

BID FOR SERVICES

PROGRAM MANAGER

IMPAIRED PROFESSIONAL PROGRAM

LOUISIANA STATE BOARD OF SOCIAL WORK EXAMINERS

Due Date: May 31, 2019
4:30 p.m.

Glossary

BACS: Board Approved Clinical Supervisor

Contractor or IPP Manager: the person or entity awarded a contract through this Bid for Services

IPP: Impaired Professional Program

LABSWE: Louisiana State Board of Social Work Examiners

Must: Denotes a mandatory requirement

Original: Denotes must be signed in ink

Redacted Proposal: The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes.

Shall: Denotes a mandatory requirement

Should, May, Can: Denotes a preference, but not a mandatory requirement

Will: Denotes a mandatory requirement

I. GENERAL INFORMATION

A. Background

The Impaired Professional Program (IPP) of the Louisiana State Board of Social Work Examiners (LABSWE) is established by the authority of Title 46 Professional and Occupational Standards, Part XXV Credentialed Social Workers, Chapter 7 Impaired Professional Program. This Standard "recognizes that impairment in the functioning of persons licensed, credentialed or registered to practice under the auspices of the Louisiana Social Work Practice Act can affect competent delivery of social work services and impair professional judgment."

The purpose of the IPP is to provide public protection by means of close monitoring and remedial course of action applicable to social workers who are functionally impaired in their ability to safely practice social work. In keeping with La R.S. 37:2701 of the Louisiana Social Work Practice Act, the IPP serves to meet LABSWE's mandate "to safeguard the public health, safety and welfare of the people of this state against...and improper practice of social work."

The program emphasizes confidentiality, treatment, recovery, self-help, education and opportunity, while treating the enrolled social workers with compassion, dignity and respect throughout the process. It is therefore hoped that participation in the program will be productive and useful for social workers.

B. Purpose of Bid for Services

1. The purpose of this Bid for Services is to contract with an individual or entity to manage the Impaired Professional Program.
2. The IPP Manager monitors the participants' progress with the requirements of their Participation Agreement with the Impaired Professional Program.

C. Invitation to Propose

The Louisiana State Board of Social Work Examiners is inviting qualified proposers to submit proposals for the contract position of IPP Manager in accordance with the specifications and conditions set forth herein.

D. Coordinator

1. Written questions or inquiries must be directed to the coordinator listed below:

Emily DeAngelo, Administrator
Louisiana State Board of Social Work Examiners
18550 Highland Road, Suite B, Baton Rouge, LA 70809
Phone: 225-756-3470
Fax: 225-756-3472
Email: edeangelo@labswe.org

2. All communications relating to this Bid for Services must be directed to the contact person named above. All communications between Proposers and other staff members or board members are strictly prohibited. Failure to comply with these requirements shall result in proposal disqualification.

E. Proposer Inquiries

1. LABSWE will consider written inquiries regarding the requirements of the Bid for Services or Scope of Services to be provided before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this Bid for Services must be received at the above address or via the above fax number or email address by the date specified in the Schedule of Events.
2. Action taken as a result of verbal discussion shall not be binding on LABSWE. Only written communication and clarification from the Coordinator shall be considered binding.

F. Schedule of Events

LABSWE reserves the right to deviate from this Schedule of Events.

Schedule of Events	Tentative Schedule
Deadline for Receipt of Written Questions <i>Any questions received after the time and date given are not considered valid and will not be answered</i>	12:00 p.m. (noon) May 24, 2019
Deadline for Receipt of Written Proposals <i>No proposals received after the time and date entered can be accepted. Any proposals received after the time and date are automatically disqualified and will not be evaluated.</i>	4:30 p.m. (COB) May 31, 2019
Interviews Conducted	To Be Decided
Contract Award Announced	June 21, 2019
Contract Begins	July 1, 2019

G. Proposer Qualifications

The Proposer shall possess a Master's Degree in social work and hold a current LCSW license with the LABSWE. The Proposer must possess liability and malpractice insurance at the time the proposal is submitted. Certificates of insurance shall be submitted with the proposal. Failure to submit certificates of insurance shall cause proposal to be rejected.

It is desirable that the Proposer have adequate knowledge and training to assess the needs of the IPP participant and provide direct support. The type of experience desired includes individual intervention, prevention, and education in the areas of substance abuse, addictions such as gambling, and other mental health and physical impairments.

II. SCOPE OF WORK

A. Project Overview

The Board has delegated the operation of the Impaired Professional Program (IPP) to the Program Manager, who is responsible for overall monitoring of the participants, making recommendations directly to the Board and creating an atmosphere of collaboration and support that will allow a participant the choice to successfully address his or her impairment. In cases in which recovery is not maintained and or compliance is not adhered to, the IPP Program Manager will ensure the Board that all reasonable efforts were extended to the social worker. The IPP Program Manager will keep focused on the mission of the LABSWE.

The IPP is a program that provides for public protection through monitoring and a planned course of action applicable to social workers who are functionally impaired in their ability to safely practice social work.

The IPP Manager must have and maintain throughout the term of the contract adequate knowledge, experience and training to assess the needs of the participants; develop Participation Agreements with appropriate conditions of participation including clinical and rehabilitative interventions; supervision and monitoring; and to provide direct supervision, monitoring and education of IPP participant related to compliance. The IPP Manager must possess extensive experience in Substance Abuse/Addiction.

B. Deliverables

The IPP Manager, at the direction of LABSWE, shall:

- Develop expectations, performance measures and goals for IPP Participant referred to the IPP Program and incorporate these and all other required elements into a written Participation Agreement.

- Serve in a monitoring capacity for the program participant, ensuring that due dates for document submittals are met, documents are notarized as required by the IPP, participant attends all required meetings.
- Serve in a training capacity for licensed professionals who provide assessments, supervision, and therapy to program participants.
- Provide education to social workers and others about the Impaired Professional Program by conducting workshops.
- Maintain an accurate confidential file system on each IPP Participant (written and electronic database).
- Be prepared to testify at administrative hearings conducted to address participant's non-compliance.
- Attend all board meetings to update board on progress of participants.
- Make recommendations to the board regarding participant's compliance.
- Prepare quarterly outcome reports to be presented at board meetings demonstrating the outcomes on each IPP participant, to include the number of participants, the number of participants completing the program, the number of participants entering the program, the average time a person spends in the program, and the number of recidivists.
- Conduct initial participation orientation.
- Ensure that social worker schedules an assessment, and the assessment professional submits written assessment, within program timelines.
- Approve worksite monitors as applicable.
- Discuss noncompliance issues with participants, as applicable, send letters of noncompliance as required.
- Respond to other programmatic requests from the Board as related to the IPP.
- Maintain knowledge and involvement with other monitoring-type programs
- Support the goals and activities of LABSWE in its legislative directive to protect the public.
- Maintain knowledge of and involvement with service provider community, such as available intensive outpatient programs, to facilitate access to the community resources and to advocate for the needs of the IPP participant.
- Assist LABSWE in transitioning the monitoring duties to a new Contractor at the end of the contract term, as applicable.
- Ensure that all information regarding a social worker's participation in the IPP shall remain confidential.
- Recommend to LABSWE when a social worker may be released from the IPP.

Perform other duties as specified by the LABSWE board and/or Administrator.

C. Confidentiality

LABSWE will, to the fullest extent permissible under R.S. 44:4(26), maintain the social worker's participation in the IPP as a confidential matter. LABSWE retains the discretion to share information it deems necessary with those persons providing assessment/evaluation, therapy, treatment, supervisor, monitoring or drug/alcohol testing or reports. Violation of any terms, conditions or requirements contained in any Participation Agreement, Consent Agreement and Order, or other LABSWE decision

may result in a loss of the confidential status. Participating social workers shall sign consent forms for release of confidential information once per year while in the program.

D. Completion/Termination

A. Upon successful completion of the terms of the Participation Agreement, the IPP Manager shall make a recommendation to LABSWE for the social worker to be released from the program. Upon the LABSWE's approval, the staff shall send notification to the participating social worker. The social worker must notify all involved individuals such as worksite monitors, therapist, etc.

The length of involvement of a social worker within the program shall not exceed five years. Failure to successfully comply with all aspect of the IPP within this time frame shall result in a referral to the LABSWE for appropriate action.

E. Record Keeping

The social worker's record is protected in keeping with all state and federal confidentiality laws and regulations. Access shall be limited to LABSWE and LABSWE staff. All other access shall be limited to individuals from whom a release of information form has been signed by the social worker.

The records shall be stored in a locked file cabinet except when in use. Usual record content may include:

- Assessment/Evaluation reports
- Consent to release information
- Monitoring/Compliance reports
- Drug Testing Reports
- Meeting Attendance Logs
- Correspondence
- IPP Manager's progress notes
- Treatment reports
- Participation Agreements
- Worksite reports
- Group reports
- Medication logs
- Pertinent medical records/reports

F. Technical Requirements

The Contractor must maintain hardware and software that protects the confidentiality of the participant.

G. Other Equipment/Supply Requirements

The Contractor shall provide:

- A telephone with confidential voicemail; not shared with others
- A secure fax machine; not shared with others
- Paper, ink cartridges, envelopes, and all other supplies needed to conduct business

H. Subcontracting

The contractor shall not contract with any other party for furnishing any of the work and professional services required by the contract without the express prior written approval of LABSWE.

I. Resources Available to Contractor

The Louisiana State Board of Social Work Examiners will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities and problems identified.

J. Contact Personnel

All work performed by the contract will be monitored by the contract monitor:

Emily DeAngelo, Administrator
Louisiana State Board of Social Work Examiners
Impaired Professional Program
18550 Highland Road, Suite B
Baton Rouge, LA 70809
Phone: (225) 756-3470
Fax: (225) 756-3472
Email: edeangelo@labswe.org

K. Term of Contract

The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract shall be for a period of 36 months.

L. Payment

The contractor shall submit deliverables in accordance with established timelines and shall submit itemized, detailed invoices monthly or as defined in the contract terms. Payment of invoices is subject to approval of LABSWE's Administrator and the Secretary-Treasurer.

M. Evaluation

The contractor shall be evaluated annually by LABSWE. The annual evaluation shall include a random sample of participant files. A score of 90% shall be obtained in order to maintain contract.

III. PROPOSALS

A. General Information

This section outlines the provisions which govern determination of compliance of each proposer's response to the Bid for Services. LABSWE shall determine, at its sole discretion, whether or not the requirements have been reasonably met. Omissions of required information shall be grounds for rejection of the proposal by LABSWE.

B. Contact After Solicitation Deadline

After the date for receipt of proposals, no proposer-initiated contact relative to the solicitation will be allowed between the proposers and LABSWE until an award is made.

C. Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

D. Rejection and Cancellation

Issuance of this solicitation does not constitute a commitment by LABSWE to award a contract or contracts. LABSWE reserves the right to reject all proposals received in response to this solicitation.

In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

E. Award Without Discussion

LABSWE reserves the right to make an award without presentations by proposers or further discussion of proposals received.

F. Assignments

Any assignment, pledge, joint venture, hypothecation of right or responsibility to any person, firm or corporation should be fully explained and detailed in the proposal. Information as to the experience and qualifications of proposed subcontractors or joint ventures should be included in the proposal. In addition, written commitments from any subcontractors or joint ventures should be included as part of the proposal.

G. Proposal Cost

The proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any proposal submitted in response to this Bid for Services, and shall not include this cost or any portion thereof in the proposed contract price

H. Errors and Omissions

The State reserves the right to make corrections due to minor errors of proposer identified in proposals by State or the proposer. The State, at its option, has the right to request clarification or additional information from proposer.

I. Ownership of Proposal

All proposals become the property of LABSWE and will not be returned to the proposer. LABSWE retains the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this solicitation. Selection or rejection of the offer will not affect this right. Once a contract is awarded, all proposals will become subject to the Louisiana Public Records Act.

J. Proposal Submission

1. All proposals must be received by the due date and time indicated on the Schedule of Events. Proposals received after the due date and time will not be considered. It is the sole responsibility of each proposer to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not so delivered will not be considered.
2. Proposer **shall** submit one (1) original hard copy and one (1) electronic copy of the entire proposal.

Proposals must be submitted via U.S. mail, courier or hand delivered to:

Emily DeAngelo, Administrator
Louisiana State Board of Social Work Examiners
18550 Highland Road, Suite B
Baton Rouge, LA 70809

Email: edeangelo@labswe.org

K. Proprietary and/or Confidential Information

1. Pursuant to the Louisiana Public Records Act (La. R.S. 44.1 et. seq.), all public proceedings, records, contracts, and other public documents relating to this Bid for Services shall be open to public inspection. Proposers should refer to the Louisiana Public Records Act for further clarification.

L. Proposal Format

1. An item-by-item response to the Bid for Services is requested.
2. There is no intent to limit the content of the proposals, and proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the proposer's ability to satisfy the requirements of the Bid for Services.

M. Requested Proposal Outline:

- Introduction/Administrative Data
- Work Plan/Project Execution
- Relevant Experience
- Personnel Qualifications
- Additional Information
- Cost to manage IPP

N. Proposal Content

1. Proposals should include information that will assist LABSWE in determining the level of quality and timeliness that may be expected. The LABSWE shall determine, at its sole discretion, whether or not the provisions have been reasonably met. The proposal should describe the background and capabilities of the proposer, and give details on how the services will be provided. Work samples may be included as part of the proposal.
2. Proposals should address how the proposer intends to assume complete responsibility for timely performance of all contractual responsibilities.
3. Proposals should define proposer's functional approach in providing services and identify the tasks necessary to meet the requirements of the provision of services, as outlined in Section II.

4. Introduction/Administrative Data
 - a. The introductory section should contain summary information about the proposer. This section should state proposer's knowledge and understanding of the needs and objectives of LABSWE's Impaired Professional Program as related to the scope of this Bid for Services. It should further cite its ability to satisfy provisions of the Bid for Services. .

 - b. This section should also include the following information:
 - i. Location of Active Office with Full Time Personnel, include all office locations (address) with full time personnel.
 - ii. Name and address of principal officer;
 - iii. Name and address for purpose of issuing checks and/or drafts;
 - iv. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation.
 - v. If out-of-state proposer, give name and address of local representative; if none, so state;
 - vi. If any of the proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;
 - vii. If the proposer was engaged by LABSWE within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and
 - viii. Proposer's state and federal tax identification numbers.

- c. The following information **must** be included in the proposal:
 - i. Certification Statement: The proposer must sign and submit an original Certification Statement (See Attachment I).
 - ii. Certificates of Insurance (See Section I-G).

5. Work Plan/Project Execution

The proposer should articulate an understanding of, and ability to effectively implement services as outlined within Section II of the Bid for Services. In this section the proposer should state the approach it intends to use in achieving each objective of the project as outlined, including a project work plan and schedule for implementation. In particular, the proposer should:

- a. Provide a written explanation of the organizational structures of both operations and program administration, and how those structures will support service implementation. Individual components should include plans for supervision, training, technical assistance, as well as collaboration as appropriate.
- b. Provide a strategic overview including all elements to be provided.
- c. Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery.
- d. Describe approach and strategy for program oversight and management.
- e. Articulate the need for, and the ability to implement, a plan for continuous quality improvement.
- f. Demonstrate an understanding of and ability to implement data collection as needed.
- g. Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner, as outlined within Section II.
- h. Refer to specific documents and reports that can be produced as a result of completing tasks, to achieve the requested deliverables.
- j. Identify all assumptions or constraints on tasks.
- k. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.

- l. If the proposer intends to subcontract for portions of the work, include specific designations of the tasks to be performed by the subcontractor.
- m. Document procedures to protect the confidentiality of records, including records in databases that may be transmitted electronically via e-mail or the Internet.
- n. Relevant Experience
- o. The proposal should indicate prior successful experience in the design and implementation of the services sought through this Bid for Services. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the projects scope and similarity to the projects outlined in this Bid for Services. All experience under this section should be in sufficient detail to allow an adequate evaluation by LABSWE. Proposers should describe their ability to meet or exceed the mandatory and the desirable qualifications listed in Section I-I. Proposers should give at least two professional references that are familiar with the proposer's clinical and organizational abilities. References should include the name, email address and telephone number of each contact person.
- p. In this section, a statement of the proposer's involvement in litigation that could affect this work should be included. If no such litigation exists, proposer should so state.

6. Personnel Qualifications

- a. The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed contractor. The experience of proposer in implementing similar services to those to be provided under this Bid for Services will be evaluated. The Proposer should describe its ability to meet or exceed the mandatory and the desirable qualifications.
- b. Résumés of all known personnel should be included. Resumes of proposed personnel should include, but not be limited to:
 - Experience with proposer,
 - Previous experience in projects of similar scope and size.
 - Educational background, certifications, licenses, special skills, etc.
- c. If subcontractor personnel will be used, the proposer should clearly identify these persons, if known, and provide the same information requested for the proposer's personnel.

7. Additional Information

As an appendix to its proposal, if available, proposers should provide copies of any policies and procedures manuals applicable to this contract, inclusive of organizational standards or ethical standards. This appendix should also include a copy of proposer's All Hazards Response Plan, if available.

8. Cost to manage IPP

Proposer shall specify costs for performance of tasks. Proposal shall include all anticipated costs of successful implementation of all deliverables outlined. An item by item breakdown of costs shall be included in the proposal.

O. Evaluation Criteria

The following criteria will be used to evaluate proposals:

1. Evaluations will be conducted by the Administrator and members of LABSWE.
2. Scoring will be based on a possible total of 100 points.
3. Evaluation Criteria and Assigned Weights:

Evaluation Criteria	Assigned Weight
Introduction/Understanding of Bid for Services	20
Work Plan/Project Execution	20
Relevant Experience	20
Qualification of Personnel	20
Cost	20
Total	100

P. Announcement of Award

LABSWE will award the contract to the proposer with the highest graded proposal and deemed to be in the best interest of LABSWE. All proposers will be notified of the contract award. LABSWE will notify the successful proposer and proceed to negotiate contract terms.

IV. CONTRACTUAL INFORMATION

- A. The contract between LABSWE and the Contractor shall include the state's standard contract form including a negotiated scope of work. The attached contract contains basic information and general terms and conditions of the contract to be awarded.
- B. Mutual Obligations and Responsibilities: The state requires that the mutual obligations and responsibilities of LABSWE and the successful proposer be recorded in a written contract. While final wording will be resolved at contract

time, the intent of the provisions will not be altered and will include all provisions as specified in the attached example contract.

- C. In addition, to terms of the CF-1 and supplements, the following will be incorporated into the contract awarded through this Bid for Services:
1. **Personnel Assignments:** The Contractor's key personnel assigned to this contract may not be replaced without the written consent of the Department. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Key personnel for these purposes will be determined during contract negotiation.
 2. **Force Majeure:** The contractor and LABSWE are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.
 3. **Order of Precedence:** The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving a first priority to provisions of the contract excluding the Bid for Services and the proposal; second priority to the provisions of the Bid for Services; and third priority to the provisions of the proposal.
 4. **Entire Agreement:** This contract, together with the Bid for Services and addenda issued thereto by LABSWE, the proposal submitted by the contractor in response to the Bid for Services, and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect to the subject matter.
 5. **Board Resolution/Signature Authority:** The contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.
 6. **Warranty to Comply with State and Federal Regulations:** The contractor shall warrant that it shall comply with all state and federal regulations as they exist at the time of the contract or as subsequently amended.
 7. **Warranty of Removal of Conflict of Interest:** The contractor shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform the Department promptly of any potential conflict. The contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.

8. If the contractor is a corporation, the following requirement must be met prior to execution of the contract:
 - a. If a for-profit corporation whose stock is not publicly traded-the contractor must file a Disclosure of Ownership form with the Louisiana Secretary of State.
 - b. If the contractor is a corporation not incorporated under the laws of the State of Louisiana-the contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
 - c. The contractor must provide written assurance to the agency from contractor's legal counsel that the contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.