or reservations of rights, and, upon request, to represent Mcare in litigation involving coverage matters.

Under this engagement, the law firm shall:

1. Evaluate the provisions of the Mcare Act and its predecessors, including any caselaw interpreting them, in connection with a request by Mcare for Coverage Counsel Services.
2. Upon request, represent Mcare in litigation related to Coverage matters.
3. Work with and provide legal advice and counsel to the General Counsel, Chief Counsel, or Mcare on all matters within the scope of this representation.

Coverage counsel will be expected to be knowledgeable concerning the Mcare Act and its predecessors and any caselaw interpreting them. Counsel should be knowledgeable concerning professional liability insurance coverage for health care providers and the differences from and similarities to statutory Mcare coverage. Counsel will defend lawsuits against government agencies before the Commonwealth Court in its original and appellate jurisdictions.

The General Counsel reserves the right to make any assignment as she may deem necessary or desirable, in her judgment, for all aspects of, or roles within the scope of, this RFP.

3. Compensation

It is agreed upon by the Firm and all parties to this agreement consistent with its proposal for this engagement that the Firm shall be paid at the following rates: Shareholders will be billed at a rate of \$225.00 per hour; Associates will be billed at a rate of \$210.00 per hour; Paralegals will be billed at a rate of \$120.00 per hour.

Upon your review of the proposed assignment, the scope of work, and the compensation, should the Firm be willing to accept this assignment, please execute this letter as indicated below and return the correspondence via email to [REDACTED] along with copies to the Issuing Officer, Jordan Kiessling at [REDACTED] and Kimberly Sheaffer, Legal Office Administrator, Department of Insurance at [REDACTED]. By signature hereto, you are acknowledging that the Firm has completed a conflict-of-interest analysis and identified nothing to be reported prior to the acceptance of work on behalf of the Governor's Office of General Counsel. Should a conflict or potential conflict be identified at any time during the term of this engagement, the Firm is under a continuing obligation to disclose such matter, in writing, to the Governor's Office of General Counsel in accordance with OGC's Conflict Waiver Procedure.

James H. Cole, Esquire

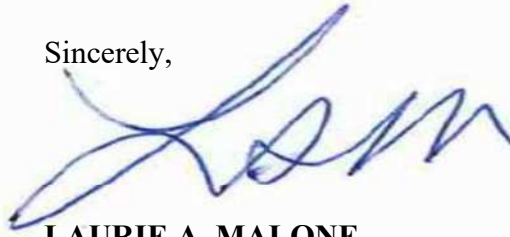
March 30, 2023

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Failure to sign and return your Firm's appointment letter within thirty (30) days will result in your Firm being dropped from this engagement.

Due to the urgent need for legal services, approval has been granted for the Firms to begin work immediately. We look forward to working with you on these important matters for the Commonwealth of Pennsylvania.

Sincerely,



LAURIE A. MALONE

Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By: 

4/11/2023

Date

Assistant Director, Professional Liability Department

(Title)

cc: Theron R. Perez, First Deputy General Counsel, Governor's Office of General Counsel
Derek Riker, Deputy Chief of Staff, Governor's Office of General Counsel
Kathryn McDermott Speaks, Chief Counsel, Department of Insurance
Alicia C. Rizzi, Legal Office Administrator, Governor's Office of General Counsel
Kimberly M. Sheaffer, Legal Office Administrator, Department of Insurance

James H. Cole, Esquire
March 30, 2023
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COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF GENERAL COUNSEL

March 30, 2023

Denise L. Juliana, Esquire
McGilvery & Juliana, LLC
700 American Avenue, Suite 103
King of Prussia, Pennsylvania 19406
[REDACTED]

RE: RFP OGC-2022-22
Pennsylvania Department of Insurance ("Insurance")
Project: Mcare Coverage Counsel

Dear Ms. Juliana:

After evaluation of your proposal in response to RFP #OGC-2022-22 Mcare Coverage Counsel RFP, by the Department of General Services, through the Office of General Counsel ("OGC"), I hereby appoint your firm, McGilvery & Juliana, LLC, one of the firms ("Firms") to represent the Commonwealth of Pennsylvania and Insurance, in the above-referenced matter. As per the terms of the contract, your firm is required to subcontract with a DGS-verified Small Diverse Business and Veteran Business Enterprise throughout the duration of this engagement. This appointment will be governed by all terms and conditions of the Contract for Legal Services which will be routed for execution.

This letter sets forth: (1) information regarding the proposed engagement; (2) specific scope of work to be performed; and (3) compensation to be paid for these services.

1. Information regarding the proposed engagement

The purpose of this appointment is for the Firms to satisfy a need coverage counsel services involving the Mcare Act, including provision of coverage opinions, denial letters, reservations of rights, and, if requested, representation of Mcare in lawsuits involving coverage matters.

Please review the above-described information carefully to ensure there are no conflicts of interest posed in the proposed representation of the Commonwealth of Pennsylvania in connection with providing legal services. Should you require additional information to evaluate any potential conflicts prior to your acceptance of this appointment, please contact Derek Riker, Deputy Chief of Staff at [REDACTED]

2. Scope of Services

As the need arises, the Firms will satisfy a need for coverage counsel to provide advice to Mcare on an exigent basis concerning whether or not a particular claim triggers statutory coverage under the Act, such as whether or not the claim involves the furnishing of medical services or whether the challenged actions by a health care provider entailed the use of medical skill attained with specialized training. Coverage counsel may be called on to issue coverage opinions, draft denial letters or reservations of rights, and, upon request, to represent Mcare in litigation involving coverage matters.

Under this engagement, the law firm shall:

1. Evaluate the provisions of the Mcare Act and its predecessors, including any caselaw interpreting them, in connection with a request by Mcare for Coverage Counsel Services.
2. Upon request, represent Mcare in litigation related to Coverage matters.
3. Work with and provide legal advice and counsel to the General Counsel, Chief Counsel, or Mcare on all matters within the scope of this representation.

Coverage counsel will be expected to be knowledgeable concerning the Mcare Act and its predecessors and any caselaw interpreting them. Counsel should be knowledgeable concerning professional liability insurance coverage for health care providers and the differences from and similarities to statutory Mcare coverage. Counsel will defend lawsuits against government agencies before the Commonwealth Court in its original and appellate jurisdictions.

The General Counsel reserves the right to make any assignment as she may deem necessary or desirable, in her judgment, for all aspects of, or roles within the scope of, this RFP.

3. Compensation

It is agreed upon by the Firm and all parties to this agreement consistent with its proposal for this engagement that the Firm shall be paid at the following rates: Partners will be billed at a rate of \$250.00 per hour; Associates will be billed at a rate of \$175.00 per hour; Paralegals will be billed at a rate of \$100.00 per hour.

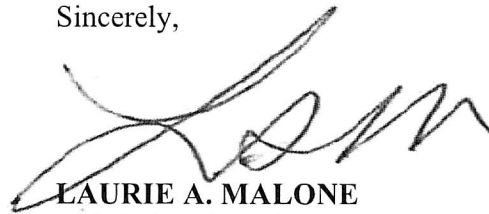
Upon your review of the proposed assignment, the scope of work, and the compensation, should the Firm be willing to accept this assignment, please execute this letter as indicated below and return the correspondence via email to [REDACTED], along with copies to the Issuing Officer, Jordan Kiessling at [REDACTED] and Kimberly Sheaffer, Legal Office Administrator, Department of Insurance at [REDACTED]. By signature hereto, you are acknowledging that the Firm has completed a conflict-of-interest analysis and identified nothing to be reported prior to the acceptance of work on behalf of the Governor's Office of General Counsel. Should a conflict or potential conflict be identified at any time during the term of this engagement, the Firm is under a continuing obligation to disclose such matter, in writing, to the Governor's Office of General Counsel in accordance with OGC's Conflict Waiver Procedure.

Denise L. Juliana, Esquire
March 30, 2023
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Due to the urgent need for legal services, approval has been granted for the Firms to begin work immediately. We look forward to working with you on these important matters for the Commonwealth of Pennsylvania.

Sincerely,



LAURIE A. MALONE
Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By: Denise L. Juliana 4/4/23
Date

Partner
(Title)

cc: Theron R. Perez, First Deputy General Counsel, Governor's Office of General Counsel
Derek Riker, Deputy Chief of Staff, Governor's Office of General Counsel
Kathryn McDermott Speaks, Chief Counsel, Department of Insurance
Alicia C. Rizzi, Legal Office Administrator, Governor's Office of General Counsel
Kimberly M. Sheaffer, Legal Office Administrator, Department of Insurance



COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF GENERAL COUNSEL

March 30, 2023

Frank J. Brier, Esquire
Myers, Brier & Kelly, LLP
425 Biden Street, Suite 200
Scranton, Pennsylvania 18503
[REDACTED]

RE: RFP OGC-2022-22
Pennsylvania Department of Insurance (“Insurance”)
Project: Mcare Coverage Counsel

Dear Mr. Brier:

After evaluation of your proposal in response to RFP #OGC-2022-22 Mcare Coverage Counsel RFP, by the Department of General Services, through the Office of General Counsel (“OGC”), I hereby appoint your firm, Myers, Brier & Kelly, LLP, one of the firms (“Firms”) to represent the Commonwealth of Pennsylvania and Insurance, in the above-referenced matter. As per the terms of the contract, your firm is required to subcontract with a DGS-verified Small Diverse Business and Veteran Business Enterprise throughout the duration of this engagement. This appointment will be governed by all terms and conditions of the Contract for Legal Services which will be routed for execution.

This letter sets forth: (1) information regarding the proposed engagement; (2) specific scope of work to be performed; and (3) compensation to be paid for these services.

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Please review the above-described information carefully to ensure there are no conflicts of interest posed in the proposed representation of the Commonwealth of Pennsylvania in connection with providing legal services. Should you require additional information to evaluate any potential conflicts prior to your acceptance of this appointment, please contact Derek Riker, Deputy Chief of Staff at [REDACTED]

2. Scope of Services

As the need arises, the Firms will satisfy a need for coverage counsel to provide advice to Mcare on an exigent basis concerning whether or not a particular claim triggers statutory coverage under the Act, such as whether or not the claim involves the furnishing of medical services or whether the challenged actions by a health care provider entailed the use of medical skill attained with specialized training. Coverage counsel may be called on to issue coverage opinions, draft denial letters or reservations of rights, and, upon request, to represent Mcare in litigation involving coverage matters.

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Coverage counsel will be expected to be knowledgeable concerning the Mcare Act and its predecessors and any caselaw interpreting them. Counsel should be knowledgeable concerning professional liability insurance coverage for health care providers and the differences from and similarities to statutory Mcare coverage. Counsel will defend lawsuits against government agencies before the Commonwealth Court in its original and appellate jurisdictions.

The General Counsel reserves the right to make any assignment as she may deem necessary or desirable, in her judgment, for all aspects of, or roles within the scope of, this RFP.

3. Compensation

It is agreed upon by the Firm and all parties to this agreement consistent with its proposal for this engagement that the Firm shall be paid at the following rates: Partners and Of Counsel will be billed at a rate of \$400.00 per hour; Associates will be billed at a rate of \$250.00 per hour; Paralegals will be billed at a rate of \$150.00 per hour.

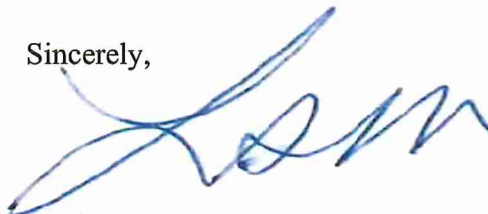
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Frank J. Brier, Esquire
March 30, 2023
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Sincerely,



LAURIE A. MALONE
Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By:  3/31/2023
Date

Frank Brier, Partner

(Title)

cc: Theron R. Perez, First Deputy General Counsel, Governor's Office of General Counsel
Derek Riker, Deputy Chief of Staff, Governor's Office of General Counsel
Kathryn McDermott Speaks, Chief Counsel, Department of Insurance
Alicia C. Rizzi, Legal Office Administrator, Governor's Office of General Counsel
Kimberly M. Sheaffer, Legal Office Administrator, Department of Insurance