



SOLE SOURCE FILING JUSTIFICATION

TO: Rick Morgan
CONTRACT # 2232-44310
TODAY'S DATE: 9/1/2022
CONTRACT SUB OBJECT CODE: CZ - Other Pro Serv
TIN/UBI NUMBER

CONTRACTOR'S LEGAL NAME	
Council on Juvenile Justice Administrators	
ADDRESS	
CONTRACT PURPOSE	
Provide national expert best practice consultation for policy, practice, and training revision, development and implementation in order to response to a recent settlement agreement. The expertise is required to advise DCYF JR on how to best respond to situations when a young person in an institution refuses to use a body scanner in lieu of a strip search and is in isolation/confinement.	
FUNDING	
FEDERAL FUNDING \$	STATE FUNDING \$56,644
CONTRACT TOTAL \$56,664	OTHER FUNDING \$
CONTRACT DATES	
START DATE: 10/10/2022	END DATE: 4/1/2023
SOLE SOURCE CRITERIA	
<p><u>What is a sole source contract?</u> <i>"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 39.26.010)</i></p> <p><i>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 however will not be on its own a sufficient justification.</i></p> <p><u>Why is a sole source justification required?</u> <i>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.</i></p> <p><i>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 for going the benefits of a competitive contract.</i></p>	

SPECIFIC PROBLEM OR NEED

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

JR recently settled the Rogers lawsuit regarding how restraint and isolation is used following a refusal to strip search after indication that a young person has contraband on or in their body. The settlement agreement calls for JR to work with a qualified, nationally recognized juvenile corrections expert to develop and implement a policy, including updates to practice and training, within 270 days, regarding this highly specialized topic. JR plans to contract with the Council of Juvenile Justice Administrators for its Executive Director Michael Dempsey and three other CJJA staff to provide this expert consultation. Together, these four individuals have over 100 years of juvenile justice experience.

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.

The Council of Juvenile Justice Administrators (CJJA) has a 28-year history of providing high-quality consulting services to state, local, and federal juvenile justice correctional agencies, with unique access to Juvenile Leaders and policy makers. The four leads for the CJJA contract collectively have nearly 100 years of experience in effective, humane, safe, and progressive juvenile justice facility operations and a deep understanding of the national best practices.

CJJA is uniquely and solely qualified to consult on the design, development, and training needed for the specialized policy Washington State requires at this time, and collectively have an unparalleled level of expertise on national and some international best practices regarding juvenile correctional facility operations. They are the only organization that has the level of combined experience and access to leadership expertise to provide consultation of this nature. JR has been a dues-paying member of CJJA for many years. Currently, all 50 states and many local juvenile justice agencies are represented in the organization. Drawing from this broad knowledge base, CJJA develops best practices recommendations and provides members with training, technical assistance, and mentorship. Many member states also separately contract with CJJA for specific projects like the one at issue here. CJJA uniquely well-positioned to provide specialized consultation to Washington DCYF.

CJJA has been on the forefront of originating strategies that combine practitioner experience with emerging best practice to support juvenile justice reform and related implementation strategies. Their breadth and depth of work along with their access to juvenile justice leaders is unmatched. They have conducted over 150 technical assistance and training events, worked in 50 states specifically through the Department of Justice OJJDP, and they are partners with American Institute for Research, in the Center for Coordinated Assistance to States. This experience has shaped and refined their work and as a result, their juvenile justice reform model is on the cutting edge of emerging and best practices in leadership development and support.

CJJA has successfully executed juvenile justice reform strategies by delivering a dynamic program Technical Assistance to over a dozen states. Agency evaluations from each technical assistance completion have identified the program as being professionally executed, well-organized, and providing a meaningful experience. Moreover, subsequent requests for technical assistance have been expanded to include additional participants as a result of the positive feedback and successful outcomes.

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.

The specific circumstances under which JR seeks consultation require a depth of understanding about specific needs and vulnerabilities related to juvenile correctional facility operations combined with a high level of understanding about adolescent brain development, trauma-informed care, and applying national best practice security principles in the context of those best practices. CJJA singularly provides this combination of consultation on policy and practice for a very sensitive and specific area of practice in juvenile justice operations.

CJJA's partners include the Office of Juvenile Justice and Delinquency Prevention, Performance Based Standards, and Georgetown University's Center for Juvenile Justice Reform and has extensive juvenile justice system contacts in every US state. Combined with these contacts, a key benefit of working with CJJA is that in addition to expertise in cutting edge research, policy and best practice the four primary CJJA leads have expertise in management of juvenile justice facilities and operationalizing policies and procedures.

In our review of the strip search practice when concerns were first raised by plaintiffs, we conducted extensive internet searches and reached out via phone to multiple partners for their recommendations and perspectives. The suggestions and responses were very limited and demonstrated that this topic is one that is at the forefront of a tension in the evolution of best practice for youth in juvenile justice facilities. The evolution and tension in practice is around protecting an individual's right to not be further traumatized via searches and restraints and a facility's responsibility to ensure the safety of that individual from not ingesting contraband that could harm or kill them or hiding contraband that could be very harmful to staff and youth safety. Washington State DCYF JR administrators and young people in JR require the specific expertise, national perspective of emerging best practices, and ability to support the development of new practices at the forefront of this evolution. CJJA is uniquely positioned to do this, with national and international partners in practice, research, and policy.

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

If we do not pursue this contractor and need to identify one through a competitive process, we run two major risks. One is not meeting the terms of the settlement agreement to have these new expert-informed policies, practices, and services in place within 270 days of the agreement being signed. If that occurs, Columbia Legal Services, who represents the plaintiffs, may take us back to court and we will face significantly higher costs from court oversight.

The second major risk is that an RFQ will not result in an entity with a greater foundation of expertise than what we have already identified for what is a relatively specific area of operations and best practices.

5. 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

6. 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

Yes, the Rogers Settlement agreement was signed in King County Superior court on July 5, 2022 date. We have 120 days from signing to establish the expert contract. In the days from the signing, we have had multiple key individuals dealing with COVID and on leave, and have been working with CJJA to establish a scope of work.

7. Is 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

8. 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.*

If we do not have this sole source filing approved, we will run a high degree of risk of not being able to complete the terms of the settlement agreement. Based on Columbia Legal Services history of prior actions in similar situations, we believe we would be taken back to court and potentially end up having a court monitor in place. A court monitor is an external entity which would direct our operations to a significant degree and would be involved many more aspects of our work, resulting in a significant impact on resources and personnel. We believe it is much more prudent and effective to address this at the lowest level possible.

9. 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 scope of this contract is not large, and it requires a high degree of expertise and experience in juvenile corrections operations. The topics and products are tightly interconnected and it does not make sense to pull them apart, nor would it result in identification of contractor with a greater degree of expertise.

REASONABLENESS OF COST

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 comparison with comparable contracts, use the results of a market survey, or employ other appropriate means calculated to make such a determination.*

A standard rate for a consultant with 20 years of experience is \$200/hr. The highest paid CJA consultant has a rate of \$123/hr. The other three individuals with CJA in this contract are at rates of \$76/hr, \$50/hr, and \$46.85/hr. We believe the contractor will be working with us for six months to complete all deliverables. We estimate the lead consultant will require 2.5 days/month, and the other three consultants will provide approximately three days/month to this contract, or a total of 12.5 days / month collectively and which results in about 75 days of consulting total across all four CJA experts. With additional costs for travel* for a site visit and administrative fees, \$56,624 is very reasonable.

*Travel costs are based on a site visit for two of the consultants for a 3-day trip with 2 nights, based on standard travel rates for airfare, lodging, per diem, and car rental.