

## STATEMENT OF NEED

May 18, 2023

## **General Information and Instructions**

## Teen Adoptive and Guardianship Support (TAGS)

The schedule of events set out herein represents the Division of Family and Children Services' (DFCS) best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the Statement of Need will be publicly posted prior to the closing date. After the close of the Statement of Need, DFCS reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, award, and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of Application	5/18/2023	N/A
Application information meeting	5/24/2023	1p.m. ET
Microsoft Teams meeting Microsoft		
Teams meeting		
Join on your computer or mobile app		
Click here to join the meeting		
Or call in (audio only)		
only)		
<u>+1 470-344-9228, 301845405#</u> United		
States, Atlanta		
Phone Conference ID: 301 845 405#		
Find a local number   Reset PIN		
Learn More   Meeting options		
Deadline for written questions sent via	5/26/2023	5:00 p.m. ET
email to	5/20/2025	5.00 p.m. ∟1
adoptcontract.submit@dhs.ga.gov		
Responses to Written Questions	5/31/2023	5:00 p.m. ET
Proposals Due/Close Date and Time	6/02/2023	5:00 p.m. ET
Proposal Evaluation Completed (on or	3 to 4 Weeks after Closing	N/A
about)	<b>~</b>	
Final Evaluation (on or about)	3 to 4 Weeks after Closing	N/A
Notice of Award [NOA] (on or about)	5 to 6 Weeks after Closing	N/A

### Schedule of Events

#### Submitting Questions

All questions concerning this Statement of Need must be submitted in writing via email to <u>adoptcontract.submit@dhs.ga.gov</u> No questions other than written or questions from the information meeting will be accepted. Only written response will be binding. All suppliers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Suppliers are cautioned that the Division of Family

and Children Services (DFCS) will not entertain late questions or questions submitted by any other method than as directed in this section. All questions about this Statement of Need must be submitted in the following format:

Supplier Name Question #1 Question, Reference to the relevant section of the Statement of Need Question #2 Question, Reference to the relevant section of the Statement of Need

### **Restrictions on Communicating with Staff**

From the issue date of this Statement of Need until the final award is announced (or the Statement of need is officially cancelled), Suppliers are not allowed to communicate for any reason with any DFCS staff except through the individual identified in this Statement of Need as the point of contact. Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. DFCS reserves the right to reject the response of any supplier violating this provision.

### State's Right to Request Additional Information – Supplier's Responsibility

Prior to contract award, DFCS must be assured that the selected Supplier has all the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of DFCS, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, DFCS is unable to assure itself of the Supplier's ability to perform, if awarded, DFCS has the option of requesting from the Supplier any information deemed necessary to determine the Supplier's responsibility. If such information is required, the supplier will be notified and will be permitted approximately seven business days to submit the information requested.

#### Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the Statement of Need will not be considered. Suppliers' responses must be complete in all respects, as required in each section of this Statement of Need.

## State's Right to Amend and/or Cancel the Statement of Need

The State Entity reserves the right to amend this Statement of Need. Any revisions must be made in writing prior to the closing date and time. By submitting a response, the Supplier shall be deemed to have accepted all terms and agreed to all requirements of the Statement of Need (including any revisions/additions made in writing prior to the close of the Statement of Need whether or not such revision occurred prior to the time the supplier submitted its response) unless expressly stated otherwise in the Supplier's response. THEREFORE, EACH SUPPLIER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED STATEMENT OF NEED AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE SUPPLIER'S RESPONSE PRIOR TO THE CLOSE OF THE STATEMENT OF NEED. Suppliers are encouraged to frequently check the Statement of Need for additional information. Finally, DFCS reserves the right to cancel this Statement of Need at any time.

#### **Protest Process**

Suppliers should be aware that this Statement of Need is **not** governed by the Georgia Department of Administrative Services (DOAS) protest process outlined in the Georgia Procurement Manual. Therefore,

Suppliers will not be able to protest any award made pursuant to this Statement of Need to DOAS. Any protest of an award made pursuant to this Statement of Need must be made to the DFCS Adoption Services Director. The protest must be specific as to the nature of the protest. DFCS will not consider any general protest of this Statement of Need process.

Interested suppliers may file a written protest challenging the Department of Family and Children Services (DFCS) compliance with applicable procurement procedures subject to the interested supplier's compliance with the protest provisions. Supplier protest can be filed by sending an email request to adoptcontract.submit@dhs.ga.gov

## Protest Period

Suppliers must submit any protest to the application process no later than 5:00 pm on July 7, 2023. Once the contract has been awarded, the supplier will have 10 business days from the award date to protest.

### Supplier protest must follow the following procedures.

- The name and address of the protestor.
- The email request subject title must be listed as "**Protest**" in the subject line.
- Appropriate identification of the Application solicitation.
- A statement of reasons for the protest.
- Supporting exhibits, evidence, or documents to substantiate the protest. All protests must be properly submitted within the identified filing period.
- The desired remedy.

#### **Standard Insurance Requirements**

If awarded a contract, the Supplier shall procure and maintain insurance that shall protect the Contractor and the Department from any claims for bodily injury, property damage, or personal injury that may arise out of operations under the Contract. The contractor shall procure the insurance policies at its own expense and shall furnish the Department an insurance certificate of the coverage required in this section listing the Department as certificate holder.

In addition, the insurance certificate must provide the name and address of the insured, name, address, telephone number and signature of the authorized agent; the name of the insurance company (licensed to operate in Georgia); a description of the coverage in detailed standard terminology (including policy period and limits of liability); and an acknowledgment that notice of cancellation is required to be given to the Department.

#### What are the different types of insurance?

- > Workers Compensation (WC): provides medical, disability, and rehabilitation benefits to injured employees of the contractor.
- Commercial General Liability (CGL): pays for property damage and bodily injury to others resulting from contractor negligence.
- > **Automobile Liability**: pays for bodily injury or property damage resulting from a motor vehicle accident.
- Professional Liability: provides coverage in the event of loss or damages from providing service and or advice. Also known as E&O coverage.
- > **Umbrella / Excess Liability**: provides limits in excess of an underling liability policies.

The following *recommended minimum* insurance limits apply to vendors doing business with the State of Georgia. The Standard Insurance Limits are recommended for all procurements of goods and ancillary services. The specific requirements for vendors providing high risk services supersede the Standard Insurance Limits. Coverage types and limits are <u>recommended minimums and should be increased as appropriate</u> based on contract value and potential risks to the state.

The supplier is required to maintain the following insurance coverage during the term of the contract:

A. Workers Compensation Insurance in the amounts of:

Bodily injury by Accident – each employee\$ 100,000Bodily injury by Disease – each employee\$ 100,000Bodily Injury by Disease – policy limit\$ 500,000

(A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that Contractor qualifies to pay its own workers compensation claims). Contractor shall require all Subcontractors that are required by statute to hold workers compensation insurance and that occupy the premises or perform work under this Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage.

- B. Commercial General Liability Policy (Occurrence) to include contractual liability. \$1 million per occurrence/\$3-million-dollar aggregate policy limits.
- C. Business Auto Policy (Occurrence) to include but not be limited to liability coverage on any owned, nonowned and hired vehicle used by Contractor or Contractor's personnel in the performance of this Contract. \$1 million per occurrence/\$3-million-dollar aggregate policy limits.
- D. Malpractice/Professional Liability Policy (Claims Based) with EDP, Errors and Omissions Coverage. \$1 million per occurrence/\$3 million aggregate policy limits.
- E. Commercial Umbrella Policy in the amounts of:

Umbrella Liability \$2,000,000

The Contractor's policy containing coverage amounts with higher limits than stated above will satisfy the requirements of this paragraph.

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least ten (10) days prior written notice has been given to the Department. Certificates of Insurance showing such coverage to be in force shall be filed with the Department prior to commencement of any work under this Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to the Department. All such coverage shall remain in full force and effect during the initial term of the Contract and any renewal or extension thereof. At all times, coverage shall be within limits acceptable to the Department.

## **Evaluating Proposal Factors**

The Supplier's response to Proposal Factors will be submitted to the DFCS Evaluation Team for evaluation.

### **Review of Mandatory and Mandatory Scored Questions**

The DFCS Evaluation Team will review each proposal in detail to determine its compliance with mandatory requirements. Responses to "Mandatory" questions will be evaluated on a pass/fail basis. If the Supplier cannot meet the mandatory requirements, its response will not be considered or evaluated. If a proposal fails to meet a mandatory scored Statement of Need requirement, DFCS will determine if the deviation is material. A material deviation will be the cause for rejection of the proposal. An immaterial deviation will be processed as if no deviation had occurred. All proposals which meet the requirements of the "Mandatory" and "Mandatory Scored" Questions are considered "Responsive Proposals" at this point in time and will be scored in accordance with the point allocation in Scoring Criteria.

### **Scoring Criteria**

The evaluation is comprised of the following:

Category	Criteria	Points
Technical/Proposal Factors	Mandatory Requirements	Pass/Fail
Technical/Proposal Factors	Mandatory Scored Responses	500 points
Total	N/A	500 points

#### Selection and Award

DFCS reserves the right to award a contract to a single Supplier or multiple Suppliers.

#### Teen Adoptive and Guardianship Support (TAGS)

#### Section 1 – Introduction

The Georgia Department of Human Services (DHS) is the agency responsible for the delivery of health, human/social and related regulatory services for the state of Georgia. The major service divisions within DHS are, Aging Services, Child Support Services and Family and Children Services. In partnership with local communities, DHS assists individuals and families in achieving safe, healthy, independent, and self-sufficient lives. Many DHS programs have seen record numbers of enrollment in this recent economic downturn. Please refer to DHS website at <a href="http://dhs.georgia.gov">http://dhs.georgia.gov</a> for more information about the Department, its responsibilities/functions and organizational structure etc.

**Section 2 – Background -** The Division of Family and Children Services (DFCS), State Adoption Unit is charged with promoting, developing, and supporting quality adoption and guardianship services for Georgia's children and families. Over the years, the unit has impacted the number of children adopted through; (a) Increased adoptive placements of children who were in the custody of DHS, and (b) Increased collaboration with non-profit and for-profit organizations to serve children and families with adoption services.

The Division of Family and Children Services is committed not only to the placement of children into adoptive families, but also to the preservation and support of families formed through adoption. The Division's commitment is evident with the creation of the Post Adoption and Guardianship Services Unit. The Unit's primary focus is to support families formed through adoption and guardianship through the provision of quality and effective contracted services.

The State Adoption Unit consists of three internal teams. The first team, Regional Adoption Coordinators, act as liaisons between the State Office, County (DFCS) offices, private adoption agencies, and local communities. The

second team, Adoption Exchange Consultants, are primarily responsible for the provision of child-specific recruitment for children with no identified adoptive family. The third team, as previously stated is the Post Adoption and Guardianship Consultants, are primarily responsible for providing support to adoption and guardianship families post legalization.

## Section 3 – Purpose

For over 20 years, the Division has recognized the ongoing need to support families post permanency. Unfortunately, in recent years and nationwide, States have experienced an increase in adoption and guardianship displacements and dissolutions of teens, which is an additional loss and contributes to additional trauma. It is the goal of the Division to reduce and eliminate discontinuity of adoptive and guardianship placements through the provision of quality and effective services throughout the adoption and guardianship continuum. This includes the need for supportive services for the population most impacted by displacements and dissolutions. It is also important to provide parents with the necessary skills and tools to build their capacity to meet the changing needs of adolescents. Through the provision of supportive services to adoptive and guardianship teens and their families, it is the goal of the agency to minimize and eliminate discontinuity.

#### Section 4 – Minimum Requirements

In order to have its proposal considered pursuant to this Statement of Need, a Supplier must meet the following minimum qualification:

The **non-profit provider** must have a minimum of 3 years' experience in the provision of supportive services to teens and parents. The **non-profit provider** must submit a summary of their experience in serving this population.

### Section 5 – Scope of Work

The Department of Human Services is requesting proposals to facilitate supportive services with a focus on adoptive and guardianship teens and to include a component for provision of services to the teen's parent/guardian with a contract to begin on the date of execution and ending on September 30, 2023.

This Statement of Need is being issued to establish a contract with a qualified supplier who will provide **Teen Adoptive and Guardianship Support (TAGS)** for the Georgia Department of Human Services (hereinafter, "the State Entity") as further described in this application.

The successful applicant of the Statement of Need must detail their ability to facilitate Adoptive Teen and Family Support Service as specified below:

## Adoptive Teen and Parent Support Proposal Requests

a). Utilizing research-based and child welfare models, supplier must provide a detailed plan for developing and implementing a post-adoption and guardianship support, enrichment, and empowerment program for guardianship and adopted teens, ages 13 through 18.5 years. Youth within this age range in DHS permanent custody on adoptive status can also participate within the group. Activities must include adoption and guardianship-related discussion topics, as well as expose participants to experiences and opportunities, including academic skill development, social and emotional development to enhance self-esteem, identity formation, future goal setting, and career planning opportunities.

- B. The Supplier must submit a plan for providing regularly scheduled teen programs statewide. The location of each program site should be consistent and should give consideration to the area where most eligible youth reside. A minimum of 10 youths must be registered for each site.
- C. The supplier must submit a plan to provide ongoing support for adoptive parents and guardians of youth participating in the program that accompanies the topics that the youth addressed in their group and encourages support from parents/guardians to continue learning and practicing skills at home.
- D. The supplier must submit a plan for recruitment to increase and maintain teen program participation.
- E. The supplier must submit a plan for developing and distributing written and/or electronic marketing material to support program engagement and awareness.
- F. The supplier will ensure that Client (participating youth and parents/guardians) satisfaction surveys are administered, tracked, and that follow-up is provided regarding any concerns, needs or trends.
- G. The supplier will respond to and route inquiries within 72 hours of receipt and maintain consistent and timely feedback with the assigned Contract Manager.
- H. The supplier will submit a monthly invoice by the 10th of the month to pay for services administered the previous month with a narrative to highlight deliverables met including goals, objectives, participation, parent engagement and event outcomes. The monthly report should include the following:
  - a. A short paragraph explaining the month's topic for the teens.
  - b. Listing of each meeting site, dates of meeting(s) and the number of participants.
  - c. Number of new teens served, identifying number of new participants and existing ones.
  - d. Number of parents/guardians served, identifying number of new participants and existing ones.
  - e. Summary of any client satisfaction surveys administered to teen participants and parents.
  - f. Submit an annual report highlighting the number of teens served, number of families served, goals and objectives, enrichment topics, activities, and events. The report is to be submitted at the end of the fiscal year by October 31st.

## The Department Will:

- A. Monitor Contract and program performance and provide technical assistance and consultation as needed.
- B. Work with the Contractor to resolve any questions or problems regarding any service provision under this Contract.
- C. Review monthly billing and ensure invoices are submitted for payment within 30 days upon receipt of a fully approved invoice packet.

- D. Conduct quarterly site visits to a randomly selected support group.
- E. Department will schedule and provide quarterly monitoring with the Contractor to discuss various topics to include, but not limited to, progress, trends noted in the monthly report, status of the budget, participation trends, site viability and recruitment efforts.
- F. Will assist the Contractor with identifying clients for the purpose of outreach and recruitment.
- G. Review resumes for all potential new hires and respond in writing with approval or disapproval.
- H. Assess cost effectiveness and site viability every 90 days.
- I. Provide approval for scheduled events and site locations within 10 business days of request.
- J. Provide approval of any marketing materials within 21 business days of request.
- K. Administer client satisfaction surveys.

### Section 6 – Performance Measurement

Some of the key performance measures to be used to determine the effectiveness of this program will include:

- a. Response to and routing of inquiries within 72 hours of receipt
- b. Feedback from parent and teen surveys
- c. Adherence to requirements for the development and implementation of the recruitment plan
- d. Quality of recruitment efforts to increase program awareness and participation.
- e. Quality of age-appropriate, adoption-relevant curriculum and program activities
- f. Timely submission of monthly invoices, monthly reports, and annual reports
- g. Consistent and timely feedback with assigned Contract Manager

## Section 7 – Submission of Proposal

Proposal must be submitted in Microsoft word via email to: adoptcontract.submit@dhs.ga.gov

#### Section 8 – Contract Term

The initial term of the contract(s) shall be from the date of award until the end of the State's current fiscal year. The State's fiscal year is from the date of execution through June 30<sup>th</sup>. The State entity shall possess four (4) one (1) year option(s) to renew, which options shall be exercisable at the sole discretion of the State entity.

## Section 9 – Contract Award

Upon receipt of the proposal from the Social Services Administration Unit, DHS will review the proposal and arrange a meeting or telephone conference for clarifications, questions and answers and contract kick-off as may be necessary. A sample scope will be provided for review at this meeting.

#### Section 10 - Supplier Information

The following questions seek information regarding the Supplier's business operations, including, among other things, its company structure, staff qualifications and financial viability. If applicable, please attach any documentation supporting your responses to the questions below to your proposal.

## **Company Structure**

A. The Supplier must include in the application the legal form of its business organization (for profit, nonprofit, partnership, etc.), the state in which the organization is incorporated, the office location that will be the point of contact during the term of any resulting contract.

### **Business Litigation**

The Supplier must disclose any involvement by an organization or any of its officers or principals in any material business litigation within the last five (5) years. The disclosure will include an explanation, as well as the current status and/or disposition. Failure to disclose this information may lead to disqualification of the Supplier proposal or cancellation of contract if it is subsequently discovered that the Supplier to truthfully disclose this information.

### **Criminal Background**

Supplier must describe in detail how it will ensure that its staff will have a completed background investigation per Department of Human Services standards prior to delivery of service and submit verification to the Social Services Administration Unit within 30 days of contract award.

### Staff Qualifications & Experience

Ensure and verify program managers and group facilitators working with the program will hold a Bachelor's degree in Social Work or other degree related to youth development (i.e., Human Services, Psychology, Marriage and Family counseling, Education, Family & Child development) and one year of child welfare programmatic experience or youth development experience OR a Masters in Social Work or other Masters related to youth development (i.e., Human Services, Psychology, Marriage and Family counseling, Education, Family & Child development experience, Psychology, Marriage and Family counseling, Education, Family & Child development) OR an unrelated degree and five years of child welfare programmatic experience or youth development experience. The department has final discretion to approve or disapprove any staff and/or subcontracted provider. Staff cannot provide services until written notification is received of full approval.

The Director/CEO must have a Bachelor's or Master's degree in Social Work or other degree related to youth development (i.e., Human Services, Psychology, Marriage and Family counseling, Education, Family & Child development) and at least 5 full consecutive years of experience in program administration of youth mentoring, empowerment, and academic enrichment programs.

All staff must receive program orientation, to include training on working with adopted and guardianship teens who have experienced trauma and the management of their unique needs. Supplier should describe what information will be shared during staff orientation.

#### **Financial Stability**

Any contract awarded as a result of this Statement of Need will be on a reimbursement basis in accordance with the established rate schedule. Therefore, it is important that any supplier be able to demonstrate its financial

viability. To that end, the Supplier must provide sufficient detailed financial information as a part of this statement of need to allow DFCS to evaluate its financial stability as follows:

Supplier should identify its entity type, A or B. An Authenticity Statement is required for the entity type chosen.

- A. If a public company/entity:
  - Supplier must provide its most recent audited financial reports/statements (must be within 12 months of application).
- B. If a private company/entity the Supplier must provide either:
  - A copy of its most recent annual audited financial reports/statements (must be within 12 months)

or

- Authenticity Statement (All financial documents must include or be accompanied by a notarized certification statement signed by the CFO, President/CEO, or other authorized senior officer that all documents represent a true and accurate reflection of the entity's financial condition. The Authenticity Statement must be accompanied by a copy of the Service Provider's internal financial reports/statements including at minimum:
- i. Balance Sheet (i.e., cash, property, any cash owed or due),
  - ii. Profit & Loss Statement (i.e., all income and expenses for last year, money made and paid out)
  - iii. Cash Flow Statement (i.e., the total amount of money the business has brought in and spent over the last year)
  - iv. Bank Statements (for past 12 months of as verification of Cash Flow Statement).

## **Definition of Terms**

#### **Department**

State of Georgia Department of Human Services (DHS) is the state agency responsible for the provision of health and human services throughout Georgia.

#### **DFCS**

The Division of Family and Children Services (DFCS) is responsible for welfare and employment support, protecting children, foster care and other services to strengthen families. DFCS is also responsible for the temporary assistance to needy families (TANF) support, protecting children, foster care, and other services to strengthen families.

#### <u>SOW</u>

Scope of Work - defines specific activities, deliverables, and timelines of this SON.

#### State Adoption Unit

Composed of three (3) units and 28 staff with the primary purpose and functions of assuring the safe and timely achievement of positive adoption outcomes for children receiving services from the Department of Family and Children Service, who cannot be safely reunited with their families. Additionally, the unit is responsible for ensuring efficient and effective adoption services to adoptive families.

#### <u>SSAU</u>

The Social Services Administrative Unit is composed of two units and staff with the primary purpose of administering Adoption Assistance Medicaid to adoptive families. Additionally, the unit is responsible for the administrative functions of adoption services contracts.

#### State Entity

The governmental entity identified in Section 1 "Introduction" of this SON.

#### Supplier(s)

Companies desiring to do business with the State of Georgia.