



CENTRAL CONTRACTS AND LEGAL SERVICES (CCLS)

Sole Source Contract Justification

TO:	
CONTRACT NUMBER	TODAY'S DATE 06/17/2024
SELECT CONTRACT SERVICE DESCRIPTION / SUB-OBJECT CODE CZ - Other Pro Serv	

Contractor Information		
CONTRACTOR'S LEGAL NAME Washington State Coalition Against Domestic Violence		TAX IDENTIFICATION (TIN) OR UNIFORM BUSINESS IDENTIFICATION (UBI) NUMBER 601-280-891
ADDRESS 107 Spring St. Seattle, WA 98104		
Contract Purpose		
<p>The purpose of this annual contract with the Washington State Coalition Against Domestic Violence (WSCADV) is for the provision of training, technical assistance, public policy awareness, and statewide domestic violence fatality review activities. Training and technical assistance is primarily provided to community based domestic violence programs that contract with DSHS. This contract aligns with departmental responsibilities outlined in RCW 70.123.030 (8).</p>		
Contract Funding		
FEDERAL FUNDING \$	STATE FUNDING \$810,572	CONTRACT TOTAL \$810,572
Contract Dates		
* Start Date must be more than 10 business days from date of request to CCLS.		
*START DATE 07/15/2024	END DATE 06/30/2025	
AMENDMENT OPTIONS		
<p>If funding is available and at the sole discretion of DSHS and in mutual agreement with the Contractor, this contract may be extended for up to two (2) additional years, in one (1) year intervals, through June 30, 2027.</p>		
Sole Source Definition and Guidelines		
<p><u>What is a sole source contract?</u></p> <p>“Sole source” means a contractor providing goods or services of such a unique nature or sole availability at the location required that the contractor is clearly and justifiably the only practicable source to provide the goods or services. (RCW 39.26.0101)</p> <p>Unique qualifications or services are those which are highly specialized or one-of-a-kind.</p> <p>Other factors which may be considered include past performance, cost-effectiveness (learning curve), and/or follow-up nature of the required goods and/or services. Past performance alone does not provide adequate justification for a sole source contract. Time constraints may be considered as a contributing factor in a sole source justification however will not be on its own sufficient justification.</p> <p><u>Why is a sole source justification required?</u></p> <p>The State of Washington, by law and policy, believes competition is the best strategy to obtain the best value for the goods and services it purchases, and to ensure that all interested vendors have a fair and transparent opportunity to sell goods and services to the state.</p>		

A sole source contract does not benefit from competition. Thus, the state, through RCW 39.26.010, has determined it is important to evaluate whether the conditions, costs and risks related to the proposal of a sole source contract truly outweigh the benefits of a competitive contract.

Sole Source Justification

To expedite CCLS and DES review of this sole source contract, please provide **clear and compelling** answers to the following justification questions.

1. What is the business need or problem that requires this contract?

Community based programs are required by RCW 70.123 and Washington Administrative Code (WAC) 388-61A to meet specific training requirements in order to provide client services and emergency shelter to victims of domestic violence and their dependent children. WSCADV is the primary source of training and technical assistance for programs providing domestic violence victim services in Washington state.

Staff of the Economic Services Administration, Community Services Division (CSD) issue and monitor approximately 120 or more client service contracts for services to victims of domestic violence. RCW 70.123 directs DSHS to provide “resources, ongoing training opportunities, and technical assistance relating to domestic violence for community-based domestic violence programs across the state, including collaboration to develop model policies/protocols ... and opportunities to persons working in the area of domestic violence to exchange information and resources.” The proposed contract with WSCADV incorporates the requirements of RCW 70.123.

2. Describe the unique features, qualifications, abilities or expertise of the contractor proposed for this sole source contract.

The WSCADV is a statewide non-profit membership organization representing approximately 80 community-based domestic violence victim service programs and others working on domestic violence policy, program, education, and prevention issues. Domestic violence victim service agencies that DSHS contracts with are members of the WSCADV. It is one of two statewide coalitions of domestic violence victim service agencies in the State of Washington, and the only organization that provides a comprehensive array of training and technical assistance services to non-profit and public entities in the State. It is sanctioned and funded by the U.S. Department of Health and Human Services (HHS) and the U.S. Department of Justice, Office on Violence Against Women (OVW), as the sole statewide domestic violence coalition in the Washington State. The other statewide coalition is the Washington State Native American Coalition Against Domestic Violence and Sexual Assault, which focuses on providing training and technical assistance to programs operated by Tribes.

WSCADV also participates on a national level in public policy discussions and analyses which, in turn, benefits the development of policy and programs in Washington State. For over ten years it managed a Gates Foundation grant addressing the long-term housing needs of domestic violence victims and with that funding developed service model and research base that is federally recognized and used nationally. WSCADV previously participated in the initial cohort of a national initiative funded by the NOVO Foundation, with domestic violence agencies in Washington State reaping the benefits of this partnership.

For over 25 years, the WSCADV has consistently organized training, education and technical assistance initiatives under contract with DSHS that are extremely effective, topic timely, and cost efficient; this is primarily because it has an abundance of experience organizing such events with

limited resources. The quality of work delivered under previous contracts has been consistently high.

Lastly, the statewide impact of the WSCADV's work is indisputable. It has resulted in positive systemic changes to policy and practice which has raised awareness about domestic violence, its impact, and the quality of services available throughout the State. Training events are well-attended and well-received by participants. Participant evaluations from events are consistently high for both quality and relevance to participants' work.

3. What kind of market research did the agency conduct to conclude that alternative sources were inappropriate or unavailable? Provide a narrative description of the agency's due diligence in determining the basis for the sole source contract, including methods used by the agency to conduct a review of available sources such as researching trade publications, industry newsletters and the internet; contacting similar service providers; and reviewing statewide pricing trends and/or agreements. Include a list of businesses contacted (if you state that no other businesses were contacted, explain why not), date of contact, method of contact (telephone, mail, e-mail, other), and documentation demonstrating an explanation of why those businesses could not or would not, under any circumstances, perform the contract; or an explanation of why the agency has determined that no businesses other than the prospective contractor can perform the contract.

WSCADV is the only statewide organization with experience providing training, technical assistance, and research data on domestic violence fatalities on a scale required by DSHS. DSHS has contracted with the WSCADV for over 25 years to provide this type of work; no other entity exists in the state that can provide the type of work required by the DSHS contract. WSCADV also receives funding from the federal government (Department of Justice, Department of Health and Human Services) to provide activities as a statewide domestic violence coalition - it is the only federally recognized statewide domestic violence coalition in the State of Washington

4. What considerations were given to providing opportunities in this contract for small business, including but not limited to, unbundling the goods and/or services acquired.

The WSCADV is a small business. It is a non-profit 501(c)3 organization with a staff of 18. With respect to "unbundling" the services to be provided by the proposed contract, it would be inefficient and not cost effective for DSHS to engage in multiple procurement processes to bid out the various activities to be undertaken by this contract. Many of the initiatives in the proposed contract are multi-year efforts that incorporate the expertise of several WSCADV staff. Moreover, it is unlikely that there would be any bidders for "unbundled" services that would meet the qualifications required of DSHS to provide the contracted services.

5. Provide a detailed and compelling description that includes qualification of the costs and risks mitigated by contracting with this contractor (i.e., learning curve, follow-up natures)..

DSHS has contracted with the WSCADV for over 25 years to provide this type of work; no other entity exists in the state that can provide the type of work required by the DSHS contract. WSCADV has consistently organized training, education and technical assistance initiatives under contract with DSHS that are extremely cost efficient; this is primarily because they have an abundance of experience organizing such events with limited resources.

The quality of work delivered under previous contracts has been consistently high. The CSD DV Program does not have sufficient FTE to carry out this work. It would be time-consuming, inefficient and not cost effective for DSHS to engage in one or more competitive procurement processes to identify whether other qualified entities exist to provide the proposed services. Many of the initiatives in the proposed contract are multi-year efforts, and the costs associated with

educating a new provider -- assuming one even met the required qualifications -- would be prohibitive because of limited DSHS staff resources. Moreover, introducing a new provider to the multiple programs providing domestic violence advocacy throughout the state would be confusing to providers and create unwarranted chaos both at the state and national level.

Finally, DSHS is the state agency authorized to administer the federal Family Violence Prevention and Services Act (FVPSA) grant from the U.S. HHS. The FVPSA grant requires states to certify they will collaborate with their federally recognized state domestic violence coalition in carrying out the intent and goals of the FVPSA grant. Several of the initiatives in the proposed contract with WSCADV are incorporated in the state's FVPSA grant application, thus making it difficult/impossible for DSHS to deviate from the partnership on these initiatives without putting the state's federal grant at risk.

6. Is the agency proposing this sole source contract because of special circumstances such as confidential investigations, copyright restrictions, etc.? If so, please describe.

Not applicable.

7. Is the agency proposing this sole source contract because of unavoidable, critical time delays or issues that prevented the agency from completing this acquisition using a competitive process? If so, please describe. For example, if time constraints are applicable, identify when the agency was on notice of the need for the goods and/or service, the entity that imposed the constraints, explain the authority of that entity to impose them, and provide the timelines which work must be accomplished.

Not applicable.

8. The agency proposing this sole source contract because of a geographic limitation? If the proposed contractor is the only source available in the geographical area, state the basis for this conclusion and the rationale for limiting the size of the geographical area selected.

Not applicable.

9. What are the consequences of not having this sole source filing approved? Describe in detail the impact to the agency and to services it provides if this sole source filing is **not** approved.

Research shows that domestic violence programs are one of the most supportive and effective resources for victims of domestic violence and their dependent children. In the programs where the research was conducted, advocates were highly trained and assisted victims/survivors across a variety of areas such as safety planning, housing, education, employment, legal assistance, issues for children, and transportation. Victims/survivors who worked with trained advocates experienced less violence over time, reported higher quality of life and social support, and had less difficulty obtaining community resources over time.

The ability to increase a survivor's knowledge of safety planning and community resources has a direct correlation to the quality of services and information they are able to access.

In order for the State of Washington to require that domestic violence advocates meet specific training requirements, those advocates must be able to access and receive accurate, low-cost, and quality training. If the state cannot provide access to training through the contractor, advocates in Department-funded domestic violence programs will have few to no options for receiving the training the Department requires them to have (WAC 388-61A). Consequently, the quality of services will decline; safety of victims will be placed in jeopardy; information victims receive from advocates about community services and safety options will be poor and likely erroneous; and advocates may leave their positions if they are not able to receive the training they need to do the work. That will result in Department-funded domestic violence programs being short-staffed and unable to meet the needs of domestic violence victims. The state will likely see local domestic violence programs reducing their capacity to provide emergency services (or even closing), an increase in incidents of domestic violence, more serious injuries to victims and their dependent children, and an increase in domestic violence fatalities.

The technical assistance the Coalition provides to Department-funded domestic violence programs is, in many cases, critical to the continued survival of a local domestic violence program. If the state cannot provide technical assistance to Department-funded domestic violence programs through the Coalition, the quality of services provided by programs will deteriorate, and program infrastructure will be jeopardized. In addition, local domestic violence programs that are experiencing organizational difficulties could be forced to close, or be closed down by the Department or other funders, if they are unable to address organizational challenges. The Department does not have the staff resources nor the expertise to meet this need.

Without the contract with the Coalition, the state will not be able to meet certain conditions it has agreed to in its annual federal Family Violence Prevention and Services Act. The ESA/Community Services Division does not have the staffing resources nor the expertise to perform these conditions. Eliminating or substantially reducing the proposed contract will leave most of the state's local domestic violence programs without access to the training, technical assistance, and statewide coordination that enhances Washington State's response to domestic violence and increases safety and access to resources for victims/survivors.

10. Since competition was not used as the means for procurement, how did the agency conclude that the costs, fees, or rates negotiated are fair and reasonable? Please make a comparison with comparable contracts, use the results or a market survey, or employ other appropriate means calculated to make such a determination.

In making an assessment of the fair and reasonable costs associated with the services to be provided by this contract, CSD staff has been in negotiation with the WSCADV for the past several months on a draft scope of work and budget. The contract budget is based, to the extent possible, on the actual, or approximate actual costs associated with the specific activities and deliverables. Costs are based on the pro-rated salary of WSCADV employees who will be performing the services required for contract deliverables. The assessment is also based on the knowledge of the DSHS Program Manager for this contract who has extensive experience with developing appropriate cost allocations for services to be provided by the WSCADV and others. The costs associated with the statewide conference and workshop trainers/speakers, incidentals, and administrative support are consistent when compared with the above examples, and are necessary to carry out the activities of this contract. Payment is based on reimbursement of actual expenses incurred.

Confirm Program and Contractor agree that the drafted Contract Amendment document is in final form.

If filing is considered late, obtain your Division Director and Fiscal Approvals.

If the filing is "late" (where the Amendment start date is less than 10 business days from date sent to CCLS for review, approval, and submission to DES), you must also complete and attach the Late Filing Justification form.