

LYCOMING-CLINTON JOINDER BOARD

LEGAL SERVICES

REQUEST FOR PROPOSALS

1. INTRODUCTION

The **Lycoming-Clinton Joinder Board, (hereinafter referred to as LCJB)** is requesting proposals from interested attorneys to represent the Lycoming-Clinton Joinder Board, the Lycoming-Clinton HealthChoices Program, the Lycoming-Clinton Mental Health/Mental Retardation Program, and Lycoming Children and Youth Services pertaining to the administration and management and other legal representation as defined therein

2. BACKGROUND

As a result of regulations and guidelines distributed by:

- Office of Mental Health and Substance Abuse and the Office of Mental Retardation Mental Health/Mental Retardation Act of 1966, as amended, (50 P.S. ``4101-4704") Mental Health Procedures Act of 1976, as amended,(50 P.S. ``7101-7116")
- Office of Children, Youth & Families
Juvenile Act, as amended, (42 Pa CSA Section 6301, et.seq)
Child Protective Services Law, as amended, (23 Pa CSA Section 6301, et seq.)
- Department of Public Welfare
- Centers for Medicaid and Medicare Services;

the Joinder Board requires legal counsel to assure provisions of these guidelines and regulations will meet compliance standards. The Joinder Board further operates as a non-profit 501©3 and is in need of legal representation related to their organizational structure, corporate compliance, applicable tax law provisions and personnel management.

3. SCOPE OF WORK

- 3.1 Attorney shall work for **LCJB** in the capacity of providing Legal Services as an independent contractor and not as an employee of **LCJB** for any purpose.
- 3.2 Attorney shall perform such professional legal services as described in the attached Work Statement and agreed upon by **LCJB** and Attorney.

4. QUALIFICATIONS

- 4.1 Must be a member of the Pennsylvania Bar.

- 4.2 Admitted to practice before the Pennsylvania Supreme Court, United States Federal District Court and Third Circuit Court of Appeals .
- 4.3 Certify that there is no existing or anticipated conflict of interest with the Counties of Lycoming and Clinton and the Joinder Board.

5. PROPOSAL PROCEDURE

- 5.1 Question Deadline: The deadline for any questions related to this RFP is no later than 12:00 noon on December 14, 2009. Questions regarding this proposal may be directed, in writing, to:

Deborah M. Duffy, MH/MR Administrator/Joinder Board Secretary
Sharwell Building
200 East Street
Williamsport, PA 17701

Please note: you may send your questions via e-mail to :

dduffy@joinder.org

- 5.2 If it is deemed necessary to respond to questions submitted, responses will be forwarded to all potential proposers.
- 5.3 Proposals: Five (5) copies of the proposals are due to the Lycoming-Clinton Joinder Board, Sharwell Building, 200 East Street, Williamsport, PA 17701 no later than 4:00 p.m., prevailing time, on the 18th day of January, 2010.

Proposers are requested to clearly mark on the outside of the package the words: **“Proposal for Legal Services.”**
- 5.4 LCJB will not be liable for any direct or indirect costs that any proposing firm may incur in the preparation or production of a response to this RFP. Costs for developing proposals are entirely the responsibility of the Bidders and shall not be chargeable to LCJB.
- 5.5 The contents of the proposal and any clarification thereto submitted by the successful Bidder shall become part of the contractual obligation and incorporated by reference into the ensuing contract.
- 5.6 Services not specifically mentioned in this RFP, but are necessary to provide the functional capabilities described by the bidder, shall be included in the proposal.

6. REQUIRED FORMAT AND CONTENTS OF PROPOSAL

Proposals must contain the following information in the format and order set forth below and can be combined or separate for “Part I – Joinder Legal Services and “Part II – Mental Health/Mental Retardation Legal Services, and Part III Lycoming Children & Youth Legal

Services.” Cost portion must be shown separately for each Part. Bidders are welcome to submit a proposal for all three parts, one part only or any combination.

6.1 Cover Letter

Respondents must include a cover letter transmitting the proposal to the LCJB, signed by an official authorized to contract for the firm. The letter must contain the name, title, address, telephone number, and e-mail address of the firm’s contact person for the Proposal. The letter shall contain a statement that the respondent understands and agrees with the scope of work and accepts all other requirements and terms and conditions of the RFP.

6.2 Qualifications and Experience

6.2.1 State your acknowledgement of and ability to provide the LCJB with all required services as they relate to this RFP.

6.2.2 List your qualifications and experience and provide any information regarding previous assignments which were similar.

6.2.3 Demonstrate your ability to provide qualified back-up coverage in the event of sickness, vacation or other absence.

6.2.4 Provide any other relevant information, which you believe uniquely, qualifies you for this project.

6.3 Costs Associated With Performance of Services

Provide all costs associated with the performance of services for 3 one (1) year periods beginning 7/1/2010 to 6/30/2013 (7/1/2010 to 6/30/2011; 7/1/2011 to 6/30/2012; and 7/1/2012 to 6/30/2013). The provision of services during the current state Fiscal Year (7/1/09 to 6/30/10 may be also be negotiated as part of this process.

6.4 All cost estimates provided in the Proposal will be considered final for the purpose of the evaluation process.

Bidders are responsible for including all costs and shall use their prior experience to ensure that all costs (including costs for all items not specifically identified in the RFP) are included. The proposed cost estimates submitted in the proposal will be binding on Bidders and available for the LCJB to accept as proposed.

Pricing, as proposed, must remain firm for the life of the Contract according to the terms as stated within these documents.

6.5 Your proposal/fee should clearly identify each of the following:

6.5.1 The job title or classification and hourly rate of all individuals to be utilized in the engagement based upon his/her area of legal expertise.

- 6.5.2 Each Part must be submitted as a separate proposal. Each candidate has the option of applying for all three Parts or one or more by itself.
- 6.5.3 Submit all hourly rates and/or monthly retainer (including number of hours proposed) and job title for services. The LCJB reserves the right to establish a cap on the annual contract amount.

7. AGREEMENT

- 7.1 As a result of review and evaluation of any proposals received in response to this RFP and any other information which may be obtained by the LCJB, the LCJB may prepare and offer an Agreement.
- 7.2 The LCJB reserves the sole right to award one (1), two (2) or three (3) Agreements as deemed proper and/or necessary. Separate Agreements shall be associated with each Part of this RFP. The Agreement will incorporate, in order of precedence, the following:
 - 7.2.1 The attached Draft Agreement form, which will briefly state the purpose of the Agreement, contains the final fee structure and any refinements agreed to in the Scope of Services.
 - 7.2.2 This RFP.
 - 7.2.3 Any pertinent portions of the Proposal submitted by Attorney.
- 7.3 If Attorney and LCJB are unable to arrive promptly at a completed agreement, within an acceptable period of time as determined by the LCJB in its sole discretion and after the initial offer to Attorney, the LCJB reserves the right to rescind the offer at any time.
- 7.4 Upon obtaining a signed agreement from Attorney, the agreement will be submitted to the Joinder Board for their consideration. If approved by the Joinder Board, a fully executed copy of the Agreement shall be forwarded to the successful Attorney.
- 7.5 The LCJB reserves the right to accept or reject any or all proposals in the best interest of the LCJB. The LCJB reserves the right to reissue the RFP.

8. LIQUIDATED DAMAGES

- 8.1 If the contractor fails to deliver the supplies or perform the services within the time specified in the contract, or any extension, the contractor shall, in place of actual damages, pay to the LCJB as fixed, agreed, and liquidated damages, for each calendar day of delay the sum of \$500.00.

- 8.2 Alternatively, if delivery or performance is so delayed, the LCJB may terminate the contract in whole or in part. In that event, the contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the LCJB may reasonably obtain delivery or performance of similar supplies or services.
- 8.3 The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the contractor.

9. EVALUATION

In determining the qualifications of a law firm, the LCJB will consider the law firm's record in the performance of existing contracts for similar services in which it has entered with other public bodies; and the LCJB specifically and expressly reserves the right to reject the proposal of such law firm if the record discloses that such law firm, in the opinion of the LCJB, has not properly performed such contracts or has otherwise disregarded its obligations to its employees or the public clientele it serves. LCJB may make such investigation as it deems necessary to determine the ability of the law firm to perform the terms of the contract and the law firm shall furnish to LCJB all information for this purpose as the LCJB may request. To assist in this regard the law firm shall initially provide no less than three references of similar clients. LCJB reserves the right to reject any proposal if its investigation of the law firm reveals that, in the opinion of the LCJB, the law firm is not properly qualified to carry out obligations of the contract and complete it as outlined herein.

JOINDER ADMINISTRATION

PART I

LEGAL SERVICES WORK STATEMENT

The Lycoming-Clinton Joinder Board is structured as a non-profit, governmental 501c3 organization with the three (3) Lycoming County Commissioners and the three (3) Clinton County Commissioners serving as the Board of Directors. LCJB staff are employed under the policies and procedures of the State Civil Service Commission.

- Prepare for and attend business meetings of the Lycoming-Clinton Joinder Board, Executive Sessions and planning meetings as needed

Provide expert legal advice and representation on behalf of LCJB in the following areas:

- LCJB By-Laws, intergovernmental agreements, corporation status and any recommended changes to the legal structure of the organization
- Provider contracts for mental health, mental retardation, early intervention, HealthChoices and child welfare related services
- Review of HealthChoices Contracts and Amendments related to the Joinder's role as Primary Contractor with the Department of Public Welfare
- Review of Contracts and Amendments related to the HealthChoices Managed Care Organization (MCO) financial and performance standards
- Business and payroll tax issues
- Worker's Comp. Professional Liability and other insurance matters
- Tax Deferred Annuity Plan and documents
- Personnel and Operating Policies and Procedures
- Interpretation of Civil Service Policies and Procedures
- Represent LCJB at Civil Service appeals and hearings
- Employment Law, Wage & Hour and labor relations
- HIPAA and confidentiality related compliance
- Consultation and Assistance to Agency Administrators to assure compliance with all legal and regulatory procedures and practices
- Joinder wide decisions that have the potential to impact the Commissioners/Counties

MENTAL HEALTH/MENTAL RETARDATION

Part II

LEGAL SERVICES WORK STATEMENT

To provide legal representation on behalf of LCJB in cases of:

- Appeals under the Mental Health Procedures Act before Commonwealth or Federal Courts
- Appeals of any denials of eligibility for Mental Retardation services before the Court of Common Pleas
- Appeals for Fair Hearing on denial, reduction, suspension or termination of Federal and State Funded 2176 Consolidated Waiver, Person Family Directed Support Waiver or Infants, Toddlers and Family Waiver Programs

Other Legal Representation:

- Legal representation at the request and direction of the Administrator of LCJB Mental Health/Mental Retardation or designee in matters of determination of guardianship or competency
- Consultation and assistance to the Judicial Actions Coordinator in order to assure that legal and regulatory procedures and practices are fulfilled, hearings are properly scheduled and legal documents are properly filed and maintained
- Consultation on questions, issues or concerns regarding the implementation of the Mental Health Procedures Act and other matters related to the civil and human rights of individuals with mental illness and/or mental retardation/developmental disabilities.
- At the direction of the MH/MR Administrator or designee, participate in County and/or State sponsored training programs or workshops related to the Mental Health Procedures Act or Fair Hearing procedures.
- Review and provide legal advice and representation related to client/family issues related to the delivery of mental health, mental retardation or early intervention services.

LYCOMING CHILDREN & YOUTH SERVICES

PART III

LEGAL SERVICES WORK STATEMENT

- Court time regarding Children & Youth cases, including preparation and staff consultation

FY 2008-09 Data

	<u>JUDGE</u>	<u>MASTER</u>	<u>TOTAL</u>
TPR	14	0	14
Pre-Perm	0	11	11
Permanency	121	39	160
Case Review	46	3	49
72 Hour Shelter Care	0	1	1
Dependency	36	3	50
TOTAL	217	57	

- Represent the Agency in Appeals of judicial decisions for higher level court consideration
- Administrative and Supervisory consultation on client matters
- At the direction of the LCYS Administrator or designee, participate in County and/or State sponsored training programs or workshops related to child welfare services.
- At the direction of the LCYS Administrator or designee, participate in Roundtable meetings and/or other LCYS initiatives requiring legal representation.
- Review and provide legal advice and representation related to client/family issues concerning the delivery of child welfare services.