PELICAN CENTER FOR CHILDREN AND FAMILIES

REQUEST FOR PROPOSALS FOR
COURT IMPROVEMENT PROGRAM
JUDICIAL FELLOW

I. PURPOSE

The Pelican Center for Children and Families (the “Pelican Center”) invites qualified individuals to submit proposals for providing services as a judicial fellow for the Louisiana Court Improvement Program.

II. SUBMISSION OF PROPOSALS

An email with the proposal attached must be received no later than 4:00 p.m. (CST) on Friday, September 11, 2020, at the following email address: mark.harris@pelicancenter.org.

Any proposals which are received after this deadline will not be considered. The email with the attached proposal must bear the name of the person making the proposal and must have in the subject line: “Proposal for Court Improvement Program Judicial Fellow.”

All questions or other communications relative to this request for proposals (“RFP”) should be directed to Kären Hallstrom, Vice President of the Pelican Center Board of Directors. Ms. Hallstrom may be reached via email at khallstrom2017@gmail.com. As set out in more detail below, all questions should be submitted by 4 p.m. (CST), on Monday, September 7, 2020. The preferred method of receiving questions is via e-mail. Any oral explanations or instructions shall not be binding.

III. TIMETABLE FOR PROPOSALS

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<th>Event</th>
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<tr>
<td>Issue date of RFP</td>
<td>Friday, August 28, 2020</td>
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<tr>
<td>Deadline for receipt of questions</td>
<td>Monday, September 7, 2020</td>
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<td>Deadline for receipt of proposals</td>
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IV. BACKGROUND

The Louisiana Supreme Court is the highest court in the State, and thus is eligible to receive, from the federal DHHS Administration for Children & Families, Court Improvement Program (CIP) grants. CIP grants are to be used by states to improve the performance of Louisiana courts.
exercising juvenile jurisdiction in child abuse and neglect cases to assure that safety, permanency and well-being are achieved for children in a fair and timely manner.

The Louisiana Supreme Court, recipient of the CIP grant funds, has elected to contract with the Pelican Center for Children and Families to implement the Louisiana Court Improvement Program strategic plan. Under the direction of the Executive Director, Mark Harris, and with governance by the Pelican Center’s Board of Directors, the CIP activities are carried out, with the advice and direction of the Louisiana Child Advocacy Resource Effort (CARE) committee.

Activities in the CIP strategic plan are primarily carried out through contracts for services. The CARE committee identifies the scope of services needed and the vendor qualifications, and makes recommendations to the Pelican Center for contracts. Major CIP activities included in the current strategic plan are as follows:

Foster Collaboration
- Support interdisciplinary education and training
- CIP Judicial Fellow to address systemic issues with bench
- Support DCFS in collaborative approaches to improve safety, permanency and well-being outcomes for children in accordance with federal CIP program instructions

Improve the Quality of Legal Representation for All Parties
- Promote and support high quality legal representation to parents, children, DAs and DCFS, both in and out of court, through targeted training
- Provide specialized training to judges hearing CINC cases

Improve the Quality of Safety Decision-making to Prevent or Eliminate the Need for Removals
- Ensure that courts are making diligent “reasonable efforts” inquiries
- Ensure that courts are making diligent “contrary to the welfare” or “not in the best interest” determinations
- Ensure that court orders comply with state and federal law

Ensure High Quality Court Hearings
- Use of CIP Judicial Fellow to address systemic challenges in local courts
- Work with foster parents to ensure their voices are heard in court
- Ensure that children’s voices are heard in CINC proceeding in accordance with law

Respond to Federal Title IV-E Eligibility Review Issues
Participate in Federal Child and Family Services Reviews and Program Improvement Plans

The work of the Judicial Fellow is an integral piece of the CIP strategic plan developed by the CARE committee in accordance with federal Children’s Bureau requirements to facilitate improved court practice and to support judicial commitment to leadership in child welfare cases.
V. SCOPE OF WORK

Proposer must be prepared to serve as Judicial Fellow for the Louisiana Court Improvement Program in furtherance of the goals and objectives of the Strategic Plan of the Court Improvement Program, including but not limited to the following tasks:

- Serve as a direct CIP linkage to local judges and courts
- Serve as a CIP linkage to state and local judicial education programs
- Be available to provide information and technical assistance to new judges assuming CINC jurisdiction
- Help to energize interest in, coordinate and facilitate local stakeholder meetings
- Serve as a liaison from CIP to the federal CFSR and Title IV-E review processes
- Serve as a liaison from local practice to the CIP in the way of recommendations for improved technical support to courts
- Serve as a CIP liaison to the Louisiana CASA Association and to local CASA programs in support of expansion into un-served or under-served areas
- Provide technical support to courts having Title IV-E compliance problems
- Serve as CIP linkage to Tribal Courts
- Provide advice, counsel and support relative to successful implementation of the CIP Strategic Plan
- Make recommendations for changes in law as needed to better serve foster children
- Attend CIP CARE Committee meetings and report on findings and activities in the field, along with recommendations for court and CIP initiatives designed to improve the safety, permanency and well-being of children in foster care
- Communicate regularly with the Executive Director of the Pelican Center regarding systemic and ad hoc problems affecting the efficient and effective adjudication of and processing of all matters relating to CINC cases, including termination of parental rights and adoptions flowing from them
- Provide to the Executive Director of the Pelican Center regular quarterly reports and ad hoc reports when advisable and appropriate.

Proposer must be willing and able to travel frequently statewide to perform these services.
VI. CONTENTS OF THE PROPOSAL

Your proposal should address each of the areas outlined below and provide the information requested. Your response should include the following:

A. Cost

The information regarding Cost should include:

1. Your hourly rate and/or proposed flat monthly rate;
2. Your expectations, if any, regarding expense reimbursement, including travel expenses and office/equipment expenses.

B. Qualifications

The information regarding Qualifications should include, but is not limited to the following:

1. Proposer’s Experience

The proposal must set forth a description of the proposer's experience with regard to the essential functions outlined in Section V, Scope of Work. Qualifications should include:

   • Retired or sitting Louisiana judge in good standing
   • Judicial experience in child in need of care proceedings
   • Training experience, preferably with judges, judicial administrators, attorneys, child welfare practitioners and Court Appointed Special Advocates
   • Knowledge of federal and state child welfare law, including the provisions of the Louisiana Children’s Code relative to child protection
   • Knowledge of current literature, principles, practices, best practices and outcome measures related to child welfare and juvenile court systems
   • Knowledge and understanding of the Indian Child Welfare Act preferred
   • Knowledge and experience working collaboratively with DCFS, especially federal Child and Family Services Reviews and Title IV-E Eligibility Reviews

2. Proposer’s References

Provide at least two references. The Proposer’s References shall include, but are not limited to, the following:
• Contact name
• Telephone number
• Email address
• Letters of reference (if available)

Please note that the Pelican Center may or may not elect to contact references provided.

VII. EVALUATION CRITERIA

The Pelican Center will evaluate all proposals and, if a proposer is to be selected, select a proposer on the basis of the following criteria:

A. Cost (25 percent)
B. Qualifications (75 percent)

VIII. CONTRACT AWARD

The Pelican Center reserves the right to enter into a contract without further discussion of the proposal based on the content of the proposals submitted. Ordinarily, nonresponsive proposals will be rejected outright. Nevertheless, the Pelican Center may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted, the Pelican Center may elect to consider only your unrevised initial proposal. The Pelican Center may also elect to conduct negotiations, beginning with the highest ranked proposer, or seek best and final offers. If negotiations are conducted, the Pelican Center may elect to disregard the negotiations and accept your original proposal.

IX. TERM OF INITIAL AGREEMENT

Any contract to be awarded is expected to commence on October 1, 2020 and terminate on September 30, 2021.

X. PUBLIC NATURE OF PROPOSAL AND PROSPECTIVE CONTRACT

All proposals submitted in response to this request for proposals, and any contract which might ultimately be agreed upon, will be open to public inspection by any interested person, firm or corporation.

It should be noted and understood that all proposals, contracts and other documents presented in connection with this RFP become the property of the Pelican Center.
XI. SUBMISSION OF CONFIDENTIAL INFORMATION AND REDACTION OF PROPOSALS

Trade secrets or other proprietary information submitted by a proposer as part of its RFP may not be subject to public disclosure, provided the proposer specifies the relevant law supporting its request for confidentiality. However, the proposer must invoke the protections of this section prior to or upon submission of its proposal, must identify the specific data or other materials to be protected, and must state the reasons why protection is necessary. Any aspect of the proposal which addresses the price of providing the requested services will not be considered confidential under any circumstance. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of this legend:

"The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the Pelican Center shall have the right to use or disclose the data therein to the extent provided in the contract."

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL.” All markings must be conspicuous; use color, bold, underlining, or some other method in order to distinguish the mark from the other text. You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. In addition, you must submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should:

a. Reflect the same pagination as the original, and
b. Show the empty space from which information was redacted

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or any other person seeks review or copies of another proposer’s confidential data, the Pelican Center will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify and hold the Pelican Center harmless against all actions or court proceedings that may ensue (including attorney’s fees), which seek to order the Pelican Center to disclose the information.

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If the owner of the asserted data refuses to indemnify and hold the Pelican Center harmless, the Pelican Center may disclose the information.

XII. **PELICAN CENTER DISCRETION**

The Pelican Center specifically reserves the right to reject, in full or in part, all proposals submitted, and/or to cancel this request for proposals, when such action is in the Pelican Center’s best interests. Any contract which may be awarded shall be based upon the proposal which is most advantageous to the Pelican Center and its employees, costs and other factors considered. All contracts are subject to the availability of funds.

XIII. **CHANGES, ADDENDA, WITHDRAWALS**

The Pelican Center reserves the right to change the calendar of events or issue addenda to the RFP at any time. The Pelican Center also reserves the right to cancel or reissue the RFP.

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, and cross-referenced clearly to the relevant proposal section. **All such changes must be received prior to the deadline for proposal submission.**

XIV. **COST OF PREPARING PROPOSALS**

The Pelican Center is not liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing the proposal, and any other expenses incurred by the proposer in responding to the RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by the Pelican Center.

XV. **AUDIT OF RECORDS**

The State Legislative Auditor or other auditors so designated by the Pelican Center shall have the option to audit all accounts directly pertaining to the resulting contract for a period of three (3) years after project acceptance or as required by applicable State or Federal law. Records shall be made available during normal working hours for this purpose.

XVI. **RECORDS RETENTION**

The successful proposer shall maintain all records relating to any contract which is agreed upon for a period of at least three (3) years after acceptance by the Pelican Center.

XVII. **CHOICE OF LAW**

The resulting contract shall be governed by Louisiana law.
XVIII. NO MANDATORY ARBITRATION

The resulting contract shall not contain any provision mandating that the parties submit to arbitration.

XIX. FIXED PRICING REQUIRED

Any pricing provided by proposer shall include all costs for performing the work associated with that price. Except as otherwise provided in this RFP, proposer's price shall be fixed for the duration of any resulting contract. This clause does not prohibit proposer from offering lower pricing after award.

XX. NON-INDEMNIFICATION

Any term or condition is void to the extent it requires the Pelican Center to indemnify anyone.

XXI. PUBLICITY

Contractor shall not publish any comments or quotes by Pelican Center employees, or include the Pelican Center in either news releases or other public documents, without the prior written approval of the Pelican Center.

XXII. TERMINATION DUE TO UNAVAILABILITY OF FUNDS

Payment and performance obligations under the resulting contract shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be canceled.