

SOLICITATION FOR  
LEGAL SERVICES

LOUISIANA STATE BOARD OF SOCIAL WORK EXAMINERS

Proposals Due by March 1, 2022, at 12:00 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  
Email [edeangelo@labswe.org](mailto:edeangelo@labswe.org)

2. This notice is available in PDF at [www.labswe.org](http://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 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	
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) February 22, 2022
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>	12:00 p.m. (noon) March 1, 2022
Interviews Conducted	To Be Decided
Contract Award Announced	April 4, 2022
Contract Begins	May 1, 2022

## **II. SCOPE OF WORK**

### **A. Project Overview**

The contractor will serve as Prosecuting Officer representing the Board in formal and informal disciplinary matter. The contractor will prepare administrative complaints, participate in pre-trial matters involving adjudication proceedings, negotiation and preparation of consent agreement and orders, presentation of cases at an adjudication hearing, appellate representation; and provide other legal services that are required by the Board and agreed on by the parties to this agreement.

### **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](mailto: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 through June 30, 2023. 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](mailto: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.
5. Proposals shall provide a breakdown of costs for services, to include how the Board will be billed for learning the Social Work Practice Act and Rules, Standards and Procedures.



### **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. A sample contract is provided with this solicitation.
- 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 parties.

STATE OF LOUISIANA

CONTRACT FOR PROFESSIONAL LEGAL SERVICES  
(Revised 7-25-19)

BE IT KNOWN THAT on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_, this agreement is entered into by and between (State Agency) hereinafter sometimes referred to as ("State") and (**Contractor**), hereinafter sometimes referred to as ("Counsel").

1.

Counsel hereby agrees to furnish the following services:

*(description of legal services to be provided here.)*

The scope of this contract does not include litigation or proceedings arising out of or involving tort or worker's compensation.

These legal services are to be provided under the immediate supervision of the staff of the (State Agency) and subject to secondary review by the Department of Justice, Office of the Attorney General.

The (State Agency) hereby certifies and Counsel hereby acknowledges that:

1. Goals and objectives: The (State Agency) has entered into this contract in order to obtain professional and reliable legal services as referred to hereinabove.
2. Performance measures: The services provided by counsel shall be evaluated to determine that the services are provided timely and professionally.
3. Monitoring Plan: The staff of the (State Agency) shall monitor the performance of counsel by review of all interim written or verbal reports submitted by contractor and by supervision of the services provided by counsel.

2.

In consideration of services described hereinabove, State hereby agrees to pay the Counsel as follows:

***(Name and Title of billing personnel and Hourly rate)***

The total of all sums payable under this contract including fees and reimbursement of expenses shall not exceed ***(maximum amount of contract \$\_\_\_\_\_)*** and shall be billed in accordance with Policy and Procedure Memo 50 (Attorney Case Handling Guidelines and Billing Procedures).

Final billing shall be submitted to the State within 90 days of contract expiration date. At the end of each calendar month, Counsel shall submit to the State for review and approval, via Acuity Management System, (reference to Acuity should be included only if agency is enrolled in state's electronic legal billing system), 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 pleadings, research, review of files, etc.)***. It is understood that should Counsel fail to submit statements within thirty (30) days following the end of each month, State shall not be responsible for payment thereof under this contact or in quantum meruit. All billings by Counsel for services rendered shall be submitted in compliance with LSA-R.S. 39:1618.

All legal fees and costs shall be paid in accordance the State Agency or Division of Administration Attorney Case Handling Guidelines and Billing Procedures as set forth

in PPM 50. 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 49. Travel time, at the direction and for the convenience of the State, 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.

3.

Counsel hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said counsel's obligation and identified under Federal tax identification number (***federal tax id number and State LDR account number***).

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 this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting

agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

4.

The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontractor to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

5.

This contract is in effect for the period commencing (***enter beginning date***) and ending on (***enter ending date***).

The effective date of this contract may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date. Requests for extensions may be initiated by either party by the mailing of such request to the party, via Certified Mail, return receipt requested, not less than thirty (30) days before the termination date provided for herein

or thirty (30) days before the termination of the first extension of this contract. If either party informs the other that an extension of this contract is deemed necessary, an amendment may be prepared by State and forwarded to the other party for appropriate action by the other party, and said amendment is to be returned to State with appropriate information and signatures not less than fifteen (15) days prior to termination date. Upon receipt of the amendment, it will be forwarded to the necessary authorities for their approval.

Notwithstanding the foregoing, in no event shall the total term of this contract, including extensions hereto, be for a period of more than three (3) years.

6.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

7.

Counsel shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of

the State, provided however, that claims for money due or to become due to the Counsel from the State under this contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State and the Office of State Procurement.

8.

The State shall have the right to cancel this contract for any reason by giving the other party written notice sent to Counsel's address by certified mail. Counsel shall have the right to cancel this contract for any reason by giving the State 30 day's written notice by certified mail.

Notice shall be sent Certified Mail, return receipt requested, to the following addresses:

If to State:                   ***(Name, Title, Address)***

If to Counsel:               ***(provide name of contractor (counsel) and full address)***

9.

All records, reports, documents and other material delivered or transmitted to Counsel by State shall remain the property of State, and shall be returned by Counsel to State, at Counsel's expense, at termination or expiration of this contract. All records, reports, documents, pleadings, exhibits or other material related to this contract and/or obtained or prepared by Counsel in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Counsel to State, at Counsel's expense, at termination or expiration of this contract.

10.

The State and Counsel acknowledge and agree that the Department of Justice has the right to review all records, reports, worksheets or any other material of Counsel related to this contract. The State and Counsel further agree that Counsel will furnish to the Department of Justice, upon request, copies of any and all records, reports, worksheets, bills, statements or any other material of Counsel related to this contract.

11.

Counsel agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Counsel agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disability, or age in any matter relating to employment.

Any act of discrimination committed by counsel, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

In accordance with R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its



subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this contract.

12.

This contract is not effective until approved in writing by the (State Agency), the Attorney General and the Office of State Procurement, in accordance with LSA. R.S. 39:1595.1. It is the responsibility of the contractor to advise the State in advance if contract funds or contract terms may be insufficient to complete contract objectives.

13.

Any claim or controversy arising out of the contract shall be resolved by the provisions of LSA-R.S. 39:1672.1 – 1672.4.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of this day of *(enter date)*.

WITNESSES SIGNATURES:

**(STATE AGENCY)**

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
**(Name & Title)**  
**(Telephone Number)**

\_\_\_\_\_

**(FIRM/COUNSEL NAME)**

\_\_\_\_\_

BY: \_\_\_\_\_  
**(Print Name Under Signature)**

\_\_\_\_\_

Tax I.D. #: \_\_\_\_\_

Telephone: \_\_\_\_\_

## 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 (*agency*) 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.



Jeff Landry  
Attorney General

**State of Louisiana**

DEPARTMENT OF JUSTICE  
CIVIL DIVISION  
P.O. BOX 94005  
BATON ROUGE  
70804-9005

February 8, 2016

TO: ALL INTERESTED PARTIES  
FROM: JEFF LANDRY, ATTORNEY GENERAL *JL*  
SUBJECT: MAXIMUM HOURLY FEE SCHEDULE

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This is to advise all interested persons that the approved Maximum Hourly Fee Schedule of this office for professional legal services, effective this date, shall be as follows:

\$225.00	PER HOUR FOR ATTORNEYS HAVING EXPERIENCE OF TEN YEARS OR MORE IN THE PRACTICE OF LAW
\$175.00	PER HOUR FOR ATTORNEYS HAVING EXPERIENCE OF FIVE TO TEN YEARS IN THE PRACTICE OF LAW
\$150.00	PER HOUR FOR ATTORNEYS HAVING EXPERIENCE OF THREE TO FIVE YEARS IN THE PRACTICE OF LAW
\$125.00	PER HOUR FOR ATTORNEYS HAVING EXPERIENCE OF LESS THAN THREE YEARS IN THE PRACTICE OF LAW
\$60.00	PER HOUR FOR PARALEGAL SERVICES
\$40.00	PER HOUR FOR LAW CLERK SERVICES

JL/arg