

CHIEF ADMINISTRATIVE OFFICE
Procurement and Contracts Division

Date Received

NON-COMPETITIVE BID PURCHASE JUSTIFICATION

Required for all sole source acquisitions in excess of \$5,000.00.

This justification document consists of three (3) pages. All information must be provided and all questions must be answered.
Department Head approval is required.

Requesting Department Information



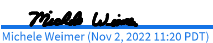
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|---|-----------------------------------|
| Department: Health and Human Services Agency | Index Code: 5110100 |
| Contact Name: Yvette Wencke | Subobject: _____ User Code: _____ |
| Telephone: ext. 6919 | Fax: _____ |

Required Supplier / Vendor Information

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|---|---|
| Vendor / Supplier Name: Shamanic Living Center, dba Recovery in Action | Vendor / Supplier Address: 484 Pleasant Valley Rd #4 |
| Contact Name: Lissa Hill | Diamond Springs, CA 95619 |
| Estimated Purchase Price: \$ 150,000.00 | Vendor / Supplier Email Address: lissa@recoveryinactionedc.org |
| Telephone: (530) 344-7633 | Fax: _____ |

Provide a brief description of the acquisition, including all goods and/or services the vendor/supplier will provide:

Agreement for Services 5989 with Shamanic Living Center, Inc., dba Recovery In Action was executed with Purchasing Agent Authority with a not to exceed amount of \$75,819 for the term of 11/08/21 through 10/31/24. Due to the demand for HHSA Child Welfare Services substance use testing and outpatient services, Amendment I is necessary to: increase the not to exceed amount of \$75,819 by \$74,181 for a new maximum obligation of \$150,000; to revise the scope of work to include Ethyl Glucuronide (ETG) Testing; and update Article III, Compensation for Services. There are no changes to the term of the Agreement. County Counsel approved on 10/06/22 after negotiations were complete, and the amendment is currently scheduled for the 11/15/22 Board Agenda (22-1548) to meet the demand for services and operational requirements.

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|-------------------|--|------------|---|
| Department Head: |  <small>Evelyn Sommer (Nov 2, 2022 11:18 PDT)</small> | 11/02/2022 |  <small>LG</small> |
| | Signature | | |
| Purchasing Agent: |  <small>Michele Welmer (Nov 2, 2022 11:20 PDT)</small> | 11/02/2022 | |
| | Signature | | |

| | |
|-----------------------|--------------------|
| Board of Supervisors: | Buyer Assignment: |
| Date: _____ | Assigned To: _____ |
| Item: _____ | Date: _____ |

A. The good/service requested is restricted to one supplier for the reason stated below:

1. Why is the acquisition restricted to this goods/services supplier? (Explain why the acquisition cannot be competitively bid. Explain if this is an emergency purchase or how the supplier is the only source for the acquisition.)

Recovery in Action is currently the only active local Contractor for Child Welfare Services (CWS) drug-testing and outpatient services on the Western Slope. This amendment adds additional funding to the agreement to prevent a break in available client services. The potential loss of funding to the County if services were to discontinue and the impact to Child Welfare Services, would outweigh any benefit from completing a competitive bidding process at this critical time when we are facing a potential break in services. Competitive solicitation will be engaged prior to the expiration date of the current agreement to maintain continuity of operations.

2. Provide the background of events leading to this acquisition.

This is an amendment to the existing Agreement for Services 5989 with Shamanic Living Center, Inc., dba Recovery In Action was executed with Purchasing Agent Authority on November 8, 2021 with a not to exceed amount of \$75,819. Due to the current demand for Child Welfare Services substance use assessments and treatment services, primarily related to a temporary lack of a service provider for Drug Medi-Cal Organized Delivery System services, there is currently only \$5,992.75 remaining on this agreement to continue the provision of services for HHS Child Welfare Services clients. Amendment I is necessary to: increase the not-to-exceed amount of \$75,819 by \$74,181 for a new maximum obligation of \$150,000; to revise the scope of work to include Ethyl Glucuronide (ETG) Testing; and to update Article III, Compensation for Services. There are no changes to the term of the Agreement.

3. Describe the uniqueness of the acquisition. (Why was the goods/services supplier chosen?)

This provider was selected, as they are currently the only active local Contractor for Child Welfare Services drug testing and outpatient services on the Western Slope of El Dorado County. This amendment adds additional funding to the agreement to prevent a break in available client services. The potential loss of funding to the County if services were to discontinue and the impact to Child Welfare Services, would outweigh any benefit from completing a competitive bidding process at this time. Competitive solicitation will be engaged prior to the expiration date of the current agreement to maintain continuity of operations.

4. What are the consequences of not purchasing the goods/services or contracting with the proposed supplier?

The consequences of not completing Amendment I to increase the not-to-exceed amount on Agreement 5989, will be that the funding remaining on the agreement will be fully expended and Child Welfare Services will no longer be able to provide drug testing and outpatient services. The court could find a lack of reasonable efforts conducted by the County for family reunification cases, which could result in children remaining in foster care for longer periods, further delaying family reunification. In addition, there could be a negative fiscal impact due the inability to claim federal dollars for those families impacted by the lack of County drug testing and outpatient services.

5. What market research was conducted to substantiate no competition, including evaluation of other items consider? (Provide a narrative of your efforts to identify other similar or appropriate goods/services, including a summary of how the department concluded that such alternatives are either inappropriate or unavailable. The name and addresses of suppliers contacted and the reasons for not considering them must be included OR an explanation of why the survey or effort to identify other goods/services was not performed.)

There was no competitive bidding process required or completed for the vendor with the development of the initial contract, as the initial agreement was under \$100,000 and it was determined that the contractor had specialty skills and qualifications not expressly identified in County classifications are involved in the performance of the work, for the specific purpose of drug testing of urine, hair and nails. This amendment increases the not-to-exceed on the initial agreement to allow for continuity of County services. Competitive solicitation will be engaged prior to the expiration date of the current agreement to maintain continuity of operations.

B. Price Analysis:

1. How was the price offered determined to be fair and reasonable? (Explain what basis was used for comparison and include cost analysis as applicable.)

There was no competitive bidding or cost comparison process required or completed for the initial agreement with the service provider, as the amount of the initial Agreement was below Purchasing Agent signature authority. Recovery in Action is currently the only active local Contractor for Child Welfare Services (CWS) drug-testing and outpatient services on the Western Slope. This amendment adds additional funding to the agreement to prevent a break in available client services. Competitive solicitation will be engaged prior to the expiration date of the current agreement to maintain continuity of operations.

2. Describe any cost savings or avoidance realized (1 time or on-going) by acquiring the goods/services from this supplier.

The cost savings resulting from this agreement, are that the County will remain in compliance with family reunification court orders and will continue to be eligible to claim federal reimbursement for the services provided through this agreement.