



CENTRAL CONTRACTS AND LEGAL SERVICES (CCLS)

## Sole Source Contract Justification

TO:

CONTRACT NUMBER

TODAY'S DATE

SELECT CONTRACT SERVICE DESCRIPTION / SUB-OBJECT CODE  
**CZ - Other Pro Serv**

### Contractor Information

CONTRACTOR'S LEGAL NAME

**SEIU Healthcare Northwest Benefits Group and Training Partnership**

TAX IDENTIFICATION (TIN) OR UNIFORM  
BUSINESS IDENTIFICATION (UBI) NUMBER  
**602-859-164**

ADDRESS

**215 Columbia St Ste 300  
Seattle, WA 98104**

### Contract Purpose

**RCW 50b.04.070 calls for WA Cares clients to be able to hire spouses and other qualified family members as an Individual Provider or through a home care agency. All caregivers, across employer types, need to be trained according to the requirements outlined in RCW 74.39A and they must be offered union employment benefits, such as retirement and healthcare, if they qualify.**

**The purpose of this contract is to provide startup funds to the Training Partnership so that they may incorporate the WA Cares program into their needed services. The training partnership will need to update their business operations to and train the union caregivers who will be hired by WA Cares clients for personal care starting Jan 2026. The contract is also to provide funds to the Training Partnership to develop and administer a new 21-hour training course to spouses and registered domestic partners of WA Cares clients effective July 2026.**

**And the SEIU 775 Benefits Group division will need to be able to administer appropriate employment benefits to the union caregivers serving WA Cares beneficiaries, should they qualify.**

### Contract Funding

FEDERAL FUNDING  
**\$**

STATE FUNDING  
**\$ 511,700.00**

CONTRACT TOTAL  
**\$511,700.00 - LTSS Trust Acct**

### Contract Dates

**\* Start Date must be more than 15 business days from date of request to CCLS.**

\*START DATE

**08/18/2025**

END DATE

**06/30/2027**

AMENDMENT OPTIONS

**N/A**

### Sole Source Definition and Guidelines

#### 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 39.26.0101)

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 sufficient justification.

Why is a sole source justification required?

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.

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?

**RCW 50b.04.070 calls for WA Cares clients to be able to hire spouses and other qualified family members as an Individual Provider or through a home care agency. All caregivers, across employer types, need to be trained according to the requirements outlined in RCW 74.39A and they must be offered union employment benefits, such as retirement and healthcare, if they qualify.**

**Spouses or domestic partners hired for personal care of WA Cares Clients must take a 21-hour training course.**

**This training must be developed and administered by the Training Partnership for spouses and domestic partners working for CDWA, the state's consumer directed employer or union home care agencies registered with WA Cares.**

**The partnering Benefits Group must be ready to offer these and all other caregiver types serving WA Cares clients, employment benefits such as retirement and healthcare.**

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

**The Training Partnership is the only entity that is authorized to train unionized in-home caregivers. Per RCW 74.39A.360, the Training Partnership was developed and it is housed within the state's caregiver union, SEIU 775, to be the sole trainer of unionized caregivers. SEIU has bargaining agreements with CDWA, the sole employer of individual providers, and several home care agencies in the state.**

**The Training Partnership is already engaged with CDWA and union home care agencies with the appropriate electronic interfaces for efficient and relevant communications regarding caregivers. The benefits group has been administering benefits to qualifying caregivers for many years and with this contract can expand those services to WA Cares caregivers.**

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 agency did not do market research based on the nature of the limitation of having to use the Training Partnership to train long-term care workers hired by CDWA and other union home care agencies based on their collective bargaining agreements.**

4. Per the Supplier Diversity Policy, DES-090-06 and A.P. 13.27: Was this purchase included in the agency's forecasted needs report?

**N/A**

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

**The agency did not do targeted industry outreach based on the nature of the limitation of having to use the Training Partnership to train long-term care workers hired by CDWA and other union home care agencies based on their collective bargaining agreements.**

6. 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.

**This service type is not able to be unbundled as there would not be an effecient way to separate creation of the training and the administration of the training.**

7. 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)..

**Core material that the Training Partnership has spent years researching, surveying and enhancing will be used in the development of the spouse training course.They have already started research on spouse caregivers that they can readily apply. It would cost them less to build a revised training course with existing material, as opposed to a new training entity creating the training possibly from scratch but it could not be administered to the union caregivers.**

8. 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.**

9. 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.**

10. 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.**

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.

If this sole source is not approved, WCF would then be forced into a procurement process to which the Training Partnership/Benefits Group would have to apply and to which no other vendor could contend because the Training Partnership/Benefits Group is the only entity that can train and administer benefits to caregivers associated with the union. This would prove to be costly and time-consuming on the part of the agency and the Training Partnership/Benefits group.

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

The only other contract that could be found with just the Training Partnership was for them to translate all their training courses into several different languages. There was a mandated budget proviso for them to do this work for \$2,000,000.00 over the course of the 23-25 biennium.

The agency attempted through various means to determine the cost for something similar and was unsuccessful in finding anything to compare to.

☐ 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 15 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.**