

**ADDENDUM SIX
REVISION TO RFQ**

Date: September 19, 2019

To: All Bidders

From: Keith Roland, Buyer
Department of Health and Human Services

RE: Addendum for Request for Qualification Number 100799-Z6
Initial opening date of June 30, 2019 at 2:00 PM Central Time

The following Terms and Conditions of Request for Qualifications (RFQ) 100799-Z6 are hereby amended as follows.

Section I.N **REQUEST FOR QUALIFICATION REQUIREMENTS** is amended to add:

If the bidder is accredited by an accreditation organization not listed in section I.N.8, the bidder must provide supporting documentation regarding the organization. DHHS reserves the right to accept or reject the accreditation for the purposes of evaluation.

Section I.P **EVALUATION OF PROPOSALS** is amended to add:

The Administration for Children and Families (ACF) issued Program Instruction [ACYF-CB-PI-19-06](#) ("PI") on July 18, 2019. Per the PI, DHHS may accept and evaluate proposed models that have not yet been listed in the Family First Prevention Services Clearinghouse ("Clearinghouse"). If a bidder proposes a model in its RFQ response that has not yet been listed in the Clearinghouse, it may be required to complete and submit to DHHS a Checklist for Program or Service Designation ("Checklist"), attached hereto as Attachment B. If a Checklist is required, DHHS will notify the bidder in writing. Upon receiving said notification, the bidder must complete and submit the Checklist to DHHS no later than thirty (30) calendar days for services to begin within the federal fiscal quarter beginning October 1, 2019. Upon receiving the Checklist from the bidder, DHHS will submit the Checklist to the Clearinghouse. The Clearinghouse may then allow transitional payments for the proposed model, and DHHS can evaluate the proposed model as part of the bidder's RFQ response.

If the Clearinghouse rates a proposed model with the same or higher designation as the proposed designation, the Clearinghouse rating becomes effective and the Contractor may continue to receive referrals from DHHS.

If the Clearinghouse does not rate a model as meeting the promising, supported, or well-supported criteria, DHHS will make referrals for the proposed model provided only through the end of the Federal fiscal quarter following the Federal fiscal quarter in which the Clearinghouse rating was assigned.

If the Clearinghouse rates a model with a lower designation than the proposed designation, DHHS will only make referrals for the proposed model provided only through the end of the Federal fiscal quarter following the Federal fiscal quarter in which the Clearinghouse rating was assigned.

A Federal Fiscal quarter is October-December, January-March, April-June and July-September. So once the Clearinghouse doesn't rate a program or a program is rated lower, referrals will continue potentially for up to just under six (6) months or just over three (3) months.

Section II.R **EARLY TERMINATION** is amended as follows:

The contract may be terminated as follows:

1. The State and the Contractor by mutual written agreement, may terminate the contract at any time however, the two parties must agree, in writing, upon the termination conditions, including the effective date and, in case of partial termination, the portion to be terminated.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.
4. The Contractor may terminate the contract upon sending written notification to DHHS setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if DHHS determines in the case of partial termination that the reduced or modified portion of the contract will not accomplish the purposes for which the Federal award was made, DHHS may terminate the contract in its entirety. In either case, the effective date shall be as provided by the Subrecipient and may be no less than one-hundred and eighty (180) days.
5. All notices of termination must be consistent with 45 CFR § 75.372 and shall provide a notice period and effective date as set forth in this contract.

Section II.R **CONTRACT CLOSEOUT** is amended as follows:

1. The following closeout procedures apply to this subaward at the end of each federal fiscal year, except for (a), which shall apply at the end of the federal fiscal year and the end of the subaward term, and (e), which shall apply at the end of the subaward term only:
 - a. The Contractor shall finalize and pay all costs for services provided under this subaward as follows:

| <u>Term</u> | <u>Deadline to Finalize and Pay Obligations</u> |
|---|---|
| <u>October 1, 2019 through September 30, 2020</u> | <u>November 15, 2020</u> |
| <u>October 1, 2020 through September 30, 2021</u> | <u>November 15, 2021</u> |
| <u>October 1, 2021 through September 30, 2022</u> | <u>November 15, 2022</u> |

These deadlines apply to all costs whether paid with state or federal funds, or both. Costs that are not finalized and paid by these deadlines shall not be reimbursed by DHHS, except that DHHS may authorize an extension, in writing, of the above deadlines. If DHHS has previously paid for an incurred cost that has not been finalized and paid by Contractor by the applicable deadline, DHHS may withhold additional payments to recoup that cost.

- b. Consistent with the terms of the federal award, and after all reports are received, DHHS shall make any necessary adjustments upward or downward in the federal share of costs.
- c. DHHS shall make prompt payments, as consistent with the terms set forth herein, for all costs allowable under the terms of this Subaward.
- d. Contractor shall immediately return to DHHS any unobligated balance of cash advanced or shall manage such balance in accordance with DHHS instructions.
- e. Within thirty (30) days, except as otherwise stated herein, Contractor shall assist and cooperate in the orderly transition and transfer of subaward activities and operations with the objective of preventing disruption of services. This includes but is not limited to:
 - i. Transfer all completed or partially completed deliverables to the State;
 - ii. Transfer ownership and title to all completed or partially completed deliverables to the State;
 - iii. Return to the State all information and data, unless the Subrecipient is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
 - iv. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this subaward;
 - v. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this subaward
 - vi. Return or vacate any state owned real or personal property; and
 - vii. Return all data in a mutually acceptable format and manner.

- 2. *Post-Closeout Adjustments and Continuing Responsibilities.* The closeout of the subaward does not affect any of the following:
 - a. The right of DHHS to disallow costs and recover funds on the basis of a later audit or other review. DHHS shall make any cost disallowance determination and notify Contractor within the record retention period.
 - b. The obligation of Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
 - c. Audit requirements in 45 CFR § 75 Subpart F.
 - d. As applicable, property management and disposition requirements in Subpart D—Post Federal Award Requirements in 45 CFR §§ 75.317 through 75.323.
 - e. Records retention requirements contained herein.

Section II.T **REMEDIES FOR NONCOMPLIANCE** is added as follows:

DHHS may, if Contractor fails to comply with federal statutes, regulations, Title IV-E state plan, or with the terms of the contract:

1. Impose any of the Specific Conditions listed in 45 CFR § 75.207;
2. Temporarily withhold any payments pending the correction of the deficiency by Contractor;
3. Disallow all or part of the cost of the activity or action not in compliance;
4. Wholly or partly suspend or terminate contract (see also Termination, below, and Breach, above);
5. Recommend suspension or debarment proceedings be initiated by the Federal Funding Agency; and
6. Take any other remedies that may be legally available.

If DHHS imposes items 3, 4, or 6, above, DHHS may withhold future payments or seek repayment to recoup costs paid by DHHS.

Failures to comply include, but are not limited to, Contractor's inability to meet or exceed the federal standards contained in FFPSA. If this, or any other failure on the part of Contractor to comply with any federal statute, regulation, Title IV-E state plan, or terms of this contract, is a proximate cause of any reduction in federal funds to DHHS, DHHS may disallow costs under this contract in an amount up to DHHS' reduction in federal funding.

Failure to perform any state, federal requirement or specific requirement outlined in this RFQ may result in the assessment of liquidated damages. Prior to the assessment of any liquidated damages the Contractor shall have the opportunity to correct any deficiency. The Contractor also acknowledges that its failure to comply with timeframes associated with the FFPSA, could impact DHHS's overall ability to meet the federal standards contained in FFPSA on a statewide basis, and, thus, result in the loss of federal funds. Accordingly, in lieu of actual damages for such noncompliance, the Contractor agrees that DHHS may recover liquidated damages if the Contractor's inability to meet or exceed the federal standards contained in FFPSA is a proximate cause of any reduction in Federal funds to DHHS.

Section III.C **COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)** is amended as follows:

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Subrecipients of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of subaward. The Contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this RFQ.

The Contractor shall comply with all civil rights and nondiscrimination law in the provision of the services under this Subaward. This includes, but is not limited to:

1. The Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq.;
2. Federal regulations governing programs and services provided under grants from the U.S. Department of Health and Human Services (HHS) at: 45 CFR § 75.300; 45 CFR §§ 80 et seq. (nondiscrimination under programs receiving or benefitting from assistance through HHS); 45 CFR §§ 84 et seq. (nondiscrimination on the basis of handicap in HHS programs or activities receiving federal financial assistance); 45 CFR §§ 86 et seq. (nondiscrimination on the basis of sex in education programs and activities receiving or benefitting from federal financial assistance); 45 CFR §§ 87 et seq. (Equal Treatment for Faith-Based Organizations); and 45 CFR §§ 91 et seq. (nondiscrimination on the basis of age in HHS programs or activities receiving federal financial assistance).

Section III.F **OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES** is amended as follows:

1. Data. DHHS shall own all rights in data resulting from this Subaward. The Federal Funding Agency reserves the right to obtain, reproduce, publish, or otherwise use the data produced under this subaward, and to authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.
2. Copyright. As consistent with federal law, Subrecipient may copyright any of the copyrightable material and may patent any of the patentable products produced in conjunction with the Scope of Work under subaward without written consent from DHHS. DHHS and any Federal Funding Agency hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrightable material for federal or state government purposes.
3. Patent. All patent rights under this subaward shall be as set forth in the clause contained in 37 C.F.R. § 401.14, and consistent with all other applicable federal law.

Section IV.A **PROHIBITION AGAINST ADVANCE PAYMENT** is removed.

Section IV.E **PAYMENT** is amended as follows:

State will render payment to Contractor monthly when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. §73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

Payments may be withheld as set forth in 45 CFR § 75.305(a)(6), as amended from time to time, as otherwise provided herein, or according to other applicable law.

Section IV.G **SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATION** is amended as follows:

The State's obligation to pay amounts due on the contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date for noncancelable obligations properly incurred by Contractor prior to termination, and costs incurred on, or prior to, the termination date.

Section IV.H **RIGHT TO AUDIT** is removed.

Section IV.I **COSTS** is added as follows:

Under this contract, DHHS shall only pay for actual and allowable costs (as defined in this section) incurred during the term of this contract.

To be allowable, all costs must be:

1. Necessary for the performance of the contract activities;
2. Reasonable, as provided in 45 CFR § 75.404;
3. Allocable to the federal award, as provided in 45 CFR § 75.405;
4. Consistent with all other requirements of the Cost Principles in 45 CFR §§ 75 Subpart E; and,
5. Consistent with all other law, regulation, policy, or other requirements applicable to the state or federal funds involved.

To be actual, all costs must be finalized and spent by the appropriate dates set forth in Section II.R. Contract Closeout, and as otherwise set forth herein. This may include, but is not limited to, restrictions on funds including in federal appropriations bills for the federal funds used in this contract.

Any requirements applicable to the federal funds shall also be applied to the state funds involved in this contract.

Per federal law, no profit may be made from this contract. See 45 CFR § 75.400.

Section IV.J **ACCESS TO RECORDS** is added as follows:

Contractor shall provide access for DHHS, or its authorized representative, to any documents, papers, or other records pertinent to contract, in order to make audits, examinations, excerpts, and transcripts. The Contractor shall provide the same access to the Federal Funding Agency, the Inspectors General, the Comptroller General of the United States, or any of their authorized representatives. These rights also includes timely and reasonable access to Contractor's personnel for the purpose of interview and discussion related to such documents, papers or other records. These rights are not limited to the retention periods included herein but continue as long as the records are retained by Contractor.

Contractor shall comply with all federal retention requirements as amended from time to time and shall maintain all financial records, supporting documents, statistical records, and all other records pertinent to Contract, for three (3) years from termination of contract.

In addition to the foregoing retention periods, all records must be retained as specified in 45 CFR §§ 75.361 (a) through (f), as applicable. This includes, but is not limited to: if any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

Records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) and all associated rules and regulations, including but not limited to the policies and procedures identified in 45 CFR § 164.316, shall be maintained for six (6) years from the date of their creation or date when the policy or procedures were last in effect.

Section IV.K **AUDIT REQUIREMENTS** is added as follows:

The Contractor shall comply with all applicable federal audit requirements, including but not limited to those in 45 CFR § 75 Subpart F; an audit required by these regulations must be prepared and issued by an independent auditor in accordance with generally accepted government auditing standards. A copy of the audit is to be made electronically available or sent

to: Nebraska Department of Health and Human Services, Financial Services, P.O. Box 95026, Lincoln, NE 68509-5026.

Contractor shall comply with 45 CFR §§ 75.508 through 75.512, including but not limited to: (a) procure or otherwise arrange for the audit required by this part in accordance with § 200.509 (§ 75.509), and ensure it is properly performed and submitted when due in accordance with § 200.512 (§ 75.512); (b) prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with § 200.510 (§ 75.510); (c) promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with § 200.511 (§ 75.511); (d) provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by law.

In addition to, and in no way in limitation of any obligation in this contract, Contractor shall be liable for audit exceptions, and shall return to DHHS all payments made under this contract for which an exception has been taken or that has been disallowed because of such an exception, upon demand from DHHS.

The Contractor shall maintain its accounting records in accordance with generally accepted accounting principles. DHHS reserves the right to require Contractor to submit required financial reports on the accrual basis of accounting. If Contractor's records are not normally kept on the accrual basis, Contractor is not required to convert its accounting system but shall develop and submit in a timely manner such accrual information through an analysis of the documentation on hand (such as accounts payable).

Section IV.L **FEDERAL FINANCIAL ASSISTANCE** is added as follows:

The Contractor shall comply with all applicable provisions of 45 C.F.R. §§ 87.1-87.2. The Contractor certifies that it shall not use direct federal financial assistance to engage in inherently religious activities, such as worship, religious instruction, and/or proselytization.

Section IV.M **SMOKE FREE PROVISIONS** is added as follows:

SMOKE FREE. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds in Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Contractor certifies that the Contractor will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

Section IV.N **HUMAN TRAFFICKING PROVISIONS** is added as follows:

The Contractor shall comply with and be subject to the requirements of the Trafficking Victims Protection Act of 2000, 22 USC §§ 7101 et seq.

The Contractor, its employees and any subcontractors under this award, and subcontractors' employees may not:

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procure a commercial sex act during the period of time that the award is in effect; or
3. Use forced labor in the performance of the subaward.

Section IV.O **LOBBYING** is added as follows:

1. No federal or state funds paid under this contract shall be paid for any lobbying costs as set forth herein.
2. Lobbying Prohibited by 31 U.S.C. § 1352 and 45 CFR §§ 93 et seq, and Required Disclosures.
 - a. Contractor certifies that no federal or state appropriated funds shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award for: (a) the awarding of any federal agreement; (b) the making of any federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
 - b. If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence: an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with Subaward, Subrecipient shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Lobbying Activities Prohibited under Federal Appropriations Bills.
 - a. No funds under contract shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government itself.
 - b. No funds under this contract shall be used to pay the salary or expenses of any grant or subaward recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - c. The prohibitions in the two sections immediately above shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale of marketing, including but not limited to the advocacy or promotion of gun control.
4. Lobbying Costs Unallowable Under the Cost Principles. In addition to the above, no funds shall be paid for executive lobbying costs as set forth in 45 CFR § 75.450(b). If Subrecipient is a nonprofit organization or an Institute of Higher Education, other costs of lobbying are also unallowable as set forth in 45 CFR § 75.450(c).

Section IV.P **MANDATORY DISCLOSURES** is added as follows:

The Contractor must disclose to the State, in a timely manner and in writing, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this subaward in accordance with 2 CFR §200.113. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

Section IV.Q **PUBLICATIONS** is added as follows:

Contractor must acknowledge federal and DHHS funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal and DHHS funds. Contractor is required to state: (1) the percentage and dollar amounts of the total program or project costs financed with federal and DHHS funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

Section IV.R **DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE** is added as follows:

The Contractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. The Contractor certifies that it is registered with the System of Award Management (SAM) (<https://www.sam.gov>), in good standing, and that the entity will maintain annual certification in accordance with Federal Acquisition Regulations. Failure to comply with this section, including maintaining an active registration and/or good standing with SAM, may result in withholding of payments or immediate termination of the contract.

Section IV.S **RESEARCH** is added as follows:

The Contractor shall not engage in research utilizing the information obtained through the performance of contract without the express written consent of DHHS. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this contract.

Section IV.T **CONTRACTORS UNDER THIS CONTRACT** is added as follows:

In contracting any portions of this contract, Contractor shall follow 45 CFR §§ 75.327 through 75.335. If Contractor enters into a contract (as defined by 45 CFR § 75.2) with any non-federal entity (also as defined by 45 CFR § 75.2) out any portion of this contract, Contractor shall monitor the contract as necessary to ensure that the contract is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the contract; that contract performance goals are achieved. As applicable, Contractor shall follow the requirements for pass-through entities, including but not limited to 45 CFR § 75.352.

Contractor shall maintain copies of all procurement contracts and documentation of its compliance with the provisions cited above.

Contractor shall ensure that all subcontractors comply with all requirements of this contract and applicable federal, state, county and municipal laws, ordinances, rules, and regulations.

Section IV.U **FUNDING UPDATES** is added as follows:

DHHS may update or modify funding information contained in the initial contract, without a written amendment. Should funding information required to be provided to the Contractor by 2 CFR § 200.331 or 45 CFR § 75.352, other than the total amount of funds awarded, change during the course of the RFQ, DHHS shall issue an "Award of Funds – Funding Update." Any "Award of Funds – Funding Update" shall supersede funding information to be contained in Attachment 1,

and may also be used to extend the Period of Performance and modify any terms related to the funding, such as final dates for invoicing and finalizing/spending. Funding information may also be updated in an Award of Additional Funds, or an amendment executed by both parties.

The following is removed from section V.B **PROJECT DESCRIPTION AND SCOPE OF WORK**:

3. SAMHSA Evidence-Based Practices Resource Center: <https://www.samhsa.gov/ebp-resource-center>

Section V.B **PROJECT DESCRIPTION AND SCOPE OF WORK** is amended to add:

If a proposed model is rated by the California Evidence Based Clearinghouse for Child Welfare but is not rated by the Title IV-E Prevention Services Clearinghouse, the bidder may be required to submit a Checklist for Program or Service Designation as described in the addition to section I.P of this Addendum.

This Addendum will become part of the RFQ. Except as set forth in this Addendum, the RFQ is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the RFQ or any earlier Addendum, the terms of this Addendum will prevail.

Attachment B: Checklist for Program or Service Designation for HHS Consideration

Instructions:

Section I: The state must complete Section I (Table 1) once to summarize all of the programs and services that the state reviewed and submitted and the designations for HHS consideration.

Section II: The state must complete Section II (Tables 2 and 3) once to describe the independent systematic review methodology used to determine a program or service (listed in Table 1) designation for HHS consideration. Section II outlines the criteria for an independent systematic review. To demonstrate that the state conducted an independent systematic review consistent with sections 471(e)(4)(C)(iii)(I), (iv)(I)(aa) and (v)(I)(aa) of the Act, the state must answer each question in the affirmative. If the independent systematic review used the Prevention Services Clearinghouse Handbook of Standards and Procedures, the relevant sections must be indicated in the “Handbook Section” column. If other systematic standards and procedures were used, states must submit documentation of the standards and procedures used to review programs and services. States should determine the standards and procedures to be used prior to beginning the independent systematic review process. If the state cannot answer each question in Table 2 and Table 3 in the affirmative, ACF will not make transition payments for the program or service reviewed by the state using those standards and procedures.

Section III: The state must complete Section III (Tables 4 and 5) for each program or service listed in Table 1, and provide all required documentation. Section III outlines the requirements for the review of the program or service. States should complete Table 4 prior to conducting an independent systematic review to determine if a program or service is eligible for review. For a program or service to be eligible for review, the answer to both questions in Table 4 must be affirmative and the state must provide the required documentation. If a program or service is eligible for review, the state must conduct the review and identify each study reviewed in Table 5, regardless of whether a study was determined to be eligible to be included in the review.

Section IV: The state must complete Section IV (Tables 6-10) for each program or service (listed in Table 1) reviewed and submitted and provide all required documentation. Section IV lists studies the state determined to be “well-designed” and “well-executed” and outlines characteristics of those studies. Do not include eligible studies that were not determined to be “well-designed” and “well-executed” in Tables 6 -10. States should complete Table 6 with a list of all eligible studies determined to be “well-designed” and “well-executed.” States should complete Table 7 to describe the design and execution of each eligible “well-designed” and “well-executed” study. States should complete Table 8 to describe the practice setting and study sample. States must answer in the affirmative that the program or service included in each study was not substantially modified or adapted from the version under review. States must detail favorable effects on target outcomes present in eligible studies determined to be “well-designed” and “well-executed.” States must detail unfavorable effects on target and non-target outcomes present in eligible studies determined to be “well-designed” and “well-executed.”

Section V: The state must complete Section V (Table 11) for each program or service reviewed and submitted. Section V lists the program or service designation for HHS consideration and verification questions relevant to that designation. The state must answer the questions applicable to the relevant designation in the affirmative.

Section I: Summary of Programs and Services Reviewed and their Designations for HHS Consideration

Section I. Summary of Programs and Services Reviewed

Table 1. Summary of Programs and Services Reviewed

To be considered for transitional payments, list programs and services reviewed and provide designations for HHS consideration.

| Program or Service Name <i>(if there are multiple versions, specify the specific version reviewed)</i> | Proposed Designations for HHS consideration <i>(Promising, Supported, or Well-Supported)</i> |
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Section II: Standards and Procedures for an Independent Systematic Review

Section II. Standards and Procedures for a Systematic Review

(Complete Table 2 and Table 3 to provide the requested information on the independent systematic review. The same standards and procedures should be used to review all programs and services.)

Table 2. Systematic Review

Sections 471(e)(4)(C)(iii)(I), (iv)(I)(aa) and (v)(I)(aa) of the Act require that systematic standards and procedures must be used for all phases of the review process. In the table below, verify that systematic (i.e., explicit and reproducible) standards and procedures were used and submit documentation of reviewer qualifications. If the systematic review used the Prevention Services Clearinghouse Handbook of Standards and Procedures, indicate the relevant sections in the "Handbook Section" column. If other systematic standards and procedures were used, submit documentation of the standards and procedures.

| | <input checked="" type="checkbox"/> to Verify | Handbook Section |
|---|---|------------------|
| Were the same systematic standards and procedures used to review all programs and services? | | -- |
| Were qualified reviewers trained on systematic standards and procedures used to review all programs and services? | | -- |
| Were standards and procedures in accordance with section 471(e) of the Social Security Act? | | -- |
| Were standards and procedures in accordance with the Initial Practice Criteria published in Attachment C of ACYF-CB-PI-18-09 ? | | -- |
| <i>Program or Service Eligibility:</i> Were systematic standards and procedures used to determine if programs or services were eligible for review? At a minimum, this includes standards and procedures to: | | |
| <ul style="list-style-type: none"> Determine if a program or service is a mental health, substance abuse, in-home parent-skill based, or kinship navigator program; and | | |
| <ul style="list-style-type: none"> Determine if there was a book/manual or writing available that specifies the components of the practice protocol and describes how to administer the practice. | | |
| <i>Literature Review:</i> Were systematic standards and procedures used to conduct a comprehensive literature review for studies of programs and services under review? At a minimum, this includes standards and procedures to: | | |
| <ul style="list-style-type: none"> Search bibliographic databases; and Search other sources of publicly available | | |
| <ul style="list-style-type: none"> Studies (e.g., websites of federal, state, and local governments, foundations, or other organizations). | | |
| <i>Study Eligibility:</i> Were systematic standards and procedures used to determine if studies found through the comprehensive literature review were eligible for review? At a minimum, this includes standards and procedures to: | | |
| <ul style="list-style-type: none"> Determine if each study examined the program or service under review (as described in the book/manual or writing) or if it examined an adaptation; | | |
| <ul style="list-style-type: none"> Determine if each study was published or prepared in or after 1990; | | |
| <ul style="list-style-type: none"> Determine if each study was publicly available in English; | | |
| <ul style="list-style-type: none"> Determine if each study had an eligible design (i.e., randomized control trial or quasi-experimental design); | | |
| <ul style="list-style-type: none"> Determine if each study had an intervention <i>and</i> appropriate comparison condition; | | |
| <ul style="list-style-type: none"> Determine if each study examined impacts of program or service on at least one 'target' outcome that falls broadly under the domains of child safety, child permanency, child well-being, or adult (parent or kin-caregiver) well-being. Target | | |

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| outcomes for kinship navigator programs can instead or also include access to, referral to, and satisfaction with services; and | | |
| <ul style="list-style-type: none"> Identify studies that meet the above criteria and are eligible for review. | | |
| <i>Study Design and Execution:</i> Were systematic standards and procedures used to determine if eligible studies were well-designed and well-executed? At a minimum, this includes standards and procedures to: | | |
| <ul style="list-style-type: none"> Assess overall and differential sample attrition; | | |
| <ul style="list-style-type: none"> Assess the equivalence of intervention and comparison groups at baseline and whether the study statistically controlled for baseline differences; | | |
| <ul style="list-style-type: none"> Assess whether the study has design confounds; | | |
| <ul style="list-style-type: none"> Assess, if applicable, whether the study accounted for clustering (e.g., assessed risk of joiner bias¹); | | |
| <ul style="list-style-type: none"> Assess whether the study accounted for missing data; and | | |
| <ul style="list-style-type: none"> Determine if studies meet the above criteria and can be designated as well-designed and well-executed. | | |
| <i>Defining Studies:</i> Sometimes study results are reported in more than one document, or a single document reports results from multiple studies. Were systematic standards and procedures used to determine if eligible, well-designed and well-executed studies of a program and service have non-overlapping samples? | | |
| <i>Study Effects:</i> Were systematic standards and procedures used to examine favorable and unfavorable effects in eligible, well-designed and well-executed studies? At a minimum, this includes standards and procedures to: | | |
| <ul style="list-style-type: none"> Determine if eligible, well-designed and well-executed studies found a favorable effect (using conventional standards of statistical significance) on each target outcome; and | | |
| <ul style="list-style-type: none"> Determine if eligible, well-designed and well-executed studies found an unfavorable effect (using conventional standards of statistical significance) on each target or non-target outcome. | | |
| <i>Beyond the End of Treatment:</i> Were systematic standards and procedures used to determine the length of sustained favorable effects beyond the end of treatment in eligible, well-defined and well-executed studies? At a minimum, this includes standards and procedures to: | | |
| <ul style="list-style-type: none"> Identify (and if needed, define) the end of treatment; and | | |
| <ul style="list-style-type: none"> Calculate the length of a favorable effect beyond the end of treatment. | | |
| <i>Usual Care or Practice Setting:</i> Were systematic standards and procedures used to determine if a study was conducted in a usual care or practice setting? | | |
| <i>Risk of Harm:</i> Were systematic standards and procedures used to determine if there is evidence of risk of harm? | | |
| <i>Designation:</i> Were systematic standards and procedures used to designate programs and services for HHS consideration (as promising, supported, well-supported, or does not currently meet the criteria)? At a minimum, this includes standards and procedures to: | | |
| <ul style="list-style-type: none"> Determine if a program or service has one eligible, well-designed and well-executed study that demonstrates a favorable effect on a target outcome and should be considered for a designation of promising; | | |
| <ul style="list-style-type: none"> Determine if a program or service has at least one eligible, well-designed and well-executed study carried out in a usual care or practice setting that demonstrates a favorable effect on a target outcome at least 6 months beyond the end of treatment and should be considered for a designation of supported; and | | |
| <ul style="list-style-type: none"> Determine if a program or service has at least two eligible, well-designed and well-executed studies with non-overlapping samples carried out in usual care or practice | | |

¹If a cluster randomized study permits individuals to join clusters after randomization, the estimate of the effect of the intervention on individual outcomes may be biased if individuals who join the intervention clusters are systematically different from those who join the comparison clusters.

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| settings that demonstrate favorable effects on a target outcome; at least one of the studies must demonstrate a sustained favorable effect of at least 12 months beyond the end of treatment on a target outcome; and should be considered for a designation of well-supported. | | |
| <i>Reconciliation of Discrepancies:</i> Were systematic standards and procedures used to reconcile discrepancies across reviewers? (applicable if more than one reviewer per study) | | |
| <i>Author or Developer Queries:</i> Were systematic standards and procedures used to query study authors or program or service developers? (applicable if author or developer queries made) | | |

Table 3. Independent Review

The systematic review must be independent (i.e., objective and unbiased). In the table below, verify that an independent review was conducted using systematic standards and procedures by providing the names of each state agency and external partner that reviewed the program or service. States must answer all applicable questions in the affirmative. Submit MOUs, Conflict of Interest Policies, and other relevant documentation.

| | |
|---|--|
| <i>List all state agencies and external partners that reviewed programs and services.</i> | |
| | |
| | <input checked="" type="checkbox"/> to Verify |
| Was the review independent (conducted by reviewers without conflicts of interest including those that authored studies, evaluated, or developed the program or service under review)? | |
| Was a Conflict of Interest Statement signed by reviewers attesting to their independence? If so, attach the statement. | |
| Was a Memorandum of Understanding (MOU) signed by external partners (if applicable)? If so, attach MOU(s). | |

Sections III-V: Describe and Document Findings from Each Program and Service Reviewed and Submitted

Section III. Review of Programs and Services
(Complete Tables 4-5 for each program or service reviewed.)

Table 4. Determination of Program or Service Eligibility

Fill in the table below for each program or service reviewed.

| | <input checked="" type="checkbox"/> to Verify |
|---|---|
| Does the program or service have a book, manual, or other available documentation specifying the components of the practice protocol and describing how to administer the practice? | |
| Provide information about how the book/manual/other documentation can be accessed OR provide other information supporting availability of book/manual/other documentation. | |
| Is the program or service a mental health, substance abuse, in-home parent-skill based, or kinship navigator program or service? | |
| Identify the program or service area(s). | |

Table 5. Determination of Study Eligibility

Fill in the table below for each study of the program or service reviewed. Provide a response in every column; N/A or unknown are not acceptable responses. The response in columns iii, v, vi, vii, and ix must be “yes” or “no.” The response in column ix is “yes” only when the responses in columns iii, v, vi, and vii are “yes.”

| i. Study Title/Authors | ii. Publicly Available Location | iii. Is the study in English? (Yes/No) | iv. Design (RCT, QED, or other). If other, specify design. | v. Did the intervention condition receive the program or service under review in accordance with the book/manual/documentation? (Yes/No) | vi. Did the comparison condition receive no or minimal intervention or treatment as usual? (Yes/No) | vii. Did the study examine at least one target outcome? (Yes/No) | viii. Year Published | ix. Eligible for Review? (Yes/No) |
|---|---|--|--|--|---|--|----------------------|------------------------------------|
| <i>Example Title. Smith, A.B., Jones, C.D., and Doe, E.F.</i> | https://www.acf.hhs.gov/opre | Yes | RCT | Yes | Yes | Yes | 1997 | Yes |
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**Section IV. Review of “Well-designed” and “Well-executed” Studies
(Complete Tables 6-10 for each program or service reviewed.)**

Table 6. Studies that are “Well-Designed” and “Well-Executed”²

Provide an electronic copy of each of the studies determined to be eligible for review and determined to be “well-designed” and “well-executed.”

| <i>List all eligible studies that are “well-designed” and “well-executed” (Study Title/Author)</i> |
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² For reference, the Prevention Services Clearinghouse Handbook Chapter 5 defines “well-designed” and “well-executed” studies as those that meet design and execution standards for high or moderate support of causal evidence. Prevention Services Clearinghouse ratings apply to contrasts reported in a study. A single study may have multiple design and execution ratings corresponding to each of its reported contrasts.

Table 7. Study Design and Execution

For each study eligible for review and determined to be “well-designed” and “well-executed,” fill out the table below. Provide a response in every column; N/A or unknown are not acceptable responses for columns i, ii, iii, v, vi, and vii. The response in column ii must be “yes.”

| i. Study Title/Authors | ii. Verify the Absence of all Confounds? (Yes/No) | iii. List Measures that Achieved Baseline Equivalence | iv. List Measures that did NOT Achieve Baseline Equivalence but were Statistically Controlled for in Analyses | v. Overall Attrition ³ (for RCTs only) | vi. Differential Attrition ⁴ (for RCTs only) | vii. Does Study Meet Attrition Standards? | viii. Notes, as needed |
|--|---|--|---|---|---|---|------------------------|
| Example Title. Smith, A.B., Jones, C.D., and Doe, E.F. | Yes | -Center for Epidemiologic Studies Depression Scale (CES-D) -Child Behavior Checklist (CBCL) | -Income | 2.0 percent | 4.3 percentage points | Yes | N/A |
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³ For reference, the Prevention Services Clearinghouse Handbook section 5.6 defines *overall attrition* as the number of individuals without post-test outcome data as a percentage of the total number of members in the sample at the time that they learned the condition to which they were randomly assigned.

⁴ For reference, the Prevention Services Clearinghouse Handbook section 5.6 defines *differential attrition* as the absolute value of the percentage point difference between the attrition rates for the intervention group and the comparison group.

Table 8. Study Description

For each study eligible for review and determined to be “well-designed” and “well-executed,” fill out the table below to describe the practice setting and study sample as well as affirm that the program or service evaluated was not substantially modified or adapted from the version under review. Provide a response in every column; N/A or unknown are not acceptable responses. The response in column v must be “yes.”

| i. Study Title/Authors | ii. Was the study conducted in a usual care or practice setting? (Yes/No) | iii. What is the study sample size? | iv. Describe the sample demographics and characteristics of the intervention group | v. Describe the sample demographics and characteristics of the comparison group | vi. Verify that the program or service evaluated in the study was NOT substantially modified or adapted from the manual or version of the program or service selected for review (Yes/No) |
|--|---|---|--|--|--|
| <p><i>Example Title.</i> <i>Smith, A.B., Jones, C.D., and Doe, E.F.</i></p> | <p>Yes</p> | <p>N=354 Caregivers, N = 177 Child, N = 177</p> | <p><i>Caregivers – Average age = 37 years old (SD = 5 years); 95% female; 35% Black or African American, 25% White, 30% Latino or Hispanic, and 10% other; and 78% of households living 200% below the federal poverty level.</i></p> <p><i>Children – Average age = 5 years old (SD=1.3 years); 47% female; 37% Black or African American, 27% White, 32% Latino or Hispanic, and 4% other.</i></p> | <p><i>Caregivers – Average age = 35 years old (SD = 5 years); 93% female; 33% Black or African American, 26% White, 31% Latino or Hispanic, and 10% other; and 76% of households living 200% below the federal poverty level.</i></p> <p><i>Children – Average age = 5 years old (SD=1.4 years); 45% female; 34% Black or African American, 28% White, 33% Latino or Hispanic, and 4% other.</i></p> | <p>Yes</p> |
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Table 9. Favorable Effects

For each study eligible for review and determined to be “well-designed” and “well-executed,” fill out the table below listing only target outcomes with **favorable effects**. Provide a response in every column; N/A or unknown are **not acceptable** responses.

| i. Study Title/Authors | ii. List the Target Outcome(s) | iii. List the Outcome Measures | iv. List the Reliability Coefficients for Each | v. Are Each of the Outcome Measures Valid? | vi. Are Each of the Outcome Measures Systematically Administered? | vii. List the P-Values for Each of the Outcome Measures | viii. List the Size of Effect for Each of the Outcome Measures | ix. Indicate the Length of Effect Beyond the End of Treatment (in months) |
|--|--|----------------------------------|--|--|---|---|--|---|
| Example Title. Smith, A.B., Jones, C.D., and Doe, E.F. | Parent/Caregiver Mental Health (Depression) | CES-D | Cronbach’s alpha coefficient = 0.91 | Yes | Yes | p = 0.04 | d = 0.13 | 8 mos |
| | Child Behavioral and Emotional Functioning (Externalizing Behaviors) | CBCL (Aggressive Behavior Scale) | Cronbach’s alpha coefficient = 0.94 | Yes | Yes | p = 0.03 | d = 0.24 | 0 mos |
| | Child Behavioral and Emotional Functioning (Internalizing Behaviors) | CBCL (Anxious/Depressed Scale) | Cronbach’s alpha coefficient = 0.84 | Yes | Yes | p = 0.23 (non-sig) | N/A | 0 mos |
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Table 10. Unfavorable Effects

For each study eligible for review and determined to be “well-designed” and “well-executed,” fill out the table below listing only target outcomes with **unfavorable effects**. Provide a response in every column; N/A or unknown are not acceptable responses.

| i. Study Title/Authors | ii. List the Target or Non-Target Outcome(s) | iii. List the Outcome Measures | iv. List the Reliability Coefficients for Each | v. Are Each of the Outcome Measures Valid? | vi. Are Each of the Outcome Measures Systematically Administered? | vii. List the P-Values for Each of the Outcome Measures | viii. List the Size of Effect for Each of the Outcome Measures | ix. Indicate the Length of Effect Beyond the End of Treatment (in months) |
|---|--|--------------------------------|--|--|---|---|--|---|
| <i>Example Title. Smith, A.B., Jones, C.D., and Doe, E.F.</i> | <i>Adult Height</i> | <i>Inches</i> | <i>Cronbach's alpha coefficient = 0.99</i> | <i>Yes</i> | <i>Yes</i> | <i>p = 0.047</i> | <i>d = -0.05</i> | <i>0 mos</i> |
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Section V. Program or Service Designation for HHS Consideration

Table 11. Program or Service Designation for HHS Consideration

Fill out the table below for the program or service reviewed. Only select one designation. Answer questions relevant to the selected designation; relevant questions must be answered in the affirmative.

| | <input checked="" type="checkbox"/> to Verify |
|--|--|
| There is NOT sufficient evidence of risk of harm such that the overall weight of evidence does not support the benefits of the program or service. | |
| | <input checked="" type="checkbox"/> the Designation and Provide a Response to the Questions Relevant to that Designation |
| Well-Supported | |
| <ul style="list-style-type: none"> Does the program or service have at least two eligible, well-designed and well-executed studies with non-overlapping samples⁵ that were carried out in a usual care or practice setting? | |
| <ul style="list-style-type: none"> Does one of the studies demonstrate a sustained favorable effect of at least 12 months beyond the end of treatment on at least one target outcome? | |
| Supported | |
| <ul style="list-style-type: none"> Does the program or service have at least one eligible, well-designed and well-executed study that was carried out in a usual care or practice setting and demonstrate a sustained favorable effect of at least 6 months beyond the end of treatment on at least one target outcome? | |
| Promising | |
| <ul style="list-style-type: none"> Does the program or service have at least one eligible, well-designed and well-executed study and demonstrate a favorable effect on at least one 'target outcome'? | |

⁵Samples across multiple sources of a study are considered overlapping if the samples are the same or have a large degree of overlap. Findings from an eligible study determined to be “well-executed” and “well-designed” may be reported across multiple sources including peer-reviewed journal articles and publicly available government and foundation reports. In such instances, the multiple sources would have overlapping samples. The findings across multiple sources with these overlapping samples should be considered **one** study when designating a program or service as “well-supported,” “supported,” and “promising.”