**ALLEGHANY – COVINGTON DEPARTMENT OF SOCIAL SERVICES**

**LEGAL SERVICES**

# REQUEST FOR PROPOSALS

RFP Issue Date: June 10, 2022

The County of Alleghany is soliciting proposals for **Agency Attorney for the period of August 1, 2022 – August 1, 2023, with the option to renew the resulting contract for up to** **two (2) additional one-year terms upon mutual agreement of both parties.**

The Alleghany – Covington Department of Social Services (hereafter called “ACDSS”) invites qualified, professional law practitioners (hereafter called the "agency attorney") to submit proposals to perform legal work in representing ACDSS for Child Protective Services, Foster Care, Adoptions, Adult Protective Services-Guardianship/Conservator of Adults, Custody of Children and Other areas, as agreed, in an effective and efficient manner, in accordance with the following specifications:

**Period**

The contract will cover the period of August 1, 2022 – August 1, 2023, with the option to renew the contract as set forth above.

**Scope**

1. Child Protective Services-responsible for handling emergency removals, protective orders for children, child abuse/neglect adjudication, preliminary removals, CHINS petitions, and helps in first level appeals;
2. Foster Care-responsible for initial foster care hearing, foster care review within the mandated time frame of initial, initial permanency hearing within the mandated time frame of review, second permanency planning hearing within the mandated time frame of initial permanency planning hearing, foster care review within the mandated time frame of second permanency planning hearing, review of permanency planning within the mandated time frame for permanent foster care, independent living, or adoption, review within the mandated time frame APPLA (another planned permanent living arrangement), approval of temporary entrustment agreements/non-custodial foster care agreements, and ensure all court orders are entered timely, accurately and completely;
3. Adoptions-approval of permanent entrustment agreements, approval of voluntary termination of residual parental rights, petition and order for involuntary termination of residual parental rights, file order of publications for unknown fathers of adoptive child or if whereabouts of either parent is unknown, petition for adoption in Circuit Court, submit to DSS Director a consent for adoption and file in Circuit Court, prepare for adoption hearing in Circuit Court, finalize adoption order in Circuit Court, and file for birth certificate for adoptive child;
4. Adult Protective Services-Guardianship/Conservator of Adults-guides family through legal/court process, files petitions for appointment of Guardian/Conservator, prepares on behalf of respondent and as petitioner the order to appoint a guardian ad litem (GAL), prepares a notice of motion to the respondent regarding the impending hearing, the appointment of a guardian and conservator and “important rights”, prepares the notice of hearing for the respondent and copied to the Circuit Court, GAL, and guardian/conservator, prepares and finalizes the appointment and court approved guardian/conservator in Circuit Court hearings, and prepares and files protective orders for adults;
5. Custody of Children-files petitions for custody of children, relief of custody of children, and visitation of children, and represents ACDSS during these court hearings;
6. Other-Interprets Virginia Code, federal laws, VDSS policies and regulations, consults individually with ACDSS workers regarding individual cases, provides yearly training to ACDSS workers on court procedures and representation of case material in court hearings, reviews each individual case with worker prior to court hearings, corresponds by mail, -email, or telephone calls to other agencies, opposing counsel, GALs, and court personnel, consults with CPS staff regarding appropriate petition/court process in non-custody CPS cases, assists with CSA issues, as need and when appropriate, represents entire department\* (SNAP, Medicaid, TNAF and LIHEAP) in interpretation of the policy and Virginia law and assist in first level appeals, works with benefits/eligibility staff as appropriate, \*with exception of any long term care Medicaid or Medicaid waivers cases, and works with services staff in any instance of client appeals.
7. Exception-agency attorney does not advise ACDSS with regard to long term are Medicaid or Medicaid waiver cases, claims, applications or appeals.

**Submission Requirements and Deadlines**

ACDSS will accept submissions for consideration until 2:00 P.M. on Monday, July 11, 2022. Submit proposal to [tammy.wilson1@dss.virgini.gov](mailto:tammy.wilson1@dss.virgini.gov)

Each proposal should include the following components:

1. Attorneys background and credentials;

2. Expertise of attorney with providing legal services in a DSS setting;

3. Alternative/additional personnel to be assigned to the agency in the event that the named attorney is unavailable at the time of need;

4. Methodology to approach agency cases;

5. Pricing of work;

6. References from a minimum of three clients familiar with similar work assignments over the past three years.

**Selection Criteria**

After receipt of all timely submitted and qualified proposals, the selection process shall include the following criteria for contract award:

1. Relevant experience and qualifications and the specified employees who will perform the requested services;

2. Prior experience, reputation, and demonstrated understanding of the attorney in the required area of need;

3. Methodology;

4. Price.

One or more Consultants submitting proposals may be requested to participate in a face to face meeting with the Director and/or ACDSS Board to explain their proposed methodology.

**General Contract Terms and Conditions**

A. The General Contract Terms and Conditions shall set forth in the Contract.

B. Award of Contract:

1. ACDSS reserves the right to reject any or all proposals.

2. The successful Offeror shall, within fifteen (15) calendar days after prescribed documents are presented for signature, execute and deliver to ACDSS the contract forms and any other forms or bonds required by the RFP.

3. The contract documents shall be subject to any regulations governed by the law of the Commonwealth of Virginia.

4. Any contract resulting from this RFP is not assignable.

D. Attorney’s Performance:

1. The attorney shall agree and covenant that its agents and employees shall comply with all county, state and federal laws, rules and regulations applicable to the business to be conducted under the contract.

2. The attorney shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.

3. The attorney shall cooperate with ACDSS officials in performing the contract work satisfactorily and in a timely manner.

4. The attorney shall be an independent contractor and shall not be an employee of ACDSS.

E. Employment Discrimination Prohibited.

1. During the performance of this contract, the attorney agrees as follows:

a) The attorney shall not discriminate against any employee or client because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the attorney.

F. Compensation:

1. The attorney shall be required to submit a complete itemized invoice on each delivery or service which they may perform under the Contract.

2. Payment will be rendered to the attorney for satisfactory compliance with the Contract within thirty (30) days after the receipt of the proper invoice.

G. Termination:

1. Failure of the attorney to comply with any section or part of this Contract will be considered grounds for termination of the contract by ACDSS by giving thirty (30) days written notice. In the event ACDSS decides to terminate the Contract for "Breach of Contract" by the attorney, ACDSS will give the attorney the notice period to cure the default.

2. Notwithstanding anything to the contrary contained in the Contract between ACDSS and the attorney, ACDSS may without prejudice to any other rights it may have, terminate the Contract for convenience and without cause, by giving thirty (30) days written notice to the attorney.

3. If the termination clause is used by ACDSS, the attorney will be paid by ACDSS for all scheduled work completed satisfactorily by the attorney up to the termination date set in the written termination notice.