



Washington State Department of  
**CHILDREN, YOUTH & FAMILIES**

**SOLE SOURCE FILING JUSTIFICATION**

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| <b>TO:</b>                             |
| <b>CONTRACT #</b><br>2532-60937        |
| <b>TODAY'S DATE:</b>                   |
| <b>CONTRACT SUB OBJECT CODE:</b><br>CZ |
| <b>TIN/UBI NUMBER</b>                  |

|                                |                |
|--------------------------------|----------------|
| <b>CONTRACTOR'S LEGAL NAME</b> | Evident Change |
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| <b>ADDRESS</b> | 520 3 <sup>rd</sup> St. Ste. 205 Oakland, CA 94607 |
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| <b>CONTRACT PURPOSE</b>   |
| <ol style="list-style-type: none"> <li>1. Provide a policy and practice review and a data analysis to examine practice fidelity</li> <li>2. Provide training for facilitators, staff, supervisors, and community partners</li> <li>3. Provide post-training and implementation support</li> <li>4. Provide youth engagement training, coaching, and consultation</li> </ol> |

**FUNDING**

|                           |                  |
|---------------------------|------------------|
| FEDERAL FUNDING \$250,000 | STATE FUNDING \$ |
|---------------------------|------------------|

|                                 |                  |
|---------------------------------|------------------|
| <b>CONTRACT TOTAL \$250,000</b> | OTHER FUNDING \$ |
|---------------------------------|------------------|

**CONTRACT DATES**

|                       |                   |
|-----------------------|-------------------|
| START DATE: 3/17/2025 | End Date: 7/31/25 |
|-----------------------|-------------------|

**SOLE SOURCE CRITERIA**

What is a sole source contract?

"Sole source" means a contractor providing goods or services of such a unique nature or sole availability that the contractor is clearly and justifiably the only practicable source to provide the goods or services. (RCW 39.26.010)

Unique qualifications or services are those which are highly specialized or one-of-a-kind.

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 a sufficient justification.

Why is a sole source justification required?

The State of Washington, by policy and law, 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.

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 forgoing the benefits of a competitive contract.

## SPECIFIC PROBLEM OR NEED

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

The Department of Children, Youth, and Families (DCYF) seeks to contract with Evident Change to update the existing Shared Planning Meeting (SPM) model to ensure consistency across the state in meeting practices and structure.

DCYF is seeking to make statewide system improvements to address concerns brought forth through a class action lawsuit filed by Disability Rights of Washington (DRW) on behalf of a class of children with behavioral health and developmental disabilities who are in the custody and care of Washington State's Child Welfare System. See Class Action complaint: <https://disabilityrightswa.org/wp-content/uploads/2017/10/Complaint-Filed-1.29.21.pdf>

DCYF entered into a settlement agreement with DRW, ordered by U.S. District Court of Western District of Washington at Seattle, on 9/21/22 to better provide for dependent children with behavioral health and developmental disabilities to promptly reunify children with their families and be adequately supported while in out of home care. The D.S. Settlement requires DCYF to *establish a quality assurance process for SPM and FTDM practices and ensure these practices are trauma-informed, culturally responsive, and LGBTQIA+ affirming. In addition, the SPM/FTDM process will fulfill the following five functions:*

- 1. Support and encourage active participation of children and youth, their immediate and extended family members, and other individuals who have trusting relationships with the child and family (collectively the "Family Team") in the SPM/FTDM process, including offering meeting in times and places that are accessible for all members and the Family Team;*
- 2. Educate the Family Team about available services and placement options, including family reconciliation services, evidence-based practices, and System Improvements 4.6 Emerging Adult Housing Program, 4.7 Professional Therapeutic Foster Care and 4.8 Hub Homes;*
- 3. Elicit and value the child or youth's preferences including, but not limited to, where to live, where to go to school, what treatment or services to receive, what supports are needed for safety, and who is involved in their lives;*
- 4. Empower and authorize Family Teams to make and revisit decision about how and where to best support the child or youth's health, safety, stability, cultural socialization, and relationships with family;*
- 5. Provide necessary supports and resources, including those identified in the SPM/FTDM policies and procedures.*

See D.S. Settlement agreement:

[https://www.dcyf.wa.gov/sites/default/files/pdf/DS\\_SettlementAgreement\\_Signed\\_060622.pdf](https://www.dcyf.wa.gov/sites/default/files/pdf/DS_SettlementAgreement_Signed_060622.pdf).

DCYF (then DSHS) implemented Team Decision Making meetings across the state based if the model through Annie E Casey in 2006. Since that time multiple consultants across the state have updated the curricula to meet the needs of their specific region causing model drift and decreasing model fidelity.

**PROVIDING COMPELLING ANSWERS TO THE FOLLOWING QUESTIONS WILL FACILITATE THE EVALUATION**

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

Evident Change bought the model from Annie E Casey that DCYF implemented in 2006 and this continues to be the SPM model that is used by DCYF. Evident Change has the ability to complete a policy and practice review, identify model drift, and provide DCYF with a plan to update the current SPM model and increase model fidelity. This prevents DCYF from having to purchase a new model and build from the ground up. Evident Change is the only Team Decision Making model on the California Evidence-Based Clearinghouse for Child Welfare <https://www.cebc4cw.org>

**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. Use DES' Market Research Template if assistance is needed.**

The California Evidence-Based Clearinghouse for Child Welfare (CEBC) is a tool used to identify evidence-based practices in the child welfare system. Their mission is to advance the effective implementation of evidence-based practices for children and families involved with the child welfare system. They provide guidance on how to make critical decisions regarding selecting and implementing programs. Evident Change is the only SPM model on the CEBC. Other programs researched did not have the same components as Evident Change.

Evident Change is a nonprofit that uses data and research to improve social systems. Their mission is to promote just and equitable social systems for individuals, families, and communities. Their SPM model has been implemented in over a dozen states.

The Team Decision Making™ (TDM) approach began at the Annie E. Casey Foundation more than 25 years ago as a way to ensure consistent, quality, collaborative decision making about where a child can safely live and to bring families and others into the decision-making process. The TDM™ approach has been successfully implemented in more than 20 jurisdictions across the country since 1993. The TDM approach is an evidence-supported family group decision-making model that quickly brings together the important people in a child's life when a safety threat suggests a child may need to be separated from their parents/primary caregivers. The TDM approach has proven, tangible benefits for children when implemented, thanks to an extensive history of program research and evaluation. The TDM approach has been demonstrated repeatedly to be effective if implemented with fidelity, and it is classified under Promising Research Evidence by the California Evidence-Based Clearinghouse for Child Welfare. In 2020, Evident Change (formerly the National Council on Crime and Delinquency) became the sole proprietor of and organization supporting implementation of the TDM approach for initial, placement stability, and permanency TDM meetings. With our extensive relationships in the field, technological knowhow, and portfolio of well-regarded tools and resources, Evident Change is well positioned to support jurisdictions in implementing or refreshing TDM programs. The TDM approach is proprietary to Evident Change and, therefore, Evident Change is the only vendor that develops and supports TDM implementations with fidelity. This includes the evidence-informed implementation steps and facilitator training and coaching. Evident Change is the only organization with the qualifications and expertise necessary to assist in the development and maintenance of customized TDM

models. Because the TDM approach and training curriculum is the intellectual property of Evident Change, no other organization can develop or implement a family group decision-making model and call it “TDM.”

- 4. As part of the market research requirements, include a list of statewide contracts reviewed and/or businesses contacted, 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.**

There are no statewide contracts that have this model. Evident Change is the only organization that has this model. Utilizing a business consultant that the state contracts with would not be a viable option as it would stray from model fidelity. If the TDM model isn't implemented to fidelity it increases risk to the Department as there would be a negative affect on the safety and permanency of children.

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The TDM approach is proprietary to Evident Change and, therefore, Evident Change is the only vendor that develops and supports TDM implementations with fidelity. This includes the evidence-informed implementation steps and facilitator training and coaching. Evident Change is the only organization with the qualifications and expertise necessary to assist in the development and maintenance of customized TDM models. Because the TDM approach and training curriculum is the intellectual property of Evident Change, no other organization can develop or implement a family group decision-making model and call it “TDM.”

- 5. Per the Supplier Diversity Policy, DES-090-06: was this purchase included in the agency's forecasted needs report?**

This purchase was not part of the agency's forecasted needs as the funding came from legislature through the D.S. Settlement.

- 6. Describe what targeted industry outreach was completed to locate small and/or veteran-owned businesses to meet the agency's need?**

There isn't a business in Washinton State that provides a SPM model. There is no evidenced based model in Washington state.

- 7. What considerations were given to unbundling the goods and/or services in this contract, which would provide opportunities for Washington small, diverse, and/or veteran-owned businesses. Provide a summary of your agency's unbundling analysis for this contract.**

Evident Change TDMs is an evidence-based model and must be implemented in whole to ensure model fidelity. Not implementing the model to fidelity could have negative impacts to families and outcomes. Evident Change owns the model and does not allow their product to be unbundled. There is no business in the state that specialized in policy review for shared planning meetings.

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

The legislature specifically dedicated funds to contract with a SPM model provider to serve youth in the settlement class and to meet the requirements of the D.S. Settlement Agreement. Only the proviso funds are utilized for this contract. The maximum consideration is the proviso amount. The contract cannot exceed the maximum of the proviso.

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

DCYF is proposing this sole source contract because of special circumstances. Contracting with Evident Change gives DCYF the opportunity to update the current model rather than purchasing a completely new

model. This will create less upheaval with staff as they will be learning an update to their current practice rather than an entirely new way of running SPMs. Contracting with Evident Change will also allow us to implement the requirement from the D.S. Settlement without negatively impacting model fidelity. Evident Change is the sole holder of this model. This model is also evidenced-based.

**NOT APPLICABLE**

**10. 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.**

As part of the class action lawsuit DCYF has court ordered timelines for updated the SPM and FTDM policies, establish a quality assurance process for SPM/FTDM practices, and provide training to facilitators, staff, supervisors, and the community.

**NOT APPLICABLE**

**11. 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.**

Failing to approve this sole source filing could result in the following consequences:

- DCYF will be out of compliance with the court ordered D.S. Settlement Agreement which could result in fines, additional legal fees, an extended amount of court monitoring and delay in meeting the compliance requirements and exit criteria.
- A delay in stability and permanence for dependent children that are part of the settlement class or at risk of entering the settlement class.
- Continued model drift and inconsistency SPM/FTDM practices across the state
- A breakdown in trust with community agencies, families, youth, caregivers and court if DCYF is unable to follow through with commitments made in the settlement agreement.
- A significant delay in contracting and implementation of training. Completion of the current contract required multiple meetings from both agencies for six months to mitigate barriers due to level of detail needed to align the budget & deliverables, addition of the new proviso funding, and ongoing conversations to ensure both agencies have a shared understanding of the goals, roles, responsibilities and language used in the contract. The first 1-5 months of the contract is the policy and practice review and data analysis. The next phase is policy updates and then training of facilitators, staff, supervisors, and the community. Failure to approve the sole source contract will impact every aspect of implementation moving forward.

## REASONABLENESS OF COST

**12. 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 of a market survey, or employ some other appropriate means calculated to make such a determination.**

The legislature determined the contract amount through the proviso. The contract cannot exceed this amount; less can be spent, but not more. Underspent funds cannot be used for any other services, due to the proviso. There is currently no other program that exists in Washington state that can be used to make a cost comparison and there are no similar contracts in place within DCYF that are comparable.