REQUEST FOR PROPOSALS
FOR PELICAN CENTER FOR CHILDREN AND FAMILIES
LEGAL REPRESENTATION COORDINATOR

I. PURPOSE

The Pelican Center for Children and Families (the “Center”) invites qualified individuals to submit proposals for providing services as a legal representation coordinator for the Center in the capacity of an independent contractor. Contractor will not be entitled to such benefits as holiday time, vacation time, sick leave, retirement benefits, health benefits or other benefits usually associated with employment. Contractor will be solely responsible for the payment of any federal, state, social security, Medicare, local or other applicable taxes.

II. SUBMISSION OF PROPOSALS

One (1) original and 2 paper copies of each proposal must be received, either by hand delivery or by certified mail, no later than 4:00pm (CST), Monday, September 16, 2019, at the following address:

Attn: Ms. Kären Hallstrom
Vice President
Pelican Center Board of Directors
1615 Poydras St., Suite 1000
New Orleans, Louisiana 70112

One (1) PDF version of the proposal must be sent by email to michelle.gros@pelicancenter.org, no later than 4:00pm (CST), Monday, September 16, 2019.

Any questions relative to this request for proposals (“RFP”) should be directed to Kären Hallstrom, Board Vice President. Ms. Hallstrom may be reached via telephone at (504) 452-5240 or via e-mail at khallstrom2017@gmail.com. All communications regarding the RFP shall be directed to Ms. Hallstrom.

The Center specifically reserves the right to reject, in full or in part, all proposals submitted, and/or to cancel this RFP, when such action is in the Center’s best interests. Any contract which may be awarded shall be based upon the proposal which is most advantageous to the Center, costs and other factors considered. The Center will award the proposed contract without regard to race,
color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. All contracts are subject to the availability of funds.

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 30, 2019</td>
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<tr>
<td>Deadline for receipt of questions</td>
<td>Thursday, September 12, 2019</td>
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<tr>
<td>Deadline for receipt of proposals</td>
<td>Monday, September 16, 2019</td>
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<td>Estimated notification date</td>
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IV. BACKGROUND

The Center is a not-for-profit corporation organized under Louisiana law with federal 501(c)(3) status with the following guiding principles:

VISION

The Center envisions a future for the State of Louisiana in which every child has a safe, permanent home, has access to an appropriate education and is healthy in mind and body. The Center will support this vision by aspiring to become a statewide, comprehensive resource to support effective practice among professionals serving children and families through education, research and a commitment to best practice.

MISSION

The Center will foster meaningful, ongoing collaboration among the Louisiana judicial system, the Louisiana Department of Children and Family Services, Louisiana CASA and other child- and family-serving stakeholders that strive to achieve the following global outcomes for children and families:

a. Children are, first and foremost, protected from abuse and neglect.

b. Children are safely maintained in their homes whenever possible and appropriate.

c. Children have permanency and stability in their living situations.

d. The continuity of family relationships and connections is preserved for children.

e. Families have enhanced capacity to provide for their children’s needs.

f. Children receive appropriate services to meet their educational needs.

g. Children receive adequate services to meet their physical and mental health needs.
STRATEGIES

The Center will promote excellence in child welfare practice through documented inter-agency collaboration that is data-driven and needs focused.

The Center will promote excellence in child welfare practice through cross-system policy development.

The Center will promote excellence in child welfare practice through the design, development and delivery of inter-disciplinary training and education programs based on evidence-informed and/or promising practices.

The Center will promote excellence in child welfare practice through the development of shared outcomes, goals and measures and the application of monitoring and evaluation methodologies.

V. SCOPE OF WORK

Proposer must be prepared to serve as Legal Representation Coordinator for the Center to support the Center’s CIP PIP Implementation Coordinator, Special Projects Coordinator and/or the Pelican Center’s Executive Director in achieving the Center’s vision, mission and strategies, including but not limited to the following tasks:

- Serve as the Legal Representation Coordinator for the Center (who administers the Louisiana Court Improvement Program (“CIP”) on behalf of the Louisiana Supreme Court) to support Louisiana’s Child and Family Services Review (“CFSR”) Program Improvement Plan (“PIP”) and the CIP strategic plan in conducting including but not limited to the following tasks:
  - Be responsible for the overall success and timely implementation of all aspects of the Quality Legal Representation strategy of Louisiana’s PIP as well as other key activities related to legal representation the Center has been tasked to lead or participate in as indicated in the PIP;
  - Be responsible for the overall success and timely implementation of legal representation aspects of the CIP strategic plan as assigned;
  - Take direction from and maintain regular communication with the Center’s Executive Director, Special Projects Coordinator, and the CIP PIP Implementation Coordinator;
- Execute and administer the goals, objectives, and key activities of the CIP and PIP strategic plans as assigned including but not limited to:
  - Assist in successfully implementing DCFS’s new family assessment and safety decision-making processes/documents into the court system as well as training legal partners, attorneys, and judges on the model and assessments including assisting in developing trainings and training documents and creating court documents (court
reports, orders, judgements, affidavits, bench cards, etc.) that reinforce sound, reasonable efforts inquiries by judges and attorneys and support timely permanence;

- Assist in establishing and implementing a high-quality multidisciplinary parent representation model (parent attorney, parent partner, and social worker) across Louisiana, including identification of parents, referral processes, advocacy, engagement, investigations, discovery, sufficient court preparation, out of court advocacy, handling ancillary legal matters, assessing service needs and connecting to services, conflict attorney issues, etc., based on the local organizational structure, judicial and agency leadership, available parent representation, percentage of families eligible for Title IV-E funds, available funding for the program, and other factors;

- Assist in selecting a court or courts to pilot implementation of the high-quality multidisciplinary parent representation model in one or more of the pilot parishes identified in the PIP (based on organizational structure, judicial and agency leadership, sufficient legal counsel, current timeliness, and percentage of families eligible for Title IV-E funds), explore funding opportunities to implement the program in the identified pilot court/s, create a budget for the program, and implement the program;

- Identify and implement collateral supports (social worker, investigator, parent partner, etc.) in the pilot court/s for parent attorneys to access;

- Assist in amending the Title IV-E State Plan to claim federal funding for the parent and children attorney fees in child protective proceedings, if necessary;

- Assist in creating a Memoranda of Understanding (MOUs) between DCFS and relevant entities to allow for Title IV-E reimbursement for legal representation as well as implementation of the process;

- Propose and draft policy, court rules, and law changes to align with DCFS policy, practice, and process changes;

- Develop a pre-removal manual showing the process to prevent children from entering foster care;

- Develop a post-removal manual showing the process to achieve timely permanency of children placed in foster care;

- Ensure that all available legal options to manage safety are used consistently by attorneys and judges to prevent children from entering foster care, and, develop a workgroup to assist with clarifying any available options and ensuring a common understanding among DCFS staff and legal stakeholders;

- Schedule, organize, and facilitate meetings, teleconferences, zoom meetings, webinars, workgroups, and committees to successfully implement strategies;

- Research and assist with the creation of training curricula, information memoranda and best practices bulletins;

- Develop a legal services network and/or program that provides a way for vulnerable families to access legal services that prevent removal of a child or placement into foster care;
• Participate in meetings of the Pelican Center and such meetings as required to execute and administer the legal representation strategy;

• Establish and maintain effective working relationships with juvenile judges, court personnel, attorneys, professionals, state and federal child welfare stakeholders and partners and local government officials to further the vision and mission of the Center;

• Facilitate partnerships, collaborations, processes, meetings, and communications between the judiciary, DCFS, identified partnering agencies, and other community partners as identified to successfully plan, implement, and evaluate the legal representation strategies on the federal, state, and parish levels, including cooperative agreements and Memorandum’s of Understanding to enhance collaboration;

• Collect, manage, and share reports, budgets, evaluations, data, etc. as required by the PIP and the CIP strategic plan;

• Produce presentations and materials as required for the successful implementation of the legal representation strategy;

• Research and write grants as needed to fund the implementation of the legal representation strategy;

• Provide a detailed monthly time sheet report to the Center and such other reports as may be directed by the Executive Director;

• Coordinate and lead other special projects as assigned by the Center’s Executive Director or Special Projects Coordinator and the CIP PIP Implementation Coordinator; and,

Proposer must be willing and able to travel statewide occasionally and devote an average of 40 hours per week to performing these services.

VI. CONTENTS OF THE PROPOSAL

One (1) original and 2 paper copies of each proposal must be provided.

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 as well as how the proposer meets the following qualifications:

- A graduate degree in law, with preference given to a Juris Doctor, with knowledge related to child welfare and/or the juvenile court system.
- Knowledge of federal and state child welfare law, including the provisions of the Louisiana Children’s Code relative to child protection.
- Knowledge of the principles and practice of grant writing, report writing, and/or professional writing.
- Experience with drafting contracts, legislation, and/or policies.
- Knowledge of continuous quality improvement principles and the ability to draft queries, obtain and analyze data from a variety of sources.
- Understanding of the value of multi-disciplinary collaboration and group leadership, management and facilitation.
- Knowledge of strategic planning for short-, mid- and long-term goals and methodologies for monitoring success.
- Proficient in Microsoft Word, Microsoft Excel, and Microsoft PowerPoint.

2. **Proposer’s References and Writing Samples**

Provide at least two references and two samples of writing. The Proposer’s references shall include, but are not limited to, the following:

- Name
- Address
- Telephone number
- Email address
- Letters of reference (if available)

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

VII. **EVALUATION CRITERIA**

The 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 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 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 Center may elect to consider only your unrevised initial proposal. The Center may also elect to conduct negotiations, beginning with the highest ranked proposer, or seek best and final offers. If negotiations are conducted, the Center may elect to disregard the negotiations and accept your original proposal.

IX. TERM OF INITIAL AGREEMENT

Proposer should be prepared to start no later than October 3, 2019. Any contract to be awarded is expected to be for a one-year period ending September 30, 2020.

X. PUBLIC NATURE OF PROPOSAL AND PROSPECTIVE CONTRACT

All proposals submitted in response to this RFP, 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 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, identify the specific data or other materials to be protected and 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 for Children and Families 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:

- Reflect the same pagination as the original, and
- 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 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 Center harmless against all actions or court proceedings that may ensue (including attorney’s fees), which seek to order the Center to disclose the information. If the owner of the asserted data refuses to indemnify and hold the Center harmless, the Center may disclose the information.

**XII. CENTER DISCRETION**

The 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 Center’s best interests. Any contract which may be awarded shall be based upon the proposal which is most advantageous to the Center and its staff, costs and other factors considered. All contracts are subject to the availability of funds.

**XIII. CHANGES, ADDENDA, WITHDRAWALS**

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

XV. AUDIT OF RECORDS

The State Legislative Auditor or other auditors so designated by the 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 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 Center to indemnify anyone.

XXI. PUBLICITY

Contractor shall not publish any comments or quotes by Center staff, or include the Center in either news releases or a published list of customers, without the prior written approval of the
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.