

## Request for Qualifications

### Contract Guardian Ad Litem Title 26

### Request for Qualifications (RFQ) 2019

### Thurston County, Olympia, WA

Thurston County Superior Court Family and Juvenile Court (FJC) is seeking statements of qualifications to enable the selection of a group of individuals to serve as Guardians Ad Litem on the Title 26 GAL Contract. Selected individuals will contract with Thurston County Superior Court to provide professional Family Law Guardian Ad Litem (GAL) services in contested family law matters involving indigent parties following appointment.

Qualified responders may be awarded work through a contract in substantially the sample contract form attached to this RFQ as Attachment A. Under awarded contracts, selected individuals would contract to provide GAL services on assigned cases. The contract will pay a flat-fee of \$825.00 per assigned case. There is no guaranteed minimum number of assigned cases under the contract; there shall be no greater than 5 cases assigned per month to a contractor. The duration of the contract will be one year and may be renewed for up to two (2) additional one-year terms at the sole discretion of the Superior Court.

In all cases assigned by the Court, the GAL is required to represent the best interests of the child for whom the GAL is appointed, maintain independence, conduct herself or himself professionally, avoid conflicts of interest, maintain client confidentiality, conform to ethical standards, and treat all parties with respect. The GAL will be expected to investigate and collect relevant information pertaining to the issues before the Court. The investigation may include interviews, observation, and review of all pertinent documents, including past criminal records. The GAL shall prepare and submit written investigative reports with supporting conclusions and may make recommendations. The GAL shall testify in court as needed. The GAL will not participate in settlement conferences but must be available to attend Court, including trial.

All GAL services are to be performed in a timely manner and shall be performed in accordance with the orders of the Court, court rules, and statutes.

#### **Minimum Qualifications**

- Graduation from High School;
- Successful Completion of Title 26 Guardian Ad Litem Training;
- Pass a background check and in good standing;
- Must have a minimum of two years of practice as GAL/CASA or equivalent work experience.

#### **Preferred Qualifications**

- Specific training related to issues potentially faced by children in dissolution, custody, paternity, and other family law proceedings;
- Specific training or education related to child disability or developmental issues.

## **SELECTION PROCESS**

Court staff will review submitted materials.

The Court may request clarification or additional information regarding qualifications, experience, or contractual matters and may obtain and use information in addition to that submitted, such as reference information from employers, clients or professional contacts.

Based on an evaluation of the statements of qualifications received, the Court will offer a contract to selected individuals. If negotiations with the selected GAL(s) fail for any reason, the services may be obtained from the next highest evaluated GAL

The Court reserves the right to reject any or all Statements of Qualifications and to issue no contracts as a result of this RFQ if such a rejection is in the Court's best interest.

Selected GAL(s) are required to pass a Washington State Patrol Criminal Background check.

## **SELECTION CRITERIA:**

Statements of Qualifications will be evaluated based on demonstrated abilities in the following areas:

- Minimum and Preferred Qualifications, listed above
- Experience and expertise serving as a guardian ad litem and success in performing similar services.
- Experience and expertise conducting investigations and preparing reports.
- Qualifications, experience and expertise in family law.
- Ability to work with clients and commitment and experience in working with individuals with diverse backgrounds, including economically disadvantaged individuals.
- Positive reference and background checks.

## **HOW TO APPLY:**

Interested individuals must submit a Statement of Qualifications that includes the following:

1. Letter of Interest: Not exceeding three pages, summarizing experience, qualifications and reasons for applying. Include: legal name, street address, city, state, zip code, daytime phone number, email address, signature.
2. Resume: Current resume, include all positions past 10 years.

3. Thurston County GAL Application found at <https://www.thurstoncountywa.gov/sc/Pages/gal-26.aspx>
4. Demonstrated Writing Skills: A copy of a solely authored recent writing sample.
5. Reference Information: Please provide the name and contact information for 3 professional references.
6. Proof of Title 26 GAL Registry Completion. A printout or screenshot of your Title 26 GAL Registry Certificate will suffice.
7. Submit completed application packet by 5:00 p.m. on Friday, April 19, 2019 to:

Pam Hartman Beyer, Court Administrator  
Thurston County Superior Court  
2000 Lakeridge Drive SW  
Olympia WA 98502

Applications packets postmarked by Friday, April 19, 2019 will be considered a timely submission.

Submitted materials should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the request.

By submitting a Statement of Qualifications, you are certifying that the information you provide is true and correct, you satisfy all the specifications of this Request for Qualifications, and you can meet all terms and conditions of the attached sample contract (Attachment A).

**Recruitment Contact: Pamela Hartman Beyer (360) 786-5602**

### **NONDISCRIMINATION**

Thurston County is committed to ensuring that all individuals are afforded full opportunity to participate in its services, programs and activities and will not discriminate on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this policy shall be consistent with RCW 49.60.400. Individuals with disabilities who need accommodation with the submission process should contact the ADA Coordinator, Human Resources, at (360) 786-5498 or through Washington Relay: 711 or 800-833-6388.

The County reserves the right to reject any or all qualifications and not issue a contract relating to this request.

**DRAFT PROFESSIONAL SERVICES CONTRACT  
FAMILY LAW GUARDIAN AD LITEM**

**PROFESSIONAL SERVICES CONTRACT  
FAMILY LAW GUARDIAN AD LITEM**

\_\_\_\_\_ - \_\_\_\_\_ **(Contract Dates Here)**

THIS CONTRACT is made and entered into this day by and between THURSTON COUNTY SUPERIOR COURT, hereinafter referred to as SUPERIOR COURT, and \_\_\_\_\_ hereinafter referred to as the CONTRACTOR, referred to as a Family Law Guardian Ad Litem.

In consideration of the terms and conditions contained herein, the parties agree as follows:

**I. Services**

In consideration of the monies to be provided to the CONTRACTOR, the CONTRACTOR agrees to provide professional Family Law Guardian Ad Litem (GAL) services in contested family law matters involving indigent parties following appointment.

The CONTRACTOR represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and/or certification to perform the services set forth in this Contract.

The CONTRACTOR shall perform the following services:

In all cases assigned by the Court, the GAL is required to represent the best interests of the person for whom the GAL is appointed, maintain independence, conduct herself or himself professionally, avoid conflicts of interest, maintain client confidentiality, conform to ethical standards, and treat all parties with respect. Investigate and collect relevant information pertaining to the issues before the Court. The investigation may include interviews, observation, and review of all pertinent documents, including past criminal records. The GAL shall prepare and submit written investigative reports with supporting conclusions and may make recommendations. The GAL shall testify as needed. The GAL will not participate in settlement conferences but must be available to attend Court, including trial.

All GAL services are to be performed in a timely manner and shall be performed in accordance with the orders of the Court, court rules, and statutes.

The CONTRACTOR shall provide its own workspace, labor and materials, unless otherwise provided for in the Contract. No material, labor, or facilities will be furnished by the COUNTY.

The CONTRACTOR shall attend appropriate training as directed by the SUPERIOR COURT, which training the Court will pay for.

## **II. Duration of Contract**

The CONTRACTOR shall provide the services under this Contract between \_\_\_\_\_ through \_\_\_\_\_ .

## **III. Payment**

As consideration, SUPERIOR COURT shall pay the CONTRACTOR the sum of **\$825.00 per case within 30 days of assignment and receipt of an accurate invoice.**

. It is the responsibility of the contractor to remit an accurate invoice to ensure payment by the end of the month. This is an intentional deviation by SUPERIOR COURT from its standard practice of payment on completion of services. It is the responsibility of the contractor to remit an accurate invoice no later than the first Friday in the month, to ensure payment by the end of the month. There shall be no greater than 5 cases per month. Superior Court does not guarantee a minimum number of assigned cases. This is a Contract position and is not eligible for the County's benefits package. This Contract does not include any additional remuneration for cases pending at the end of the Contract term without approval of the Court and the Contract requires the Contractor to file a complete report to the Court for the appointments pending at the end of the Contract period. The check shall be mailed no later than last working day of each month upon receipt of a timely and correct invoice, unless other arrangements are agreed upon by the parties.

The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in this section, and the CONTRACTOR is not entitled to any County benefits, including, but not limited to vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Thurston County employees.

## **IV. Accounting and Payment for Contractor Services**

Payment to the CONTRACTOR for the services rendered under this Contract shall be based upon information provided by the CONTRACTOR supported by

appropriate documentation as required. In the event the CONTRACTOR cannot be present for a hearing, he/she shall arrange for coverage without further cost to the Court, or advise the Court in advance of the hearing.

#### **V. Independent Contractor**

The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor in accordance with the applicable IRS regulations. It shall be the responsibility of the CONTRACTOR to make the necessary estimated tax payments throughout the year, if any, and the CONTRACTOR shall be solely liable for any tax obligation arising from the independent CONTRACTOR'S performance of this Personal Services Contract. The CONTRACTOR hereby agrees to indemnify SUPERIOR COURT and Thurston County against any demand to pay taxes from the CONTRACTOR'S failure to pay taxes on compensation earned pursuant to this Contract.

#### **VI. Hold Harmless**

All services performed under this Contract shall be performed entirely at the CONTRACTOR'S own risk and the CONTRACTOR expressly agrees to hold harmless and indemnify Thurston County, SUPERIOR COURT and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage, including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damage to any and all persons, property, costs, or judgments against Thurston County or SUPERIOR COURT which result from, arise out of, or are in any way connected with the services to be performed by the CONTRACTOR under this Contract.

In any and all claims against the COUNTY, its officers, officials, employees or agents by the CONTRACTOR or any of its employees, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Worker's Compensation acts, disability benefits acts, or other employee benefits acts. It is agreed and understood by the parties hereto that the CONTRACTOR, expressly waives any immunity the CONTRACTOR might have had under Title 51 RCW. **By executing the Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties.**

#### **VII. Compliance with Laws / Nondiscrimination**

The CONTRACTOR agrees to comply with all applicable local, state and federal laws, rules, regulations, and ordinances and shall not discriminate in delivery of services or other activities on grounds of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation, or the presence of any sensory, mental or physical disability.

### **VIII. Safeguarding Personal Information**

a. Personal information collected, used or acquired in connection with this Contract shall be used solely for the purposes of this Contract. The CONTRACTOR agrees not to release, divulge, publish, transfer, sell or otherwise make known personal information without the express written consent of the entity or as provided by law.

b. The CONTRACTOR agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information. The COUNTY reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the CONTRACTOR through this Contract. To the extent required by law, the CONTRACTOR shall certify the return or destruction of all personal information upon expiration of this Contract.

c. Any breach of this Section may result in termination of the Contract and the demand for return of all records in connection with this Contract. The CONTRACTOR agrees to indemnify and hold harmless the COUNTY for any damages related to the CONTRACTOR'S unauthorized use or disclosure of personal information.

d. The provisions of this Section shall be included in any CONTRACTOR'S subcontract(s) relating to the services provide under this Contract.

e. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver's license numbers, other identifying numbers, and any financial identifiers. Personal Information includes "Protected Health Information" as set forth in 45 CFR § 160.103 as currently drafted and subsequently amended or revised and other information that may be exempt from disclosure to the public or other unauthorized persons under either Chapters 42.56, 70.02, 70.24, 70.96A and 71.05, 42 CFR Part 2, and other federal and state statutes and regulations governing confidentiality or disclosure.



## **IX. Insurance**

a. Professional Legal Liability: The CONTRACTOR, if he is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than \$1 million per loss.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.

b. Workers' Compensation (Industrial Insurance): The CONTRACTOR shall maintain workers' compensation insurance as required by Title 51 RCW, and shall provide evidence of coverage to the Thurston County Risk Management Division.

The CONTRACTOR shall send to Thurston County at the end of each quarter written verification that premium has been paid to the Washington State Department of Labor and Industries for Industrial Insurance coverage. Alternatively, the CONTRACTOR shall provide certification of approval by the Washington State Department of Labor and Industries if self-insured for Workers Compensation.

c. Commercial General Liability: The CONTRACTOR shall maintain Commercial General Liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than \$1 million per loss. The general aggregate limit shall apply separately to this Contract and be no less than \$1 million.

- i. The CONTRACTOR shall provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.
- ii. The CONTRACTOR'S Commercial General Liability insurance shall include the COUNTY, its officers, officials, employees and agents as additional insureds with respect to performance of services, and shall

contain no special limitations on the scope of protection afforded to the COUNTY as additional insured.

- iii. The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. An acceptable form of evidence is the endorsement pages of the policy showing the COUNTY as an additional insured.
- iv. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period.
- v. If the Contract is over \$50,000 then the CONTRACTOR shall also maintain Employers Liability Coverage with a limit of not less than \$1 million.

d. Automobile Liability: Is not required under this contract. The CONTRACTOR cannot provide transportation for clients or parties and doing so will be considered outside the scope of services under this contract.

Travel to and from any location where contractor will perform services is considered to be commuting and is explicitly excluded from this contract. The Contractor's services performed under this contract do not include transporting clients or any other persons, and Contractor is not to transport any person for whom Contractor is providing GAL services under this contract in Contractor's vehicle.

e. Other Insurance Provisions:

- i. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
- ii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- iii. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- iv. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- v. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- vi. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

f. Verification of Coverage and Acceptability of Insurers: The CONTRACTOR shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

- i. Certificates of Insurance shall show the Certificate Holder as Thurston County and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.
- ii. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Attn: Risk Analyst  
Human Resources  
2000 Lakeridge Drive S.W.  
Olympia, Washington 98502

- iii. The CONTRACTOR shall furnish the COUNTY with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled or

allowed to expire except on thirty (30) days prior written notice to the COUNTY.

- iv. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Division.

### **X. Conflicts**

The parties recognize that the assignment of a case to the CONTRACTOR may, in good faith, be determined to be a conflict for the CONTRACTOR. Therefore, the parties agree that when such a good faith determination is made by the CONTRACTOR, the CONTRACTOR shall give notice to the SUPERIOR COURT and an alternative Guardian ad Litem shall be provided for the person in need of services by the SUPERIOR COURT with the replacement attorney to be contacted by the CONTRACTOR. In the event of a conflict, no payment will be made to the CONTRACTOR for the reassigned case.

### **XI. Termination**

The SUPERIOR COURT may terminate this Contract in whole or in part whenever the SUPERIOR COURT determines in its sole discretion that such termination is in the best interests of the SUPERIOR COURT. The SUPERIOR COURT may terminate this Contract upon giving thirty (30) days written notice to the CONTRACTOR. In that event, the SUPERIOR COURT shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice.

In the event that funding for this Contract is withdrawn, reduced or limited in any way after the effective date of this Contract, the SUPERIOR COURT may summarily terminate this Contract notwithstanding any other termination provision of the Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the SUPERIOR COURT to the CONTRACTOR. After the effective termination date, no charges incurred under this Contract are allowable. Payments for outstanding costs will be made by the SUPERIOR COURT upon approval of a final statement of costs.

The CONTRACTOR may terminate this Contract, for good cause, upon giving thirty (30) days written notice to the SUPERIOR COURT. The SUPERIOR COURT will determine what constitutes good cause.

## **XII. Assignment, Delegation, and Subcontracting**

The obligation and duties of the CONTRACTOR under this Contract shall not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the SUPERIOR COURT. The CONTRACTOR shall perform the terms of the Contract using only its bona fide employees or agents.

The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership or firm, other than a bona fide employee working exclusively for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

## **XIII. Scheduling**

The parties agree to work cooperatively in the scheduling of appearances by the CONTRACTOR in order to enhance the efficiency of the judicial system. The schedule of court hearings is subject to change during the year and flexibility is of the utmost importance.

## **XIV. Records and Inspections**

The CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Contract. SUPERIOR COURT shall have free access at all proper times to such records, and the right to examine and audit the same and to make copies, and to inspect all program data and documents. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

## **XV. Modifications**

Either party may request changes in scope of services or performance standards. Any and all modifications, including extension of the Contract, shall be mutually agreed upon and incorporated by written amendments to this Contract as signed by the Presiding Judge of the Family and Juvenile Court or designee and the CONTRACTOR.

## **XVI. Jurisdiction**

This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by the parties that any action taken

on this Contract or any provision thereof, shall be instituted and maintained only in any of the Courts of competent jurisdiction in Thurston County, Washington.

**XVII. Severability**

It is understood and agreed by the parties that if any part, term or provision of the Contract is held by the Courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to invalid.

**XVIII. Entire Contract**

The parties agree this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

CONTRACTOR

THURSTON COUNTY SUPERIOR  
COURT

\_\_\_\_\_

\_\_\_\_\_  
Presiding Judge / Court Administrator  
Thurston County Superior Court

LS:amb