



Washington State Department of
CHILDREN, YOUTH & FAMILIES

SOLE SOURCE FILING JUSTIFICATION

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| TO: Meilyn Diaz-Jugeat |
| CONTRACT # 2432-56833 |
| TODAY'S DATE: 7/3/2024 |
| CONTRACT SUB OBJECT CODE: CZ - Other Pro Serv |
| TIN/UBI NUMBER |

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| CONTRACTOR'S LEGAL NAME | |
| National Indian Child Welfare Association (NICWA) | |

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| ADDRESS | 5100 S. Macadam Ave., Ste 300 Portland, OR 97239 |
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| CONTRACT PURPOSE |
| To provide culturally specific Positive Indian Parenting train-the-trainer sessions for Washington State Tribal Nations, DCYF staff and other Native Serving Organizations. |

FUNDING

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| FEDERAL FUNDING \$45,000.00 FFTA GRANT | STATE FUNDING \$ |
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|-----------------------------------|------------------|
| CONTRACT TOTAL \$45,000.00 | OTHER FUNDING \$ |
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CONTRACT DATES

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| START DATE: 8/1/2024 | 07/31/2025 |
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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 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)

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.

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 for going the benefits of a competitive contract.

SPECIFIC PROBLEM OR NEED

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

When creating the Department of Children, Youth, and Families (DCYF) in July 2017, the Legislature made its intent clear: “... *to improve service delivery and outcomes, existing services must be restructured into a comprehensive agency dedicated to the safety, development, and well-being of children that emphasizes prevention, early childhood development, and early intervention, and supporting parents to be their children’s first and most important teachers*” (HB 1661, Sec.1). The Legislature further articulated a vision for the Department, specifically that “*Washington State’s children and youth grow up safe and healthy - thriving physically, emotionally and academically, nurtured by family and community.*” In order to fulfill this intent and achieve this vision, DCYF must build and support a broad continuum of services matched to community and family needs and accessible to families across the state.

Additionally, new legislation and recent State Supreme Court decisions significantly impact DCYF’s practice related to removal decisions, keeping families together when safely possible, serving families in their own homes, placing with kin when removal is necessary, and ensuring timely active efforts for Indian families. A robust culturally responsive and relevant service continuum will be critical to DCYF’s ability to serve families as required by these new statutes and court decisions.

In the over 40 years that the Indian Child Welfare Act has been in effect, American Indian/Alaskan Native (AI/AN) children continue to be removed from their homes at an alarming rate and are overrepresented across the United States’ foster care system. To ensure the future of tribal communities, it is imperative that AI/AN children grow up connected to culture and their identity. One method to ensure stability of tribal families and communities is to increase efforts in the implementation of culturally relevant child abuse and neglect prevention programs.

In 2020, the Washington Department of Children Youth and Families conducted a survey across all 29 of the federally recognized tribes located in the State of Washington to better understand what promising/evidence-based child abuse and neglect prevention program interventions they were utilizing to support tribal members who are living in their reservation communities. Results of this survey identified four Tribal programs for review: Positive Indian Parenting, Family Spirit, Healing of the Canoe (Canoe Journey), and Family Circle (Talking Circle or Healing Circle).

Western parenting programs often fail to address the unique challenges faced by American Indian and Alaska Native parents, children, and families, and they neglect the rich tribal traditions and knowledge passed down from generation to generation. Positive Indian Parenting is designed to meet the needs of both Native and non-Native parents, relatives, caregivers, foster parents, and others who strive to be more positive in their approach to parenting. Positive Indian Parenting is implemented within a tribe and/or community serving American Indian and Alaska Native people. Participants may enroll voluntarily or be mandated to participate. The Positive Indian Parent training for facilitators is intended for tribal child welfare workers and other personnel who work with AI/AN children and families. Positive Indian Parenting

offers participants a structured exploration of traditional American Indian and Alaska Native values concerning parenting and helps participants apply those values in a modern setting. The training workshop for facilitators aims to prepare tribal child welfare personnel to successfully implement the Positive Indian Parenting curriculum in their tribes. Facilitators of Positive Indian Parenting must be trained and certified by the National Indian Child Welfare Association. Interested facilitators are required to participate in a three-day workshop that focuses on how to successfully adapt and implement the Positive Indian Parenting curriculum. Those who complete the workshop are then qualified to deliver the curriculum directly to clients, or to train child welfare personnel within their tribe to facilitate. During the workshop, a lead trainer helps facilitators to think about how to adapt the Positive Indian Parenting curriculum to their tribe's culture and needs. Positive Indian Parenting is designed to be offered in a group setting or to individual families through in-home delivery.

To assist in the expansion of culturally responsive service availability for native families and understanding that Positive Indian Parenting is a prevention service the Tribal Nations of Washington State indicate works for local families, DCYF is seeking a contract with the model developers. This contract will consist solely of providing train the trainer sessions for Tribal Nations and Recognized American Indian Organizations and DCYF staff.

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.**

Positive Indian Parenting was developed by NICWA, and as such, NICWA holds the rights as the model developer to train any individuals on the model who wish to deliver the service.

- 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.**

DCYF reviewed the [NICWA website](#), the [ACF prevention services clearinghouse](#), and the commissioned DCYF [study](#) of Tribal focused prevention services. In addition DCYF Office of Tribal Relations has been working diligently with the Tribal National community who continue to express interest in developing capacity to deliver Positive Indian Parenting.

- 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.**

This contractor has a longstanding successful history in delivering this training. As the model developers they understand intimately the fidelity requirements and have been pursuing additional evidence to propel this in-home service across the country. There is no other vendor that can deliver the train the trainer sessions on this specific parenting instruction model.

NICWA is the preeminent national Native organization focused specifically on the tribal capacity to prevent child abuse and neglect. NICWA works in six major, and often overlapping, issue areas: child abuse and neglect, the Indian Child Welfare Act, foster care and adoption, children's mental health, youth engagement, and juvenile justice.

- 5. 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).**

NOT APPLICABLE

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. 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

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.

The consequences would be Washington State Tribal Nations not receiving sponsored train the trainer sessions which would result in a loss of momentum in spreading prevention services to tribal families across the state.

10. 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.

The National Indian Child Welfare Association is the model developer for the Positive Indian Parenting program. As such, they are the only contractor that can supply the Train-the-Trainer trainings for the Positive Indian Parenting program. As the only business that can perform these trainings, DCYF has determined that no businesses other than this prospective contractor can perform this contract.

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

This purchase was not included in the agency's forecasted needs report.

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

This contractor is the original model developer. They have an in-depth understanding of the fidelity requirements and program delivery. No other vendor can provide the train-the-trainer sessions for this specific parenting instruction model. As such, there was not a need to conduct targeted industry outreach with small and/or veteran-owned businesses to meet this particular need of the agency.

13. 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).

NICWA has provided an estimate of \$41,625 for delivering three Train-the-trainer Positive Indian Parenting sessions. This cost includes travel fees, training fees, curriculum costs, and postage for delivering two virtual and one in-person training. This is the agency’s second contract with NICWA for this service. During the first contract, the agency closely collaborated with the contractor to ensure the successful delivery of services as per the contract deliverables. For this contract term, the agency will regularly monitor the contract with the contractor to track progress and identify potential issues early in the scheduling and delivery of the training program.

REASONABLENESS OF COST

14. 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 or a market survey, or employ other appropriate means calculated to make such a determination.

The rates quoted by the contractor are reasonable and quoted below:

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| Training Costs: | |
| Training fee (\$3,000/day): | \$33,000 |
| Curriculum (\$75/ estimate of 75 attendees): | \$5,625 |
| Travel fee (1/2 day of daily training fee): | \$3,000 |
| Subtotal: | \$41,625 |