

SOLICITATION FOR
LEGAL SERVICES

LOUISIANA STATE BOARD OF SOCIAL WORK EXAMINERS

Proposals Due by April 30, 2019, at 4:30 p.m.

Glossary

LABSWE: Louisiana State Board of Social Work Examiners

Must: Denotes a mandatory requirement

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

1. The legislature declares that, in order to safeguard the public health, safety, and welfare of the people of this state against unauthorized, unqualified, and improper practice of social work, it is necessary that a proper regulatory authority be established and adequately provided for. Therefore the Louisiana State Board of Social Work Examiners is created within the Department of Health and Hospitals.
2. LABSWE may enter into such professional service contracts as necessary to carry out its responsibilities in accordance with R.S. 36:803.

B. Purpose of Solicitation

1. The purpose of this notice is to solicit proposals from attorneys who possess specialized knowledge, experience, and expertise in the area of administrative law.
2. A contract is necessary to assist LABSWE with legal issues.

C. Invitation to Propose

LABSWE is inviting qualified proposers to submit proposals for legal services in accordance with the specifications and conditions set forth herein.

D. Coordinator

1. Written questions or inquiries must be directed to:

Emily DeAngelo, Administrator
Louisiana State Board of Social Work Examiners
18550 Highland Road, Suite B
Baton Rouge, LA 70809
Telephone Number (225) 756-3470
Facsimile Number (225) 756-3472
Email edeangelo@labswe.org

2. This notice is available in PDF at www.labswe.org.
3. All communications relating to this solicitation must be directed to the contact person named above. All communications between Proposers and other staff members or board members concerning this solicitation shall be 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 contractor 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 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

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| Schedule of Events | |
| 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) April 17, 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) April 30, 2019 |
| Interviews Conducted | To Be Decided |
| Contract Award Announced | May 31, 2019 |
| Contract Begins | July 1, 2019 |

II. SCOPE OF WORK

A. Project Overview

The contractor will use his/her knowledge of the Administrative Procedure Act, Louisiana Social Work Practice Act (Act) and the Rules, Standards and Procedures (Rules) to provide legal guidance to LABSWE and its staff. The contractor will serve as Hearing Officer in administrative hearings. The contractor will provide legal opinions, articles for newsletter and review documents for legal sufficiency. Contractor may, in conjunction with the Attorney General's office file injunctions against individuals that practice social work without a license issued by LABSWE.

B. Deliverables

The contractor will complete assignments and provide feedback within 15 business days of receiving the assignment.

The contractor will be accessible by phone, fax and email.

The contractor will participate in meetings with the LABSWE, staff or other person(s) as requested by LABSWE or the Administrator.

C. Subcontracting

The contractor shall not contract with any other party for furnishing any of the work and professional services required by the contract.

D. Liability

1. There shall be no liability on the part of and no action for damages against:

(a) Any member of the board, or its agents or employees, or any member of an examining committee appointed or designated by the board, for any action undertaken or performed by such individual within the scope of the duties, powers, and functions of the board or such examining committee as provided for in this Chapter when such individual is acting without malice and in the reasonable belief that the action taken by him is warranted.

(b) Any person, committee, association, organization, firm, or corporation providing information to the board, its agents or employees, or to an examining committee appointed or designated by the board, whether a witness or otherwise. Such a person, committee, association, organization, firm, or corporation providing such information without malice and in the reasonable belief that such information is accurate shall not be held, by reason of having provided such information, to be liable in damages under any law of the state or any political subdivision thereof.

2. In any suit brought against the board, its employees, or agents, any member of an examining committee appointed by the board, or any person or entity providing information to the board, when any such defendant prevails in such suit, the court shall, at the conclusion of the action, award to any such prevailing party defendant against any such claimant the cost of the suit attributable to such claim, including attorney fees if the claim was frivolous, unreasonable, without foundation, or in bad faith.

3. For the purposes of this Section, a defendant shall not be considered to have prevailed when the claimant obtains an award for damages or permanent injunctive or declaratory relief.

E. Resources Available to Contractor

LABSWE 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.

F. 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
18550 Highland Road, Suite B

Baton Rouge, LA 70809
Telephone Number (225) 756-3470
Facsimile Number (225) 756-3472
Email edeangelo@labswe.org

G. Term of Contract

The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract is for a period of 12 months. LABSWE reserves the right to renew or extend the contract for up to a maximum of 36 months with the same rates and conditions.

H. Payment

The sums payable under this contract including fees and reimbursement expenses shall be billed in accordance with Policy and Procedure Memo 50 (Attorney General Handling Guidelines and Billing Procedures).

Counsel shall submit to LABSWE for review and approval an itemization of all work performed, listing time by date for work performed by hours, down to the tenth of an hour, with specific reference to the nature of the work performed. The statement shall be submitted within thirty days following the end of each month. All billings by Counsel for services rendered shall be submitted in compliance with LSA-R.S. 39:1618.

Counsel shall be reimbursed for out-of-pocket expenses in accordance with the Division of Administration Travel Rules and Regulations as set forth in PPM 50. Travel time, at the direction of LABSWE, is billable as services if done during normal working hours at one-half the agreed upon attorney pay rate and shall not exceed eight hours per day without written justification. Counsel agrees to comply with the instructions on Attachment #1 when submitting invoices.

The contractor is not eligible for benefits, such as health insurance or retirement. Payment of invoices is subject to approval of the board's Administrator and the Secretary-Treasurer of LABSWE.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of a contract. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to LABSWE.

III. PROPOSALS

A. General Information

This section outlines the provisions which govern determination of compliance of each proposer's response to the solicitation. 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.

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 they are 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.

E. Award Without Discussion

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

F. 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 solicitation.

G. 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.

H. 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.

I. 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 via U.S. mail, courier or hand delivered to LABSWE, c/o Emily DeAngelo, Administrator, 18550 Highland Road, Suite B, Baton Rouge, LA 70809.
3. Proposer shall submit an electronic copy (email) to edeangelo@labswe.org.

J. Proprietary and/or Confidential Information

For the purposes of this solicitation, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this solicitation shall be open to public inspection. Proposers should refer to the Louisiana Public Records Act for further clarification.

K. Qualifications

1. Must be licensed to practice law in the state of Louisiana.
2. License must be in good standing and not the subject of a complaint investigation.
3. Previous experience with a licensing board is preferred.

L. Proposal Content

1. 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 contract.
2. Proposer should provide documentation of education, training, experience, special skills and other qualifications.
3. Proposals should include information that will assist LABSWE in determining the level of quality and timeliness that may be expected. 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.
4. Proposals should address how the proposer intends to assume complete responsibility for timely performance of all contractual responsibilities.

M. Evaluation Criteria

The agency shall determine, at its sole discretion, whether or not the solicitation provisions have been reasonably met. 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 18 points and the proposal with the highest total score will be recommended for award. Each category will be scored as either 1-weak, 2-moderate, or 3-strong.
 - a. Ability to communicate effectively in person and in writing.
 - b. Knowledgeable of the purpose and function of the board.
 - c. Knowledgeable of the laws and rules that govern the practice of social work.
 - d. Experience/area(s) of expertise.
 - e. Training and certification beyond requirements for licensure.
 - f. Whether or not proposer addressed all areas outlined in section L. Proposal Content.

N. 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 the board. All proposers will be notified of the contract award.

IV. CONTRACTUAL INFORMATION

- A. The contract between LABSWE and the contractor shall include the standard contract forms. These forms are found on the website of the Office of Contractual Review.
- 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 by the state.
- C. The contract between LABSWE and the contractor is deemed official once approved by the state.

ATTACHMENT #1

INSTRUCTIONS FOR SUBMITTING INVOICES

At the end of each calendar month, an itemization of all work performed, listing time by date for work performed by hours, down to the tenth of an hour with specific reference to the nature of the work performed (*e.g. drafting of expert reports, research, review of files, etc.*) should be invoiced to Louisiana State Board of Social Work Examiners via Acuity Management System (if agency is using electronic billing system) OR in accordance with the agency's request.

Reimbursement for all expenses must have receipts or documentation attached to the invoices or reimbursement will not be made. Some examples of the receipts or documentation that will be accepted are given below:

1. Express Mail - a copy of the invoice from the vendor.
2. Travel expenses - purpose of the trip, miles traveled or airline ticket receipt, parking receipts, taxi receipts, hotel receipts (credit card receipt will not be accepted).
3. Invoices are to be submitted at the end of each calendar month and must indicate the amount of the contract, the amount billed to date and the remaining balance.

If your invoices are billed by each individual case that you have worked on please include a summary sheet for that month for that invoice. Do not include any previous balances owed on the summary sheet.

LSA - R.S. 39:1618 calls for invoices to be submitted in the form of an affidavit.