



COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF GENERAL COUNSEL

March 30, 2023

Lauralee Baker, Esquire
Barley Snyder, LLP
126 East King Street
Lancaster, Pennsylvania 17602
[REDACTED]

RE: RFP OGC-2022-21
Pennsylvania Department of Insurance ("Insurance")
Project: Mcare Section 715 Defense Counsel RFP (Central Region)

Dear Ms. Baker:

After evaluation of your proposal in response to RFP #OGC-2022-21 Mcare Section 715 Defense Counsel RFP, by the Department of General Services, through the Office of General Counsel ("OGC"), I hereby appoint your firm, Barley Snyder, LLP, one of the firms ("Firms") to represent the Commonwealth of Pennsylvania and Insurance, in the above-referenced matter in the Central Region. 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 for medical malpractice defense counsel services pursuant to Section 715 of the Mcare Act ("Section 715 Defense Counsel Services").

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 Section 715 Defense Counsel services to provide representation to health care providers (“HCP(s)”).

Under this engagement, the law firm shall:

1. Represent the HCP(s) before the Court of Common Pleas or Federal District Court;
2. Provide counsel to the HCP(s) regarding the medical malpractice litigation process;
3. Provide assistance to Mcare in the handling of the Matter; and
4. Provide a full range of medical malpractice defense counsel services in the Matter.

Defense 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.

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 \$195.00 per hour; Associates will be billed at a rate of \$180.00 per hour; Paralegals will be billed at a rate of \$95.00 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. 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.

Lauralee Baker, Esquire
March 30, 2023
Page 3 of 3

Sincerely,



LAURIE A. MALONE
Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By: Peter Fabian 5/9/23
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

Stuart O'Neal, Esquire
Burns White LLC
1001 Conshohocken State Road, STE 1-515
West Conshohocken, Pennsylvania 19428
[REDACTED]

RE: RFP OGC-2022-21
Pennsylvania Department of Insurance ("Insurance")
Project: Mcare Section 715 Defense Counsel RFP (Eastern, Central & Western
Regions)

Dear Mr. O'Neal:

After evaluation of your proposal in response to RFP #OGC-2022-21 Mcare Section 715 Defense Counsel RFP, by the Department of General Services, through the Office of General Counsel ("OGC"), I hereby appoint your firm, Burns White LLC, one of the firms ("Firms") to represent the Commonwealth of Pennsylvania and Insurance, in the above-referenced matter in the Eastern, Central and Western Regions. 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.

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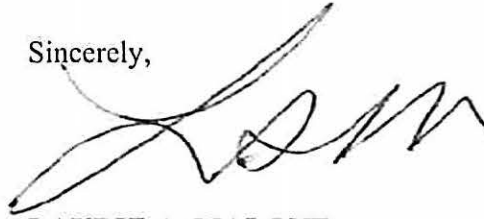
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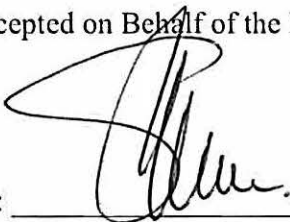
Stuart O'Neal, Esquire
March 30, 2023
Page 3 of 3

Sincerely,



LAURIE A. MALONE
Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By:  _____ 4/2/2023
Date

Member, Burns White LLC
(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



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March 30, 2023

Stuart O'Neal, Esquire
Burns White LLC
1001 Conshohocken State Road, STE 1-515
West Conshohocken, Pennsylvania 19428
[REDACTED]

RE: RFP OGC-2022-21
Pennsylvania Department of Insurance ("Insurance")
Project: Mcare Section 715 Defense Counsel RFP (Eastern, Central & Western
Regions)

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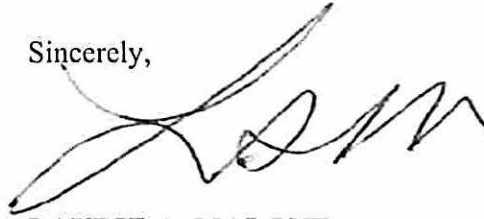
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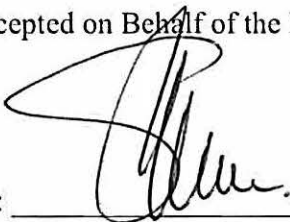
Stuart O'Neal, Esquire
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(Title)

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Alicia C. Rizzi, Legal Office Administrator, Governor's Office of General Counsel
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Burns White LLC
1001 Conshohocken State Road, STE 1-515
West Conshohocken, Pennsylvania 19428
[REDACTED]

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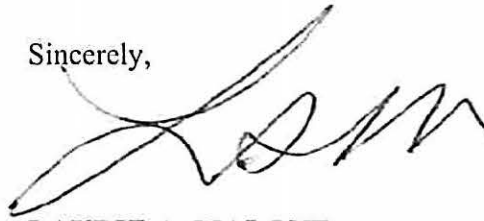
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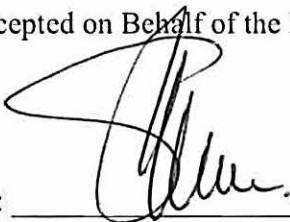
Stuart O'Neal, Esquire
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Page 3 of 3

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COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF GENERAL COUNSEL

March 30, 2023

Robin B. Snyder, Esquire
Marshall Dennehey Warner Coleman & Goggin, P.C.
2000 Market Street, Suite 2330
Philadelphia, Pennsylvania 19103
[REDACTED]

RE: RFP OGC-2022-21
Pennsylvania Department of Insurance ("Insurance")
Project: Mcare Section 715 Defense Counsel RFP (Eastern, Central & Western
Regions)

Dear Ms. Snyder:

After evaluation of your proposal in response to RFP #OGC-2022-21 Mcare Section 715 Defense 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 in the Eastern, Central & Western Regions. 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.

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Robin B. Snyder, Esquire
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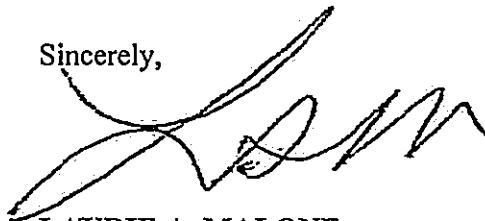
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Director, HC Department
(Title)

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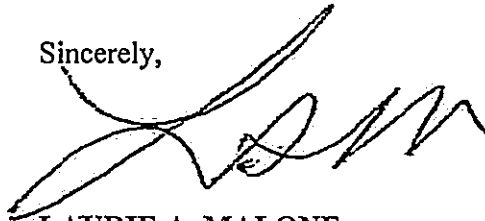
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Regions)

Dear Ms. Snyder:

After evaluation of your proposal in response to RFP #OGC-2022-21 Mcare Section 715 Defense 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 in the Eastern, Central & Western Regions. 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 for medical malpractice defense counsel services pursuant to Section 715 of the Mcare Act ("Section 715 Defense Counsel Services").

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]

Robin B. Snyder, Esquire
March 30, 2023
Page 2 of 3

2. Scope of Services

As the need arises, the Firms will satisfy a need for Section 715 Defense Counsel services to provide representation to health care providers ("HCP(s)").

Under this engagement, the law firm shall:

1. Represent the HCP(s) before the Court of Common Pleas or Federal District Court;
2. Provide counsel to the HCP(s) regarding the medical malpractice litigation process;
3. Provide assistance to Mcare in the handling of the Matter; and
4. Provide a full range of medical malpractice defense counsel services in the Matter.

Defense 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.

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

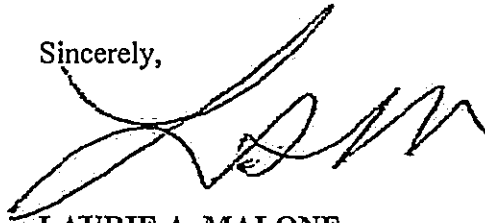
It is agreed upon by the Firm and all parties to this agreement consistent with its proposal for this engagement that the Firm shall be paid at the following rates: Shareholders will be billed at a rate of \$210.00 per hour; Associates will be billed at a rate of \$195.00 per hour; Paralegals will be billed at a rate of \$105.00 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. 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.

Robin B. Snyder, Esquire
March 30, 2023
Page 3 of 3

Sincerely,



LAURIE A. MALONE
Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By: Robin Snyder 04/10/2023
Date

Director, HC 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



COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF GENERAL COUNSEL

March 30, 2023

Alan S. Baum, Esquire
Matis Baum O'Connor
912 Fort Duquesne Boulevard
Pittsburgh, Pennsylvania 15222
[REDACTED]

RE: RFP OGC-2022-21
Pennsylvania Department of Insurance ("Insurance")
Project: Mcare Section 715 Defense Counsel RFP (Western Region)

Dear Mr. Baum:

After evaluation of your proposal in response to RFP #OGC-2022-21 Mcare Section 715 Defense Counsel RFP, by the Department of General Services, through the Office of General Counsel ("OGC"), I hereby appoint your firm, Matis Baum O'Connor, one of the firms ("Firms") to represent the Commonwealth of Pennsylvania and Insurance, in the above-referenced matter in the Western Region. 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 for medical malpractice defense counsel services pursuant to Section 715 of the Mcare Act ("Section 715 Defense Counsel Services").

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 717-[REDACTED]

2. Scope of Services

As the need arises, the Firms will satisfy a need for Section 715 Defense Counsel services to provide representation to health care providers (“HCP(s)”).

Under this engagement, the law firm shall:

1. Represent the HCP(s) before the Court of Common Pleas or Federal District Court;
2. Provide counsel to the HCP(s) regarding the medical malpractice litigation process;
3. Provide assistance to Mcare in the handling of the Matter; and
4. Provide a full range of medical malpractice defense counsel services in the Matter.

Defense 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.

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

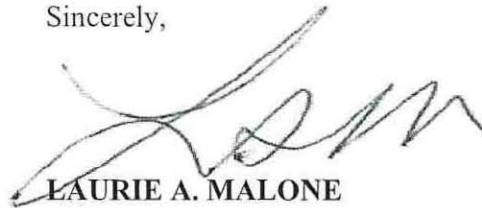
It is agreed upon by the Firm and all parties to this agreement consistent with its proposal for this engagement that the Firm shall be paid at the following rates: Shareholders will be billed at a rate of \$225.00 per hour; Associates will be billed at a rate of \$195.00 per hour; Paralegals will be 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. 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.

Alan S. Baum, Esquire
March 30, 2023
Page 3 of 3

Sincerely,



LAURIE A. MALONE
Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By:  3-31-2023
Date

PRESIDENT

(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

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

RE: RFP OGC-2022-21
Pennsylvania Department of Insurance ("Insurance")
Project: Mcare Section 715 Defense Counsel RFP (Eastern & Central Regions)

Dear Ms. Juliana:

After evaluation of your proposal in response to RFP #OGC-2022-21 Mcare Section 715 Defense 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 in the Eastern and Central Regions. 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 for medical malpractice defense counsel services pursuant to Section 715 of the Mcare Act ("Section 715 Defense Counsel Services").

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 Section 715 Defense Counsel services to provide representation to health care providers (“HCP(s)”).

Under this engagement, the law firm shall:

1. Represent the HCP(s) before the Court of Common Pleas or Federal District Court;
2. Provide counsel to the HCP(s) regarding the medical malpractice litigation process;
3. Provide assistance to Mcare in the handling of the Matter; and
4. Provide a full range of medical malpractice defense counsel services in the Matter.

Defense 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.

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

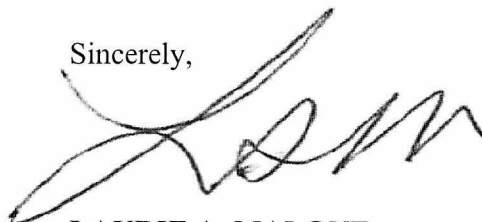
It is agreed upon by the Firm and all parties to this agreement consistent with its proposal for this engagement that the Firm shall be paid at the following rates: Shareholders will be billed at a rate of \$250.00 per hour; Associates will be billed at a rate of \$175.00 per hour; Paralegals will be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

Denise L. Juliana, Esquire
March 30, 2023
Page 3 of 3

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

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

RE: RFP OGC-2022-21
Pennsylvania Department of Insurance ("Insurance")
Project: Mcare Section 715 Defense Counsel RFP (Eastern & Central Regions)

Dear Ms. Juliana:

After evaluation of your proposal in response to RFP #OGC-2022-21 Mcare Section 715 Defense 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 in the Eastern and Central Regions. 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 for medical malpractice defense counsel services pursuant to Section 715 of the Mcare Act ("Section 715 Defense Counsel Services").

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 Section 715 Defense Counsel services to provide representation to health care providers (“HCP(s)”).

Under this engagement, the law firm shall:

1. Represent the HCP(s) before the Court of Common Pleas or Federal District Court;
2. Provide counsel to the HCP(s) regarding the medical malpractice litigation process;
3. Provide assistance to Mcare in the handling of the Matter; and
4. Provide a full range of medical malpractice defense counsel services in the Matter.

Defense 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.

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

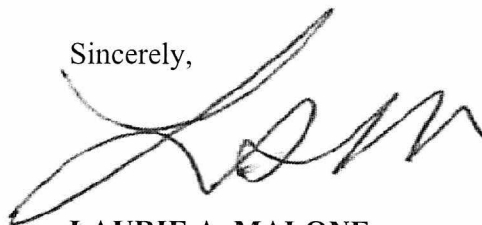
It is agreed upon by the Firm and all parties to this agreement consistent with its proposal for this engagement that the Firm shall be paid at the following rates: Shareholders will be billed at a rate of \$250.00 per hour; Associates will be billed at a rate of \$175.00 per hour; Paralegals will be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

Denise L. Juliana, Esquire
March 30, 2023
Page 3 of 3

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-2022-21
Pennsylvania Department of Insurance ("Insurance")
Project: Mcare Section 715 Defense Counsel RFP (Eastern & Central Regions)

Dear Mr. Brier:

After evaluation of your proposal in response to RFP #OGC-2022-21 Mcare Section 715 Defense 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 in the Eastern and Central Regions. 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 for medical malpractice defense counsel services pursuant to Section 715 of the Mcare Act ("Section 715 Defense Counsel Services").

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 Section 715 Defense Counsel services to provide representation to health care providers (“HCP(s)”).

Under this engagement, the law firm shall:

1. Represent the HCP(s) before the Court of Common Pleas or Federal District Court;
2. Provide counsel to the HCP(s) regarding the medical malpractice litigation process;
3. Provide assistance to Mcare in the handling of the Matter; and
4. Provide a full range of medical malpractice defense counsel services in the Matter.

Defense 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.

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

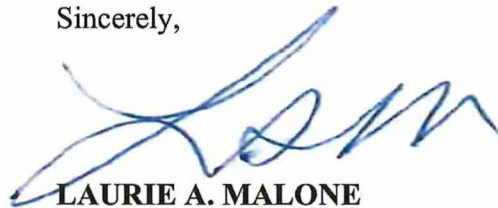
It is agreed upon by the Firm and all parties to this agreement consistent with its proposal for this engagement that the Firm shall be paid at the following rates: Partners will be billed at a rate of \$310.00 per hour; Of Counsel will be billed at a rate of \$300.00 per hour; Associates will be billed at a rate of \$235.00 per hour; Paralegals will be billed at a rate of \$135.00 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. 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.

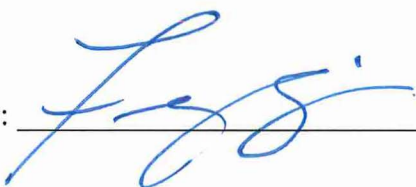
Frank J. Brier, Esquire
March 30, 2023
Page 3 of 3

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



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-2022-21
Pennsylvania Department of Insurance (“Insurance”)
Project: Mcare Section 715 Defense Counsel RFP (Eastern & Central Regions)

Dear Mr. Brier:

After evaluation of your proposal in response to RFP #OGC-2022-21 Mcare Section 715 Defense 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 in the Eastern and Central Regions. 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 for medical malpractice defense counsel services pursuant to Section 715 of the Mcare Act (“Section 715 Defense Counsel Services”).

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 Section 715 Defense Counsel services to provide representation to health care providers (“HCP(s)”).

Under this engagement, the law firm shall:

1. Represent the HCP(s) before the Court of Common Pleas or Federal District Court;
2. Provide counsel to the HCP(s) regarding the medical malpractice litigation process;
3. Provide assistance to Mcare in the handling of the Matter; and
4. Provide a full range of medical malpractice defense counsel services in the Matter.

Defense 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.

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

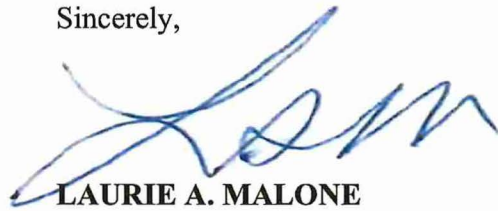
It is agreed upon by the Firm and all parties to this agreement consistent with its proposal for this engagement that the Firm shall be paid at the following rates: Partners will be billed at a rate of \$310.00 per hour; Of Counsel will be billed at a rate of \$300.00 per hour; Associates will be billed at a rate of \$235.00 per hour; Paralegals will be billed at a rate of \$135.00 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. 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.

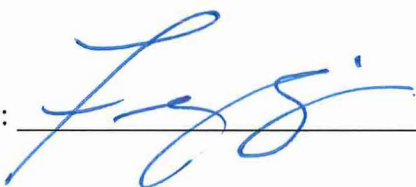
Frank J. Brier, Esquire
March 30, 2023
Page 3 of 3

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



COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF GENERAL COUNSEL

March 30, 2023

Thomas M. Savon, Esquire
Naulty, Scaricamazza & McDevitt, LLC
1617 John F. Kennedy Boulevard, Suite 750
Philadelphia, Pennsylvania 19103
[REDACTED]

RE: RFP OGC-2022-21
Pennsylvania Department of Insurance ("Insurance")
Project: Mcare Section 715 Defense Counsel RFP (Eastern & Central Regions)

Dear Mr. Savon:

After evaluation of your proposal in response to RFP #OGC-2022-21 Mcare Section 715 Defense Counsel RFP, by the Department of General Services, through the Office of General Counsel ("OGC"), I hereby appoint your firm, Naulty, Scaricamazza & McDevitt, LLC, one of the firms ("Firms") to represent the Commonwealth of Pennsylvania and Insurance, in the above-referenced matter in the Eastern and Central Regions. 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

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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 Section 715 Defense Counsel services to provide representation to health care providers (“HCP(s)”).

Under this engagement, the law firm shall:

1. Represent the HCP(s) before the Court of Common Pleas or Federal District Court;
2. Provide counsel to the HCP(s) regarding the medical malpractice litigation process;
3. Provide assistance to Mcare in the handling of the Matter; and
4. Provide a full range of medical malpractice defense counsel services in the Matter.

Defense 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.

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

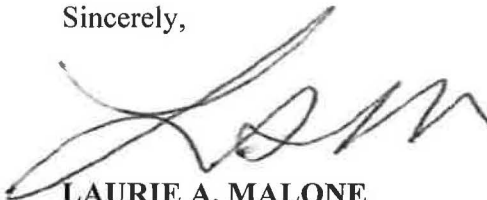
It is agreed upon by the Firm and all parties to this agreement consistent with its proposal for this engagement that the Firm shall be paid at the following rates: Partners will be billed at a rate of \$200.00 per hour; Associates will be billed at a rate of \$190.00 per hour; Paralegals will be billed at a rate of \$95.00 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. 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.

Thomas M. Savon, Esquire
March 30, 2023
Page 3 of 3

Sincerely,



LAURIE A. MALONE
Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By:  _____ 4/4/2023
Date



(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

Thomas M. Savon, Esquire
Naulty, Scaricamazza & McDevitt, LLC
1617 John F. Kennedy Boulevard, Suite 750
Philadelphia, Pennsylvania 19103
[REDACTED]

RE: RFP OGC-2022-21
Pennsylvania Department of Insurance ("Insurance")
Project: Mcare Section 715 Defense Counsel RFP (Eastern & Central Regions)

Dear Mr. Savon:

After evaluation of your proposal in response to RFP #OGC-2022-21 Mcare Section 715 Defense Counsel RFP, by the Department of General Services, through the Office of General Counsel ("OGC"), I hereby appoint your firm, Naulty, Scaricamazza & McDevitt, LLC, one of the firms ("Firms") to represent the Commonwealth of Pennsylvania and Insurance, in the above-referenced matter in the Eastern and Central Regions. 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 for medical malpractice defense counsel services pursuant to Section 715 of the Mcare Act ("Section 715 Defense Counsel Services").

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 Section 715 Defense Counsel services to provide representation to health care providers (“HCP(s)”).

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1. Represent the HCP(s) before the Court of Common Pleas or Federal District Court;
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3. Provide assistance to Mcare in the handling of the Matter; and
4. Provide a full range of medical malpractice defense counsel services in the Matter.

Defense 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.

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

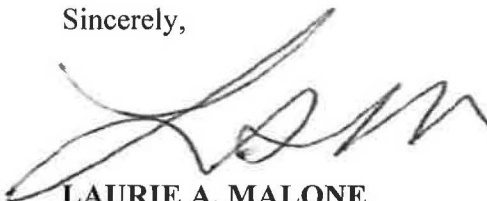
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Upon your review of the proposed assignment, the scope of work, and the compensation, should the Firm be willing to accept this assignment, please execute this letter as indicated below and return the correspondence via email to [REDACTED] along with 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. 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.


Thomas M. Savon, Esquire
March 30, 2023
Page 3 of 3


Sincerely,



LAURIE A. MALONE
Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By:  _____ 4/4/2023
Date

 _____
(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

John R. Hill, Esquire
The Law Offices of John R. Hill & Associates, LLC
401 W. Broad Street
Bethlehem, Pennsylvania 18018
[REDACTED]

RE: RFP OGC-2022-21
Pennsylvania Department of Insurance ("Insurance")
Project: Mcare Section 715 Defense Counsel RFP (Eastern, Central & Western
Regions)

Dear Mr. Hill:

After evaluation of your proposal in response to RFP #OGC-2022-21 Mcare Section 715 Defense Counsel RFP, by the Department of General Services, through the Office of General Counsel ("OGC"), I hereby appoint your firm, The Law Offices of John R. Hill & Associates, LLC, one of the firms ("Firms") to represent the Commonwealth of Pennsylvania and Insurance, in the above-referenced matter in the Eastern, Central & Western Region. As per the terms of the contract, your firm is required to subcontract with Horizon Healthcare Consultants, LTD, Sargents Court Reporting Service, Inc. and Federal Hearings and Appeals Services, Inc. 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.

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John R. Hill, Esquire
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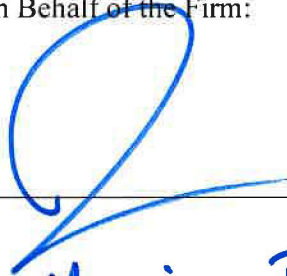
Sincerely,



LAURIE A. MALONE
Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By: _____



4/4/23
Date

Managing 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

John R. Hill, Esquire
The Law Offices of John R. Hill & Associates, LLC
401 W. Broad Street
Bethlehem, Pennsylvania 18018
[REDACTED]

RE: RFP OGC-2022-21
Pennsylvania Department of Insurance ("Insurance")
Project: Mcare Section 715 Defense Counsel RFP (Eastern, Central & Western
Regions)

Dear Mr. Hill:

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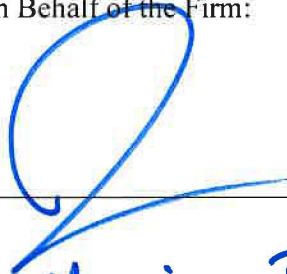
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LAURIE A. MALONE
Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By: _____



4/4/23
Date

Managing 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
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COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF GENERAL COUNSEL

March 30, 2023

John R. Hill, Esquire
The Law Offices of John R. Hill & Associates, LLC
401 W. Broad Street
Bethlehem, Pennsylvania 18018
[REDACTED]

RE: RFP OGC-2022-21
Pennsylvania Department of Insurance ("Insurance")
Project: Mcare Section 715 Defense Counsel RFP (Eastern, Central & Western
Regions)

Dear Mr. Hill:

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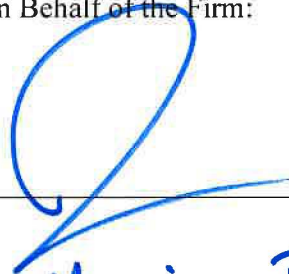
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4/4/23
Date

Managing Partner

(Title)

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