



REQUEST FOR APPLICATION
Educational Stipend Program - Psychiatric Mental Health Nurse Practitioners
RFA #14-5398
Notice to Prospective Applicants

October 15, 2014

You are invited to review and respond to this Request for Application (RFA), entitled "Educational Stipend Program - Psychiatric Mental Health Nurse Practitioners." In submitting your application, you must comply with these instructions. Failure to comply with any of the requirements may result in rejection of your application. By submitting a bid, your firm agrees to the terms and conditions stated in this RFA and your proposed Grant Agreement.

This solicitation is published online in the California State Contracts Register at <http://www.eprocure.dgs.ca.gov/CSCRAAds.htm>. To ensure receipt of any addenda that may be issued, and answers to questions posed, interested parties must register online at <http://www.bidsync.com/>.

The Office of Statewide Health Planning and Development (OSHPD) deadline for receipt of application submission is **December 3, 2014, no later than 3:30 p.m. All late, faxed, and/or emailed bids will be rejected** and returned to the bidder. Applications must be received on or before the date and time specified herein (See Section E. Application Requirements and Information for application submission details).

In the opinion of OSHPD, this RFA is complete and without need of explanation. However, if you have questions, notice any discrepancies or inconsistencies, or need any clarifying information, you must submit your questions via e-mail to OSHPD.MHSAWET@oshpd.ca.gov or they can be submitted directly to the BidSync website, no later than the date stated in Section E., item 1. Key Action Dates. Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum, or as answers to questions at the BidSync site.

This solicitation will result in multiple awards of agreements. See Section E., item 5. Evaluation Process, for the evaluation criteria.

Agreements entered into with non-State of California entities will be completed as Grant Agreements.

Agreements entered into with State of California agencies will be completed as interagency agreements and shall be governed by Terms and Conditions, Appendix A.

Negotiation of either version of the State of California Terms and Conditions will not be allowed.

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A. Background

In November 2004, California voters approved Proposition 63, the Mental Health Services Act (MHSA). Sections 2 and 3 of the MHSA provide increased funding, personnel and other resources to support county mental health programs and monitor progress toward statewide goals for children, transition age youth, adults, older adults and families. The Workforce, Education and Training (WET) Program is one of the components of MHSA and is administered by the Office of Statewide Health Planning and Development (OSHPD).

The WET Program is funded through appropriations in the State Budget and promotes educational stipend programs modeled after the federal Title IV-E which: (i) support students who are committed to working in the public mental health system; (ii) prepare professionals to deliver public mental health services that promote wellness, recovery, and resilience; (iii) encourage the enrollment and support of individuals with consumer and family experience in the public mental health system; (iv) recruit individuals who are culturally competent and/or have life experience with the public mental health system; and (v) ensure equitable distribution of stipend recipients throughout the State.

B. Purpose and Description of Services

The goal of this RFA is to enter into a Grant Agreement, or Grant Agreements, to furnish services that: establish and manage a graduate-level educational stipend program to support students across the state who are studying to become Psychiatric Mental Health Nurse Practitioners (PMHNP) and who commit to working in California's county public mental health system; ensure stipend recipients receive clinical supervision; administratively monitor the employment of stipend recipients to ensure completion of service obligation; evaluate the stipend program; disseminate information on the effectiveness of various strategies to stakeholders across the State; and collect stipend funds in the event stipend recipients do not meet their obligation.

For the first three fiscal years of the Grant Agreement, the Grantee(s) will coordinate, administer and disburse funds from the stipend program to students who are studying to be PMHNPs and implement a curriculum that reflects the values and principles of the MHSA as defined in Title 9, California Code of Regulations Section 3320. The Grantee will also dedicate the first three years to recruiting students who are culturally competent and who have lived experience as consumers of mental health services and/or as family members of consumers into the PMHNP stipend program. By June 30 of each Fiscal Year (FY), the Grantee(s) shall provide to OSHPD an evaluation report summarizing the information required in Attachment 7.

In the last fiscal year of this agreement, the Grantee(s) will monitor students for compliance and provide to OSHPD reports with the information required in Attachment 7, including a final evaluation report that summarizes all three (3) FYs.

Carefully review and consider the detailed Scope of Work located in Attachment 6, Sample Grant Agreement, in order to complete your application.

C. Minimum Qualifications for Applicants

Applications are requested from any of the following:

Any accredited Psychiatric Mental Health Nurse Practice program in the State of California or a consortia of programs that have the capacity to address all elements detailed in the

scope of work of this RFA. This capacity is to be demonstrated by a work plan and schedule for task completion that addresses all elements in Attachment 6, Section C of this RFA.

California-based educational institutions administering distributed learning programs that can demonstrate the above are eligible to apply.

D. Developing an Application

In order to develop a successful application, applicants will be required to be responsive to this RFA in its entirety and submit the following:

1. The Applicant shall develop a work plan and schedule for task completion that describes how all elements of Attachment 6 – Sample Grant Agreement, Section C, Scope of Work will be addressed.
2. Project Personnel: List all personnel titles, job descriptions, and qualifications of those who will be working on the project with particular attention to providing outreach to potential stipend recipients, supervising stipend recipients, and helping ensure that stipend recipients are employed with qualifying employers upon graduation.
3. Facilities and Resources: Explain where the services will be provided and what types of requirements are needed to perform the services.
4. Capacity: Explain the Applicants capacity to administer the stipend program, including the number of PMHNPs educated per year, the number of PMHNPs projected to receive a stipend, and the number of PMHNPs who will be successfully placed in the Public Mental Health System in the county or counties that the Applicant identifies as serving.
5. Explain and/or demonstrate how the Applicant's program will create and/or strengthen educational partnerships, community support, and workforce preparation between the Applicant and the county(ies) throughout the state with special emphasis on OSHPD-defined Counties of Need. At least fifteen percent of each cohort being placed in field placements and payback employment must be placed in OSHPD-defined Counties of Need.

For the purposes of this RFA, OSHPD-defined Counties of Need are the counties of: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Joaquin, San Luis Obispo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, and Yuba.

6. Explain the program strategies to increase the delivery of public mental health services throughout the state with special emphasis on OSHPD-defined Counties of Need. Evidence of ability to work with the counties throughout the State of California, including OSHPD-defined Counties of Need may include agreements with one or more of the following: Regional Partnerships, counties and community-based organizations (CBO) and other relevant local entities.
7. Applicant(s) will respond to the following questions as part of the application. The questions need not be included in the Application itself:

- a) What is the total number of clinical hours that your program students are required to complete to satisfy program requirements? _____
 - b) Does the program have a required number of hours that must be spent in a field placement located in an OSHPD-defined County of Need?
Yes or No
 - c) If yes, what is the required number of hours? _____
 - d) If yes, what percent of the total number of clinical hours must students spend in OSHPD-defined County or Counties of Need? _____
 - e) What is the average (mean) number of hours spent by your program's students in public mental health sites? Calculate this based upon the actual data from student clinical records. _____
 - f) Based on the answers provided in questions 1 and 3, what percentage of your program's total clinical hours are in public mental health sites in OSHPD-defined Counties of Need? _____
8. The Applicant(s) will use the table below to show that they will place a minimum of fifteen percent of stipended students in field placements located in OSHPD-defined Counties of Need.

Field Placement Site	Address	City	Zip
<i>Example: Central Neighborhood Health Foundation</i>	<i>2707 So. Central Ave.</i>	<i>Los Angeles</i>	<i>90011</i>

- i. The Applicant(s) will demonstrate their ability to place a minimum of fifteen percent of the stipended students in payback employment in OSHPD-defined Counties of Need. To demonstrate this, the Applicant(s) will use the table below to show where their students have found employment within the last three (3) FYs.

If the student's employment practice site and/or field placement site address is unknown, list as N/A.

Grad Year	Student Last Name	Student First Name	Field Placement Site	Address	City	Zip
<i>Example: Fall 2009</i>	<i>Smith</i>	<i>John</i>	<i>Central Neighborhood Health Foundation</i>	<i>2707 So. Central Ave.</i>	<i>Los Angeles</i>	<i>90011</i>

E. Application Requirements and Information

1. Key Action Dates

Event	Date	Time
RFA available to prospective Applicants	October 15	4:00 PM PDT
Written Question Submittal Deadline	October 23	4:00 PM PDT
Written responses, if any, to be posted	October 29	5:00 PM PDT
Mandatory Pre-Application Conference Date	November 4	10:30 AM PDT
Questions & Answers from Mandatory Pre-Application Conference Posted	November 7	4:00 PM PDT
Final Date for Application Submission	December 3	3:30 PM PDT
Notice of Intent to Award	December 12	4:00 PM PDT
Proposed Grant Agreement Award Date	January 3	NA

2. Mandatory Pre-Application Conference

- a. A mandatory pre-application conference is scheduled on **November 4, 2014** 10:30 AM, PDT for the purpose of clarifying the content of this RFA. The mandatory pre-application conference will be available through conference call: (888) 278-0296, Code 233068 or in the OSHPD Sacramento, California office:

OSHPD Offices
400 R Street, Suite 330
Sacramento, California 95811

- b. Only one authorized representative from each potential Applicant is required to attend the mandatory pre-application conference. In the event a potential Applicant is unable to attend the mandatory pre-application conference, an authorized representative may attend on their behalf. Subcontractors may not represent a potential Applicant at a mandatory pre-application conference. No application will be accepted unless the Applicant or his/her authorized representative is in attendance. The representative may only sign in for one potential Applicant.
- c. Assistance for Applicants requiring reasonable accommodation due to a physical, mental or emotional impairment for the mandatory pre-application conference will be provided by OSHPD upon request. The Applicant(s) must call OSHPD at (916) 326-3635 no later than the fifth working day prior to the scheduled date and time of the mandatory pre-application conference to arrange for reasonable accommodation.

3. Cost Detail Format and Requirements

- a. An Educational Stipend is defined as funds paid either directly to a student who signed a Payback Agreement as specified Attachment 6, Section C, of this RFA or funds that are applied towards that student's tuition. Each educational stipend shall not exceed \$18,500.00 per student.
- b. The total stipend cost shall be no less than 75 percent of the total agreement amount. Applications that are less than this stipend cost may be rejected. (Example: If the total agreement amount is \$1,000.00 then the stipend cost can be no less than \$750.00)
- c. Administration Cost is defined as **any and all** activities/charges associated with administering the stipend program which includes but is not limited to, salaries, fringe benefits, vacation accrual, consultant costs, equipment, supplies, travel, sub-agreements, alterations and renovations and any costs associated with conferences, operation and maintenance of facilities, including building operation, library expenses, space, utilities, payroll, accounting, and off-campus research.
- d. The total of the administration cost shall not exceed 25 percent of the total agreement amount. (Example: If the total agreement amount is \$1,000.00; then the administration costs' maximum is \$250.00.) Applications exceeding this administration cost may be rejected.
- e. Any costs, other than stipends, must be fully documented.
- f. The major budget categories under this RFA shall be the cost of stipends per year and the yearly administration cost. The cost of each major budget category may vary up to 10 percent within each Fiscal Year (FY) without OSHPD approval so long as the total amount budgeted for the FY is not exceeded.
- g. Grant Agreements resulting from this RFA will cover State Fiscal Years 2014-15, 2015-16, 2016-17, and 2017-18. Applicants shall use the Rate Application Worksheet (Attachment 4) to prepare their cost detail.

4. Submission of Application

- a. Applications should provide straightforward and concise descriptions of the Applicant's ability to satisfy the requirements of this RFA. The application must be complete and accurate. Omissions, inaccuracies, or misstatements may be cause for rejection of an application.
- b. All applications must be submitted under **sealed** cover and received by OSHPD by the date and time shown in Section E. Application Requirements and Information, item 1. Key Action Dates. Applications received after this date and time will not be considered.
- c. A minimum of one (1) original and four (4) copies of the application must be submitted. The original application must be marked "ORIGINAL COPY". All documents contained in the original application package must have original signatures and must be signed by a person who is authorized to bind the applying entity. All additional application sets may contain photocopies of the original package. In addition, Applicant **MUST** submit an electronic copy of the application either by e-mail to Brent.Houser@oshpd.ca.gov or include a CD of the application with the submission materials.
- d. Due to limited storage space, the application package should be prepared in the least expensive method (i.e., cover page with staple in upper left-hand corner, no fancy bindings: spiral binding, 3-hole punch, etc.).
- e. The application envelopes **must** be plainly marked with the RFA number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

Office of Statewide Health Planning and Development
Attn: Brent Houser, Healthcare Workforce Development Division
400 R Street, Suite 330
Sacramento, CA 95811
RFA #14-5398

Educational Stipend Program—Psychiatric Mental Health Nurse Practitioners
DO NOT OPEN

- f. You are advised that you are responsible for ensuring that your application is received by the above listed contact person by the time and date required. Any application reaching the contact person after the deadline date and time will be returned unopened.
- g. If the application is made under a fictitious name or business title, the actual legal name of Applicant must be provided.
- h. Applications not submitted under sealed cover and marked as indicated may be rejected.
- i. All applications shall include the documents identified in Section F. Required Attachments and Attachment 1, Required Attachment Checklist. Applications not including the proper required attachments shall be deemed non-responsive. A non-responsive application is one that does not meet the basic application requirements.
- j. Applications must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and may cause an application to be rejected.
- k. An application may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all applications and may waive an immaterial deviation in an application. The State's waiver of an immaterial deviation shall in no way modify the RFA document or excuse the Applicant from full compliance with all requirements if awarded the agreement.
- l. Costs incurred for developing applications and in anticipation of award of the agreement are entirely the responsibility of the Applicant and shall not be charged to the State of California.
- m. An individual who is authorized to contractually bind the applying firm shall sign the Attachment 2, Application/Applicant Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned application may be rejected.
- n. An Applicant may modify an application after its submission by withdrawing its original application and resubmitting a new application prior to the application submission deadline as set forth in the Key Action Dates. Application modifications offered in any other manner, oral or written, will not be considered.
- o. An Applicant may withdraw its application by submitting a written withdrawal request to the State, signed by the Applicant or an authorized agent in accordance with (c) above. An Applicant may thereafter submit a new application prior to the application submission deadline. Applications may not be withdrawn without cause subsequent to application submission deadline.
- p. OSHPD may modify the RFA prior to the date fixed for submission of applications by the issuance of an addendum to all parties who received an application package.
- q. OSHPD reserves the right to reject all applications. OSHPD is not required to award an agreement and will not award an agreement if budget authority is not granted.

- r. Before submitting a response to this solicitation, bidders should review, correct all errors and comply with the RFA requirements.
 - s. Where applicable, Applicants should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
 - t. The State does not accept alternate Grant Agreement language from a prospective Grantee. An application with such language will be considered a counter offer and will be rejected. The Terms and Conditions outlined in Attachment 6, Sample Grant Agreement are not negotiable.
 - u. No oral understanding or agreement shall be binding on either party.
5. Evaluation Process

Multiple Grant Agreements may be awarded under this RFA. Final award by OSHPD will include consideration of how geographic needs in California and in OSHPD-defined Counties of Need will be met.

- a. At the time of application opening, each application will be checked for the presence or absence of required information in conformance with the submission requirements of this RFA.
- b. Applications that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Applicant may be rejected.
- c. The final awards will be to the highest scored Applications.

Evaluation Tool	
Technical Merit Scoring Criterion	Maximum Points
<p>Detailed Work Plan and Schedules The Work Plan (methods for implementing) and schedule (when) for task completion that realistically and thoroughly describes how the Applicant will successfully implement all services as described in Attachment 6, Section C-Scope of Work of this RFA.</p>	20
<p>Project Personnel List all personnel titles, job descriptions, and qualifications of those who will be working on the project with particular attention to providing outreach to potential stipend recipients, ensuring the representatives from OSHPD-defined Counties of Need are on the awards committee, supervising stipend recipients, and helping ensure that stipend beneficiaries are employed with qualifying employers upon graduation.</p>	15
<p>Strength of the Program Explain and/or demonstrate how the program will/has created and/or strengthened educational partnerships, community support, and workforce preparation between the Applicant and the county(ies) the Applicant(s) serve.</p>	20
<p>OSHPD-Defined Counties of Need Explain and/or demonstrate how the program will/has created and/or strengthened educational partnerships, community support, and workforce preparation between the Applicant and the OSHPD-defined County(ies) of Need such that the program will place at least 15 percent of each cohort in OSHPD-defined Counties of Need.</p>	15
<p>Technical Merit Maximum Possible Points</p>	70

<p>Budget/Rates OSHPD will score the cost effectiveness of the administration costs needed to effectively and successfully implement and administer the stipend program.</p> <p>Rate proposals will be equalized to a per stipend rate, by the following formula:</p> <p>(Total Administrative Cost) divided by (Number of Stipends Requested) equals Rate Per Stipend.</p> <p>Lowest Rate Per Stipend will be awarded the maximum of thirty (30) points. Other applications will be awarded cost points using the following calculation:</p> <p>Lowest Rate Per Stipend divided by Other Per Stipend Rate then multiplied by 30 (max number of points available)</p>	30
Total Possible Points	100

6. Award and Protest

- a. A total of \$2,964,217.00 shall be available for the Psychiatric Mental Health Nurse Practitioners stipend program in FYs 2014-15, 2015-16, 2016-17, and 2017-18. No less than \$2,223,163.00 of that amount shall be of that amount shall be spent on educational stipends over FYs 2014-15, 2015-16, and 2016-17. No more than \$741,054.00 of that amount shall be spent on the administrative cost as defined in Section 3c of this RFA in FYs 2014-15, 2015-16, 2016-17, and 2017-18.
- b. OSHPD reserves the right to determine the number of Grant Agreement(s) to be awarded and to modify the amount awarded to each Grantee.
- c. In accordance with Government Code Section 11256, OSHPD reserves the right to enter into an Interagency Agreement with a Grantee if the Grantee is a State agency.
- d. Notice of the proposed award shall be posted in a public place in the offices of OSHPD, 400 R Street, Room 359, for five (5) working days prior to awarding the agreement.
- e. Protest Procedures:
 - i. A Letter of Protest must be received at the following address not later than five (5) working days (excluding the first day and including the last day) from the date of the posting of Notice of Intent to Award:

RFA # 14-5398
Educational Stipend Program-Psychiatric Mental Health Nurse Practitioners
Letter of Protest
Office of Statewide Health Planning and Development
400 R Street, Suite 330
Sacramento, CA 95811
Attn: Brent Houser

- ii. The only acceptable delivery method for the Letter of Protest is by a postal service (United States Post Office, Federal Express, etc.). The Letter of Protest cannot be hand delivered by the Applicant, faxed, or sent by electronic mail. Any letter received without an original signature and/or by a delivery method other than a postal service will not be considered.
- iii. The Letter of Protest must describe the factors which caused the Applicant to conclude that the Evaluation Committee did not follow the prescribed rating standards, explain why the score is in conflict with the rating standards or the Grant Agreement award process described in the RFA, and identify specific information in the application that the Applicant believes was overlooked or misinterpreted. The Letter of Protest may not provide any additional information that should have been included in the original application.
- iv. If any Applicant files a Letter of Protest, the Grant Agreement shall not be awarded until OSHPD has reviewed the protest.
- v. OSHPD's decision will be rendered within five (5) working days of the receipt of the Letter of Protest and will be considered final.

7. Disposition of Applications

Upon application opening, all documents submitted in response to this RFA will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

8. Agreement Execution and Performance

- a. It is anticipated that the agreement will begin on **January 3, 2015**. No work shall begin until all approvals have been obtained.
- b. Should the Grantee fail to commence work at the agreed upon time, OSHPD, upon five (5) days written notice to the Grantee, reserves the right to terminate the agreement.
- c. All performance under the agreement shall be completed on or before the termination date of the agreement.
- d. By June 30 of each Fiscal Year, Grantee(s) will provide to OSHPD an evaluation summarizing the information required in Attachment 7, Progress Report Template.
- e. OSHPD will evaluate the Grantee(s)' performance to determine whether and to what extent they are meeting the deliverables.
- f. OSHPD reserves the right to cancel the Grant Agreement should the deliverables not meet OSHPD's expectations.

F. Required Attachments

The following pages contain additional Attachments that are a part of this RFA.

- Attachment 1 Required Attachment Check List
- Attachment 2 Application/Applicant Certification Sheet
- Attachment 3 Work Plan and Schedule for Task Completion
- Attachment 4 Sample Rate Application Worksheet
- Attachment 5 Payee Data Record (STD 204)

The following attachments are included for your reference only. Only the successful Applicant will submit these documents, after an award is made.

- Attachment 6 Sample Grant Agreement
- Attachment 7 Mental Health Services Act Educational Stipend Progress Report

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

Applicant Name: _____

A complete application or application package will include the items identified below. Complete this checklist to confirm the items in your application. Place a check mark or “✓” next to each item that you are submitting to the State. For your application to be responsive, all required attachments must be returned. This checklist must be returned with your application package also.

<u>✓</u>	<u>Attachment</u>	<u>Attachment Name/Description</u>
_____	Attachment 1	Required Attachment Check List
_____	Attachment 2	Application/Applicant Certification Sheet
_____	Attachment 3	Work Plan and Schedule for Task Completion
_____	Attachment 4	Sample Rate Application Worksheet
_____	Attachment 5	Payee Data Record (STD 204)

ATTACHMENT 2

APPLICATION/APPLICANT CERTIFICATION SHEET

This Application/Applicant Certification Sheet must be signed and returned in duplicate with original signatures.

Do not return Section E. Application Requirements and Information, or the "Sample Grant Agreement" at the end of this RFA.

The signature affixed hereon and dated certifies compliance with all the requirements of this application document. The signature below authorizes the verification of this certification.

An Unsigned Application/Applicant Certification Sheet May Be Cause for Rejection

Company Name	Telephone Number
Address	Fax Number
Name	Title
Signature	Date

ATTACHMENT 3

WORK PLAN AND SCHEDULE FOR TASK COMPLETION

(Your Work Plan and Schedule for Task Completion will be Attachment 3)

ATTACHMENT 4

SAMPLE RATE APPLICATION WORKSHEET

Applicant's Name: _____

Applicant hereby proposes to furnish all services and to perform all work required in accordance with the conditions and scope of services as set forth in Attachment 6, Section C - Scope of Work, and in Applicant's Application.

Total Number of Stipends Proposed: _____ Administrative Cost: \$ _____

Grant Total Budget Proposal: \$ _____

The Administration Cost may not exceed 25 percent of the total dollar amount of the agreement. The budget should be allocated over Four (4) years to suit the Applicant's needs.

	FY 2014-15	FY 2015-16	FY 2016-17	FY2017-18	Subtotals
Number of Stipends Proposed	# _____	# _____	# _____	- 0 -	Total Number of Stipends Proposed
Cost of Stipends (# of stipends x \$18,500)	\$ _____	\$ _____	\$ _____	- 0 -	Total Stipend Costs
Yearly Administration Cost (not to exceed 25 percent of proposed agreement)	\$ _____	\$ _____	\$ _____	\$ _____	4 years Administration Cost \$ _____
Yearly Totals	\$ _____	\$ _____	\$ _____	\$ _____	Grand Total \$ _____

*The amounts indicated above will be used solely for comparison of bids. The State makes no guarantee, expressed or implied for actual amount of stipends awarded or services to be performed. However, the actual rates quoted above by the Applicant shall be binding for the term of the Agreement.

*The amounts indicated above will be used solely for comparison of applications. The State makes no guarantee, expressed or implied for actual amount of stipends awarded or services to be performed. However, the actual rates quoted above by the Applicant shall be binding for the term of the Agreement.

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003)(REVERSE)(CA ST PKG, EXCEL 9/22/2004)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code</p>
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>

ATTACHMENT 6
SAMPLE GRANT AGREEMENT

GRANT AGREEMENT BETWEEN THE
OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT AND
«Grantee»
For The
EDUCATION STIPEND PROGRAM – PSYCHIATRIC MENTAL HEALTH NURSE
PRACTITIONER GRANT AGREEMENT NUMBER «Grant_Number»

THIS AGREEMENT (“Agreement”) is entered into on January 3, 2015 by and between the State of California, Office of Statewide Health Planning and Development (“OSHPD”) and _____ (the “Grantee”).

WHEREAS, the Welfare and Institutions Code Section 5822(C) statutorily authorized OSHPD to create a stipend program modeled after the federal Title IV-E program for persons enrolled in academic institutions who want to be employed in the mental health system.

WHEREAS, the Healthcare Workforce Development Division (“HWDD”) supports healthcare accessibility through the promotion of a diverse and competent workforce while providing analysis of California's healthcare infrastructure and coordinating healthcare workforce issues.

WHEREAS, counties have identified an occupational shortage of Psychiatric Mental Health Nurse Practitioners.

WHEREAS providing stipends for Psychiatric Mental Health Nurse Practice is included as a priority strategy under the WET Five-Year Plan 2014-2019 which was approved by the California Mental Health Planning Council.

WHEREAS Psychiatric Mental Health Nurse Practice programs will develop and implement stipend program strategies that align with the WET Five-Year Plan 2014-2019 and address regional needs by strengthening recruitment, training, education, and retention of the public mental health system workforce.

NOW THEREFORE, OSHPD and the Grantee, for the consideration and under the conditions hereinafter set forth, agree as follows:

A. Definitions:

1. “Agreement Funds” means the money provided by OSHPD for the Program described by Grantee in the Scope of Work/Deliverables contained herein.
2. “Caregivers” means adoptive parents and their partners, foster parents and their partners, grandparents and their partners who are now or have in the past been the primary caregiver for a child, youth, or adolescent with a mental health challenge who accessed mental health services.
3. “Community Based Organization” means an organization that is providing services in the community where clients live and have their natural supports.
4. “Consumer” means Referred to as Client in *Title 9, CCR, Section 3200.040*, is an individual of any age who is receiving or has received mental health services. The term

“client” includes those who refer to themselves as clients, consumers, survivors, patients or ex-patients.

5. “Community-Identified” means strategies that have been identified as being effective by cultural and ethnic communities but that have not been demonstrated by empirical evidence.
6. “Cultural Competence” means a set of congruent practice skills, behaviors, attitudes and policies in a system, agency, or among those persons providing services that enables the system, agency, or those persons providing services to work effectively in cross cultural situations. *Title 9, CCR, Section 1810.211*
7. “Diversity” means dimensions of race/ethnicity, gender, sexual orientation/identity, socio-economic status, age, physical and/or mental/neurological abilities, language, geographical location (i.e. urban/rural), veteran, and/or other pertinent characteristics.
8. “Director” means the Director of the Office of Statewide Health Planning and Development or his designee.
9. “Distributed Learning” means an instructional model that involves using various information technologies to help students learn such as video or audio conferencing, satellite broadcasting, and multimedia formats.
10. “Grantee” means the entity in charge of administering the Agreement Funds and providing Agreement Scope of Work/Deliverables.
11. “Mental Health Services” means an individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral. *Title 9, CCR, Section 1810.227*
12. “OSHDP-defined Counties of Need” means counties in which two or fewer stipend recipients were placed in field placement and employment payback FY 2012-13.
13. “Other Sources of Funds” means all cash, donations, or in-kind contributions that are required or used to complete the Program in addition to the Agreement funds provided by this Agreement.
14. “Penetration Rates” means estimate of how many individuals the program aims to serve as compared to how many are served by the program. The estimate is based on the total number of individuals needing mental health or substance use services, regardless if those individuals are or will be eligible for PMHS services.
15. “Postsecondary Education” Any education past high school including education programs that provide: certificates, technical degrees, Associates, Bachelors, Masters, and Doctorate.
16. “Program Representative” means the Representative of Grantee’s training program(s) for which Agreement funds are being awarded.

17. "Program" means the activity described in the Grantee's Scope of Work to be accomplished with the Agreement Funds.
18. "Public Mental Health System (PMHS)" means publicly-funded mental health programs/services and entities that are administered, in whole or in part, by the State Departments or county. It does not include programs and/or services administered, in whole or in part by federal, state, county or private correctional entities.
19. "Public Mental Health System Workforce" means current and prospective department and/or county personnel, county contractors, volunteers, and staff in community-based organizations, who work or will work in the Public Mental Health System. *Title 9, CCR, 3200.254*
20. "Severe Mental Illness" means a condition deserving priority attention, including prevention and early intervention services and medical and supportive care. *MHSA Section 3 (a)*
21. "State" means the State of California and includes all its Departments, Agencies, Committees and Commissions.
22. "Underrepresented" means populations that are underrepresented in the mental health professions relative to their numbers in the total population.
23. "Underserved" means clients of any age who have been diagnosed with a serious mental illness and/or serious emotional disturbance and are receiving some services, but are not provided the necessary or appropriate opportunities to support their recovery, wellness and/or resilience. When appropriate, it includes clients whose family members are not receiving sufficient services to support the client's recovery, wellness and/or resilience. These clients include, but are not limited to, those who are so poorly served that they are at risk of homelessness, institutionalization, incarceration, out-of-home placement or other serious consequences; members of ethnic/racial, cultural, and linguistic populations that do not have access to mental health programs due to barriers such as poor identification of their mental health needs, poor engagement and outreach, limited language access, and lack of culturally competent services; and those in rural areas, Native American Rancherias and/or reservations who are not receiving sufficient services. *Title 9, CCR, 3200.300*
24. "Unserved" means those individuals who may have serious mental illness and/or serious emotional disturbance and are not receiving mental health services. Individuals who may have had only emergency or crisis-oriented contact with and/or services from the County may be considered unserved. *Title 9, CCR, 3200.310*

B. Terms of the Agreement:

1. This Agreement shall take effect on the January 3, 2015 and shall terminate on June 30, 2018.
2. The Grantee will submit any requests to extend the Grant Agreement period in writing to OSHPD. Requests for a time extension must be made to OSHPD no later than ninety (90) calendar days prior to the expiration of the Agreement, may be granted at OSHPD's sole discretion. There shall be no activity pursuant to this Agreement after its expiration. In no event shall an extension of time approved by OSHPD constitute an increase in funding under this Agreement.

C. Scope of Work/Deliverables:

1. The _____ (Grantee) agrees to provide to the Office of Statewide Health Planning and Development (OSHPD) an educational stipend program that includes the following:
 - a. Grantee shall distribute educational stipends to ____ graduate students per year at a maximum rate of \$18,500.00 per student, to students who shall be expected to graduate with an advanced degree in Psychiatric Mental Health Nurse Practice (MSN/PhD). Students who receive stipends under this Grant Agreement shall graduate no later than June 30, 2017.
 - b. Grantee shall dedicate the first three (3) years of the Grant Agreement to: identifying stipend recipients; distributing stipend funds; implementing curriculum and methods of teaching that appropriately integrate theory and practice, and promote the values of wellness, recovery and resilience as expressed in the Mental Health Services Act (MHSA); to help support efforts to increase consumer and family member employment in the public mental health workforce; and to help support efforts to contribute to a diverse, culturally sensitive, and competent public mental health workforce; providing student support and oversight; and ensuring student placement in qualifying agencies.
 - c. The Grantee shall dedicate the last year of the Grant Agreement to ensuring that each student supported by a stipend secures employment and assisting students who had received a stipend secured qualifying employment. The Grantee(s) shall report to OSHPD on stipend recipients' completion of their degrees and the completion of each stipend employment commitment.
 - d. Grantee shall meet with management, line staff, and consumer/family member groups in the Applicant's catchment area to build relationships and address questions and issues of individuals who are interested in the PMHNP stipend program.
 - e. Grantee will ensure that only eligible graduate students may participate in the stipend program. Students participating in the stipend program shall complete mental health coursework that is consistent with the principles and values of the MHSA and a select field placement in a public mental health agency. The Grantee(s) shall ensure that students receiving awards meet general requirements for employment in a county mental health department, or with a Contractor of a public mental health agency.
 - f. Grantee will mentor graduate-level PMHNPs during their coursework, as they seek employment in community public mental health, and will support PMHNP stipend recipients in their job search by working with public mental health agencies.
 - g. Grantee will implement and disseminate a curriculum for graduate-level PMHNPs to prepare them to work in public mental health. It will include the areas specified in Title 9, California Code of Regulations Section 3320.
 - h. Grantee shall ensure that information about the availability of the stipend program is sufficiently distributed to reach persons from unserved and underserved areas, OSHPD-defined Counties of Need, consumers and family members as well as from the culturally diverse populations served by public mental health agencies.

- i. Grantee will identify and provide to OSHPD information pertaining to the successes and challenges regarding the recruitment, retention, training, and employment of culturally diverse students from unserved and underserved communities as well as students who are consumers and/or family members of consumers.
- j. Grantee shall ensure that students provide evidence of qualifying employment to the Grantee(s) within one hundred and eighty (180) days after conferral of the MSN/PhD degree.
- k. Grantee is responsible for assuring that all students in the PMHNP stipend program sign a Payback Agreement requiring them to work in the public mental health system. The Payback Agreement shall contain specific and legally binding repayment provisions should the student not fulfill the employment commitment provisions within a specified period of time. The Grantee(s) shall design and distribute the Payback Agreement. The Payback Agreement must be signed in advance of the student receiving stipend funds. Financial payback waivers are allowed for students that experience a permanent disability or serious behavioral or medical health hardship, including death, which prevents eligible employment within 18 months of degree conferral. Grantee shall be responsible for approving waivers and providing OSHPD data on waivers including student identifier, reason of waiver, date of waiver, amount of funds waived, and approval process for waivers.
- l. The payback-agreed employment shall be prorated based on the amount of the stipend grant; a full stipend will require 12 consecutive months of payback whereas half of the stipend will require 6 consecutive months of payback. Stipend amounts shall be awarded on a basis commensurate with the student's status; a full-time student shall receive a full stipend and a part-time student shall receive half the stipend. Stipends will not be awarded for less than half of the maximum amount and payback will not be less than 6 consecutive months. Employment can be paid or unpaid employment.
- m. Grantee shall ensure that students, who begin, but do not finish, an academic school year, or who withdraw from the PMHNP stipend program repay stipend funds received.
- n. Grantee is responsible for monitoring the employment status of graduates of the PMHNP stipend program subsequent to completion of the MSN/PhD degree, and for determining, and reporting to OSHPD, the completion of each stipend employment commitment. Persons who do not comply with stipend employment commitment provisions shall be required to repay all stipend funds received.
- o. Grantee is required to develop and utilize mechanisms to collect stipend repayments from individuals who do not complete the program pursuant to the Payback Agreement. Legal and collection services required in such collection shall be the responsibility of the Grantee(s). The Grantee(s) is responsible for returning the stipend amount to OSHPD whether or not the Grantee is able to recover the stipend from the student. Payments may be treated as a refund and deducted from the invoice cost.
- p. Grantee shall institute a mechanism to evaluate a student's effort to secure qualifying employment. If the student has not secured employment, and if it is determined that a good faith effort to secure employment has been made, the Grantee(s) may modify the time frame by which qualifying employment must be obtained. Such modified agreements must be specific, and shall require a showing of good faith effort by the

student to find qualifying employment. Requests for agreement modification shall be reported to OSHPD along with quarterly progress reports. The service obligation for the students who receive stipends under this Grant Agreement shall be completed no later than June 30, 2019.

- q. If Grantee works with more than one school, Grantee(s) will have full responsibility for coordination with those schools.
- r. Grantee will ensure that both first and second-year full-time and part-time students are able to apply to participate in the stipend program. Students who are enrolled on a part-time basis will have their stipend prorated accordingly. Student applications will include a statement of career objectives.
- s. Grantee will educate and place students in the State of California with special emphasis on OSHPD-defined Counties of Need. At least fifteen percent of each cohort being placed in field placements and payback employment must be placed in OSHPD-defined Counties of Need.

For the purposes of this agreement, OSHPD-defined Counties of Need are the counties of Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Joaquin, San Luis Obispo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, and Yuba.

- s. Grantee will ensure that each school will have an awards committee with equal representation from the school and from the public mental health agencies that hire PMHNPs. The Grantee(s) will make a good-faith effort to include representatives from OSHPD-defined Counties of Need on its awards committee.
 - t. Applicants who reflect the diverse populations served by public mental health, applicants who are consumers and their families, and applicants who will serve in communities with a demonstrated shortage of licensed staff will be encouraged to apply.
 - u. Grantee will develop a methodology to quantify and report on Grant Agreement deliverables. This includes an assessment of the stipend program's impact on the public mental health system workforce over time. The Grantee(s) will notify OSHPD of the number of students receiving stipends and will provide reports and tables with the information contained in Attachment 7.
 - v. Grantee shall credit OSHPD and the MHSA in all publications resulting from this Grant Agreement.
 - w. Grantee shall not conduct lobbying activities as part of this Grant Agreement.
2. Grantee shall perform the services at _____ and at appropriate field placement site.
 3. The services shall be provided during academic school hours including hours dictated by the requirements of clinical supervision.

4. The project representatives during the term of this agreement shall be:

Program Representatives:

Office of Statewide Health Planning and Development	Grantee's Name
Section/Unit:	Section/Unit:
Attention:	Attention:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:

Direct all administrative inquiries to:

Office of Statewide Health Planning and Development	Grantee's Name
Section/Unit:	Section/Unit:
Attention:	Attention:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:

D. Program Reports

1. Progress reports are due bi-annually/quarterly [OSHPD will insert one or the other depending on the institution's schedule].
2. Email the electronic copy of the Progress Reports to OSHPD.MHSAWET@oshpd.ca.gov and mail the hard copy to:

Office of Statewide Health Planning and Development
Healthcare Workforce Development Division
Attention: Program Manager (to be assigned)
400 R Street, Room 330
Sacramento, CA 95811

3. Use the standardized Progress Report template (Attachment 7)
4. Data requested on template must be included in appropriate Progress Report
5. Sign-in sheets for classes or workshops must be readable
6. Large deliverables such as books, CDs, articles, etc. should be sent in an electronic version as an attachment with the Progress Report. A note in the hard copy should refer to attachments sent.
7. OSHPD will not accept Progress Reports faxed or dropped off at the Security Desk or the Accounting Office.
8. By June 30 of each Fiscal Year, Grantee will provide to OSHPD an evaluation summarizing the information required in Attachment 7, Progress Report Template.
9. OSHPD reserves the right to cancel this agreement in accordance with Section J, Termination for Cause, if, in any fiscal year, the deliverables do not meet OSHPD's expectations.

E. Invoicing

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, OSHPD agrees to compensate Grantee in accordance with the yearly rates specified in the Cost Worksheet located in Section F. Budget Detail.
2. To expedite the processing of invoices submitted to OSHPD for payment, all invoices shall be submitted in triplicate to OSHPD Accounting at the following address:
Office of Statewide Health Planning and Development (OSHPD)
Attn: Accounting
400 R Street, Suite 359
Sacramento, CA 95811
3. The following items are required on all invoices:
 - a. Invoice should be on Grantee's printed letterhead with Grantee name and address;
 - b. Costs incurred shall be itemized in accordance with the Cost Worksheet located in Section F. Budget detail;
 - c. Date(s) of services or Progress Reports provided;
 - d. OSHPD agreement number 14-XXXX;
 - e. Invoice date;
 - f. Invoice total; and
 - g. Authorizing signature.
4. The Grantee shall not invoice OSHPD for work performed under this Agreement until the Grantee receives confirmation from OSHPD that the Progress Reports reflected in the invoice have been completed to OSHPD's satisfaction.
5. Invoices shall be submitted not more frequently than quarterly in arrears.
6. Invoices will not be paid until the Progress Report is reviewed and approved.
7. No payment shall be due to Grantee until OSHPD Accounting receives an accurate invoice reflecting services rendered.

F. Budget Detail

1. Grantee shall furnish all services and perform all work required in accordance with the conditions and scope of services as set forth in Section C - Scope of Work/Deliverables, and in Applicant's Application. Charges/rates shall be computed in accordance with the budget detail in Section C. The major budget categories shall be the cost of stipends per year and the yearly administration cost. The Administration Cost may not exceed 25 percent of the total dollar amount of the agreement. The cost of each major budget category may vary up to 10 percent within each Fiscal Year (FY) without OSHPD approval so long as the total amount budgeted for the FY is not exceeded and so long as the line-items in the budget are not co-mingled.

Total Number of Stipends: _____

Administrative Cost: _____

	FY2014-15	FY2015-16	FY2016-17	FY2017-18	Subtotals
Number of Stipends Proposed	# _____	# _____	# _____	- 0 -	Total Number of Stipends Proposed
Cost of Stipends (# of stipends x \$18,500)	\$ _____	\$ _____	\$ _____	- 0 -	Total Stipend Costs _____
Yearly Administration Cost (not to exceed 25 percent of proposed agreement)	\$ _____	\$ _____	\$ _____	\$ _____	4 years Administration Cost
Yearly Totals	\$ _____	\$ _____	\$ _____	\$ _____	Grand Total \$ _____

2. Records Retention and Audit:

- a. The Grantee shall permit the OSHPD Director, or the Auditor General, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its nursing education program for the purpose of audit and examination.
- b. The Grantee shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this grant (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.
- c. The Grantee agrees to make available at the office of the training institution at all reasonable times during the period set forth in subparagraph 4 below any of the records for inspection, audit or reproduction by an authorized representative of the State.
- d. The Grantee shall preserve and make available its records (a) for a period of three (3) years from the date of final payment under this Agreement, and (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by subparagraph (I) or (II) below:
 - i. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - ii. Records which relate to (i) litigation of the settlement of claims arising out of the performance of this Agreement, or (ii) costs and expenses of this Agreement as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the training institution until disposition of such appeals, litigation, claims, or exceptions.

G. Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.
3. If this Grant Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the fiscal year(s) following that during which this Grant Agreement was executed, the State may exercise its option to cancel this Grant Agreement.

In addition, this Grant Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Grant Agreement in any manner.

H. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

I. Budget Adjustments

1. Budget adjustments consist of a change within the approved budget that does not amend the total amount of the grant.
2. All requests for extending the grant period shall be submitted in writing to OSHPD for approval. Requests for a time extension must be made to OSHPD no later than one hundred twenty (120) calendar days prior to the expiration of the Agreement. There shall be no activity on an Agreement after its expiration.

J. Terms and Conditions:

Except as provided in Appendix A, the following terms and conditions shall apply to all Grantees. Agreements with the State, the Regents of the University of California and the California State University system which shall be treated as Interagency Agreements and language in Appendix A shall replace the language in this Section J-General Terms and Conditions.

1. Time: Time is of the essence in this Agreement. Grantee will submit the required deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and scheduling issues, to adhere to the terms of the Agreement, is the sole responsibility of the Grantee.
2. Final Agreement: This Agreement, along with the Grantee's application, attachments and forms constitutes the entire and final agreement between the parties and supersedes any and all prior oral or written agreements or discussions.

3. Ownership and Public Records Act: All reports and the supporting documentation and data collected during the funding period which are embodied in those reports, shall become the property of the State and subject to the Public Records Act.
4. Additional Audits: Grantee agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., Cal. Code Regs. tit. 2, §1896).
5. Provisions Relating to Data:
 - a. "Data" as used in this Grant Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Grant Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical models, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
 - b. "Generated data" is that data, which a Grantee has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Grant Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Grantee in the performance of this Grant Agreement at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
 - c. "Deliverable data" are that data which, under terms of this Grant Agreement, are required to be delivered to the State. Such data shall be property of the State.
 - d. Prior to the expiration of any legally required retention period and before destroying any data, Grantee shall notify the State of any such contemplated action; and State may within thirty (30) days of said notification determine whether or not the data shall be further preserved. The State shall pay the expense of further preserving the data. State shall have unrestricted reasonable access to the data that are preserved in accordance with this contract.
 - e. Grantee shall use best efforts to furnish competent witnesses to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Grant Agreement.
6. Independent Grantee: Grantee and the agents and employees of the Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
7. Non-Discrimination Clause: During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental

disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

8. Waiver: The waiver by OSHPD of a breach of any provision of this Agreement by Grantee will not operate or be construed as a waiver of any other subsequent breach. OSHPD expressly reserves the right to disqualify Grantee from any future grant awards for failure to comply with the terms of this Agreement.
9. Approval: This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.
10. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
11. Assignment: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
12. Indemnification: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee's, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
13. Disputes: Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement, shall be resolved as follows:
 - a. The Grantee will discuss the problem informally with the OSHPD Program Manager. If unresolved, the problem shall be presented, in writing, as a grievance to the Deputy Director, Healthcare Workforce Development Division stating the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought.
 - b. The Deputy Director shall make a determination within ten (10) working days after receipt of the written grievance from the Grantee and shall respond in writing to the Grantee indicating the decision and reasons for it. The Deputy Director's decision will be final.
14. Termination For Cause: OSHPD may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. OSHPD shall hold final discretion to approve

and/or reimburse Grantee for any final pending invoices in the contract at the time of termination.

15. Potential Subcontractors: Nothing contained in this Agreement shall create any contractual relation between the State and any subcontractor of the Grantee, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for any and all acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from OSHPD's obligation to disburse funds to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any money to any subcontractor.

16. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

17. Unenforceable Provision: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

NEED this:

IN WITNESS WHEREOF, the parties hereto have executed or have caused their duly authorized officers to execute this Agreement as of the date first written above.

OFFICE OF STATEWIDE HEALTH
PLANNING AND DEVELOPMENT

GRANTEE: «Grantee»

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPENDIX A
TERMS AND CONDITIONS FOR INTERAGENCY AGREEMENTS

1. Time: Time is of the essence in this Agreement. Grantee will submit the required deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and scheduling issues, to adhere to the terms of the Agreement, is the sole responsibility of the Grantee.
2. Final Agreement: This Agreement, along with the Grantee's Application, attachments and forms constitutes the entire and final Agreement between the parties and supersedes any and all prior oral or written agreements or discussions.
3. Additional Audits: Grantee agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., Cal. Code Regs. Tit. 2, §1896).
4. Provisions Relating to Data:
 - a. "Data" as used in this Grant Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Grant Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical models, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
 - b. "Generated data" is that data, which a Grantee has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Grant Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Grantee in the performance of this Grant Agreement at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
 - c. "Deliverable data" are that data which, under terms of this Grant Agreement, are required to be delivered to the State. Such data shall be property of the State.
 - d. Prior to the expiration of any legally required retention period and before destroying any data, Grantee shall notify the State of any such contemplated action; and State may within thirty (30) days of said notification determine whether or not the data shall be further preserved. The State shall pay the expense of further preserving the data. State shall have unrestricted reasonable access to the data that are preserved in accordance with this Grant Agreement.
 - e. Grantee shall use best efforts to furnish competent witnesses to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Grant Agreement.

5. Waiver: The waiver by OSHPD of a breach of any provision of this Agreement by the Grantee will not operate or be construed as a waiver of any subsequent breach. OSHPD expressly reserves the right to disqualify Grantee from any future grant awards for failure to comply with the terms of this Agreement.
6. Approval: This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.
7. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
8. Disputes: Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement, shall be resolved as follows:
 - a. The Grantee will discuss the problem informally with the OSHPD Program Manager. If unresolved, the problem shall be presented, in writing, as a grievance to the Deputy Director, Healthcare Workforce Development Division stating the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought.
 - b. The Deputy Director shall make a determination within ten (10) working days after receipt of the written grievance from the Grantee and shall respond in writing to the Grantee indicating the decision and the reasons for it. The Deputy Director's decision will be final.
9. Termination For Cause: OSHPD may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided.

ATTACHMENT 7
MENTAL HEALTH SERVICES ACT EDUCATIONAL STIPEND PROGRAM PROGRESS
REPORT

Purpose: This Quarterly or Bi-annual progress report describes the deliverables for which the institution is invoicing for this quarter.

Date:

Program Name:

Grant Agreement # and executed date:

Report # since Grant Agreement was executed:

The following are the sections of the report:

1. Contact information
2. Program Philosophy
3. Program Objectives
4. Program Description
5. Adherence to MHSA
6. Program Updates and Modifications
7. Program Benefits
8. Program Recruitment
9. Student Selection Process
10. Student Outcomes
11. Graduates Outcomes
12. Student Mentoring
13. Budget Information
14. Additional Documents

I. Contact Information

Name	Position/Title	Phone	E-mail

II. Program Philosophy

NOTE: Please describe only if this has changed since you submitted your Application.

- Provide a brief (no more than four (4) sentences) description of your program philosophy
- Briefly describe in no more than four sentences how this philosophy aligns with the values and principles of the Mental Health Services Act

III. Program Objectives

NOTE: Please describe only if this has changed since you submitted your Application.

- Briefly (in no more than four (4) sentences per objective), list your program's top five (5) objectives

IV. Program Description

- List the Community Based Organizations with which your program (or Contractors) has agreements to provide your students with placement/traineeship/internship/clinical placement/practicum, as appropriate. The compilation, publication and frequent update of these lists

will enable OSHPD to report on your programs' accomplishments and will assist your program/consortium in more appropriately placing students and graduates. The list *must be* in the format of the table below.

Name of Community Based Organization (CBO)*	County where CBO is located**	Number of Students Placed This Reporting Period

*County Departments of Mental and/or Behavioral health may be listed

**OSHPD recognizes that different programs title such lists differently (e.g., "Agencies Qualifying for Stipend Employment", "Clinical Placements", etc. and that these tables contain very different data with some containing only the names of the CBOs while others contain the street address, telephone numbers and contact information) but requests that the table be titled in this manner for easier data compilation and reporting.

- Brief description (no more than four (4) sentences per activity) of the coursework provided. Give examples of the kind of consumer and family member outreach and training your program or consortium may participate in. If your program is a consortium, list member schools that you would particularly like to highlight. The description should include:
 - 1) How often consumers and/or family members present to the class/consortium members and the nature of those presentations, as applicable or known
 - 2) Any immersion activities (e.g., at the Village) your staff and/or students participated in, as applicable
 - 3) Any consumer and/or family-led trainings faculty and/or students participated in, as applicable
 - 4) The "fieldwork" students perform in consumer-run programs, as applicable
 - 5) Elements of the curriculum pertinent to the MHSA and which you would like to highlight.
 - 6) Any other accomplishments you would like to highlight.
- In no more than four (4) sentences, highlight one or two stipend recipients who exemplify the values and principles of the MHSA. This information will enable OSHPD to highlight their accomplishments in its publications and presentations.

Example:

Linda experienced the upheavals of immigration when her family came to the United States from the former Soviet Union when she was eight years old. In her personal statement she wrote "I chose to become a psychiatric mental health nurse practitioner so I could serve those who, like my family, are too easily missed by the system." Throughout her career she provided culturally sensitive services to often mono-lingual Russian speaking individuals who were homeless, HIV-positive, abusing substances, and/or sex workers.

V. Competencies and Curricula Addressing Mental Health Services Act Values, Principles, and Practices

- A. Describe common (in the case of consortia) or specific (in the case of a single university) competencies that you have identified as critical for students to learn in order to succeed as professionals in recovery-oriented public mental

health systems. You may list them below or attach a list.

- B.** Using the table below, provide the courses your institution has implemented to meet the values and principles of the Mental Health Services Act as stated in Title 9, California Code of Regulations, Section 3320.

Courses Available to MH Stipend Students During Stipend Year (Title)	Hours/Units	Required (X)	Elective (X)	How Course Addresses MHSA Values, Principles and/or Practice Skills

- C.** Please select the methods in the following table that are typically used in your graduate program to address MHSA values, principles, and practice skills in coursework, internships, or other venues using the table below:

Method	Does Your Program Use This Method?	If Yes, Required Course	If Yes, Elective Course	No-Credit Activity
Lectures and reading assignments in courses taught by faculty/teaching staff				
Lectures and reading assignments in courses co-taught by consumers, family members, providers, or others				
Guest lectures/presentations by consumers, family members, providers, or others (i.e. are part of the syllabus for the course)				
Guest lectures/presentations by consumers, family members, providers, or others at school institutes, annual lectures, "brown bag" gatherings, etc.				
Individual supervision in internship				

Method	Does your program use this method?	If Yes, Required Course	If Yes, Elective Course	No-Credit Activity
Group supervision in internship				
Seminars/meetings				
Research project about an MHSA-relevant topic				
Job search trainings				
Immersion				
Placements in consumer-run organizations				
Other (please describe below)				

VI. Program Updates and Modifications

Provide a brief (no more than four (4) sentences) description of what your program is doing to revise the curricula in Section V.

VII. Program Benefits (optional)

- Briefly list no more than three (3) top benefits the community experienced as a result of your program. Indicate the community/communities responding. Examples of benefits could include but are not limited to:
 - Expanded services to a population being served by a County/CBO
 - Expanded service to an additional population (increased penetration rate)
 - Services provided in additional locations
 - Services that are more accessible to people who may not speak English

VIII. Program Recruitment

Describe your program’s/consortium’s outreach to consumers/family members, unserved and underserved populations, and to under-represented communities in order to recruit members of those communities into the stipend program using the table below.

Date Range	Type of Outreach Provided	Population/Community Targeted	Where Outreach Occurred	Estimated Number Individuals Reached

IX. Student Selection Process*

Describe the method your program/consortium uses to select student stipend recipients by providing the following.

- A brief (no more than four-sentence) description of the process used to evaluate applications
- The following table describing the Stipend Award Selection Committee**:

Name of the Selection Committee Member	Name of Organization Represented	What Constituency Does the Organization Represent (i.e., Consumers and/or Family Members)?	Is Organization a County/CBO?

*If your consortium uses a several different selection committees, use a different table for each one.

** If Selection Committee Member or your organization’s Legal Department does not authorize the release of the Selection Committee Member’s name, you may leave it blank.

- If the students were interviewed as part of the process, list who was on the interview panel

Applications Received	Applications Awarded	Dollars Requested	Dollars Awarded

X. Student Outcomes

- Provide the following table for the students that were selected in the current FY. After you fill this out with the students selected at the beginning of the academic year, complete the table during the FY only if the students change (e.g., alternates are selected, etc.):

Student Name*	Amount Awarded	County of Residence	School, if applicable	Expected Grad. Date	Language	Race/ Ethnicity	Agency Placed	County where Agency is Located

*If your Legal department so advises, you may provide an unique identifier in place of student name. However, note that, if you do so, the unique identifier will need to be included on any extension requests, etc. for this student if those become necessary.

- Provide an overall number of students who self-identify as consumers and/or family members. Note, this information should *not* be listed on the table but should be provided as an overall.
- Provide an overall number of students placed in OSHPD-defined Counties of Need.

A. Extension Table (You may use the recipient’s name or their Unique Identifier)

- If your program uses an unique identifier in place of students’ names and the students have pending extension requests, please fill out the table below:

Stipend Recipient’s Name/Unique Student Identifier	Date Extension Granted	Type of Reason for Which Extension Granted*	Extension Was Granted Until (Date)

*Reasons for which an extension might be granted include: medical, death, financial, family needs, and other.

XI. Graduates’ Outcomes

Provide the table on the following page for the students who have successfully graduated:

Student Name*	Full Time or Part Time Status ?	Full-Time or Part-Time* Employment in the Public Mental Health System	Cohort of FY —	Graduation Date	Employer	County Where Employer Located	Is the County an OSHPD-Defined County of Need? (Y/N)

*Full-Time employment means employed at least 32 hours per week; part-time employment means employed at least 20 hours per week.

XII. Student Support

- Briefly (in no more than four (4) sentences) highlight any support your program provides to students so as to help them finish the program and secure employment.
- Briefly (in no more than four (4) sentences) highlight any supports your program/consortium provides to students who self-identify as consumers and/or family members

XIII. Budget Information

Provide the following information for this quarter. Use several tables if your Grant Agreement began several years ago.

Beginning Balance for FY__	Stipend Amount	Administration Amount	Total Invoiced	Balance Remaining for FY__

XIV. Additional Documents

Documents should be sent electronically in the report. Make note which attachments were included in the electronic and hard-copy versions of the report.

These can include but should not be limited to:

- Application
- Scoring criteria
- Outreach materials
- Announcements of special presentations/work-shops/immersions
- Detailed course curriculum/competency (you may take this from the student course book; however, do not include your institution's plagiarism policy more than once)
- Community feedback, if any
- Surveys of the students in placement/employment
- Surveys of the supervisors
- Evaluation
- List of schools in your consortium
- List of program coordinators
- Progress toward finalizing a DACUM for PMHNPs in the PMHS