



**REQUEST FOR PROPOSAL - Secondary Method - Multiple Awards
Education Capacity – Psychiatrists
RFP # 14-5017
Notice to Prospective Proposers**

May, 2014

You are invited to review and respond to this Request for Proposal (RFP), entitled Education Capacity – Psychiatric Residency. In submitting your proposal, you must comply with these instructions. Failure to comply with any of the requirements may result in rejection of your proposal. By submitting a bid, your firm agrees to the terms and conditions stated in this RFP and your proposed contract.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site

<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

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 proposal submission is **June 24, 2014, no later than 3:30 p.m. All late, faxed, and/or emailed bids will be rejected** and returned to the bidder. Proposals must be received on or before the date and time specified herein (See Section E for Proposal submission details).

In the opinion of OSHPD, this RFP 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 at OSHPD.MHSAWET@oshpd.ca.gov or can be submitted directly to the BidSync website, no later than the date stated in Section E, 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 6, Evaluation Process, for the evaluation criteria.

TABLE OF CONTENTS

SECTION	PAGE
A. Background	3
B. Purpose and Description of Services	3
C. Minimum Qualifications for Proposers	4
D. Developing a Proposal	4
E. Proposal Requirements and Information	5
1. Key Action Dates	5
2. Mandatory Pre-Proposal Conference	5
3. Work Plan and Work Schedule Requirements	6
4. Cost Detail Format and Requirements	7
5. Submission of Proposal	8 - 9
6. Evaluation Process	9 - 11
7. Award and Protest	11
8. Disposition of Proposals	12
9. Agreement Execution and Performance	12
F. Preference Programs	13
1. Small Business Preference	13
2. Target Area Contract Preference	13
G. Required Attachments	13
1. Required Attachment Check List	14
2. Proposal/Proposer Certification Sheet	15
3. Bidder Declaration (Form GSPD-05-105)	16 - 17
4. Statement of Agreement between Proposer and County	18
5. Darfur Contracting Act Certification	19
6. Work Plan and Schedule for Task Completion	20
7. Current Psychiatric Residency/Fellowship Program Description	21
8. Rate Proposal Worksheet	22
9. Payee Data Record (STD 204)	23
10. Contractor Certification Clauses (CCC-307)	25 - 28
11. Sample Standard Agreement (STD 213)	29
Exhibit A, Scope of Work	30 - 32
Exhibit B, Budget Detail and Payment Provisions	33 - 35
Exhibit C, General Terms & Conditions (GTC-610)	36
Exhibit D, Special Terms and Conditions	37 - 42
Exhibit F, Mental Health Services Act Educational Capacity- Psychiatrists Program Progress Report	43 - 47
Exhibit G, Definitions	48 - 49

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. 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 the expansion of the capacity of postsecondary education to meet the needs of identified mental health occupational shortages. This RFP will result in contract(s) with psychiatric residency/fellowship programs to fund the faculty time co-located in the Public Mental Health System that is needed to enable psychiatric residents/fellows to:

- 1) Work on multi-disciplinary teams;
- 2) Work with populations identified by the community public mental health system;
- 3) Recruit residents who can meet the needs consistent with the vision and values of the MHSA; and
- 4) Prepare psychiatric residents/fellows to deliver Public Mental Health services that promote wellness, recovery and resilience.

B. Purpose and Description of Services

The purpose of this RFP is to identify groups or organizations that desire to enter into a contract, or contracts, for up to \$450,000 per fiscal year, to co-locate faculty time in the Public Mental Health System that will:

- 1) Enable the Contractor(s) to address the service and Public Mental Health System needs of their community by adding psychiatric residency/fellowship rotations to the psychiatric residency/fellowship program;
- 2) Recruit residents who can meet the needs consistent with the vision and values of the MHSA.
- 3) Supervise the additional psychiatric residency/fellowship positions in the Public Mental Health System;
- 4) Ensure that psychiatric residents/fellows supervised by the co-located staff time will increase the number of hours psychiatric residents/fellows and co-located staff time spend in the Public Mental Health System;
- 5) Provide clinical supervision that leads to certification by the Board of Psychiatry and Neurology;
- 6) Continue to revise the curriculum to include the core values of the MHSA: community collaboration, cultural competence, client/family-driven mental health system, a wellness, recovery and resilience focus and an integrated service experience for consumers and their families to address the changing needs of the Public Mental Health System; and
- 7) Encourage residents/fellows to continue working in the Public Mental Health System after they complete their residency requirements.

Carefully review and consider the detailed Scope of Work located in Attachment 11, Sample Standard Agreement, Exhibit A, Scope of Work, in order to complete your proposal.

C. Minimum Qualifications for Proposers

Proposals are requested from any accredited psychiatric residency program/fellowship in the State of California that includes as part of its proposal a Statement of Agreement with a County or multiple counties that:

- 1) Identifies the hours of co-located staff time that will be placed in the Public Mental Health System;
- 2) Provides the number of additional psychiatric residency/fellowship positions that will be supervised by the co-located staff time in the Public Mental Health System;
- 3) Provides the additional hours the psychiatric residency/fellowship positions will spend in the Public Mental Health System;
- 4) Identifies the additional sites where the co-located staff time will supervise psychiatric residents/fellows;
- 5) States that the co-located staff time and psychiatric residents/fellows will provide services to the populations identified by the County Public Mental Health System.
- 6) States that the co-located staff time will provide training and clinical supervision to psychiatric residents/fellows in the Public Mental Health System that leads to certification by the Board of Psychiatry and Neurology;
- 7) States that the co-located staff time will train residents/fellows to work on multi-disciplinary teams in positions of need as identified by the County Public Mental Health System;
- 8) States that the co-located staff time will train psychiatric residents/fellows to work with populations identified by the County Public Mental Health System;

D. Developing a Proposal

In order to develop a successful proposal, Proposers will be required to be responsive to this RFP in its entirety; however, emphasis should be placed on responding to the following:

- 1) How work outlined in Attachment 11, Sample Standard Agreement, Exhibit A, Scope of Work of this RFP will be accomplished.
- 2) How administration dollars will be allocated to effectively and successfully implement and administer the stipend program.
- 3) Clearly define/describe the relationship between the Psychiatric Residency/Fellowship program and the County Department of Mental Health that does the following:
 - i. Psychiatric Residency/Fellowship program will provide the co-located staff hours and psychiatric residents/fellows;
 - ii. Psychiatric Residency/Fellowship program and County Public Mental Health System collaborate in training the psychiatric residents/fellows; and
 - iii. County Public Mental Health System will provide the sites at which the staff hours will be co-located and supervise the psychiatric residents/fellows.
- 4) Identifying each major task, necessary subtask, and/or specific milestones by which progress can be measured and payments made.

E. Proposal Requirements and Information

1. Key Action Dates

Event	Date	Time
RFP available to prospective Proposers	May 14	4:00 PM PDT
Written Question Submittal Deadline	May 19	4:00 PM PDT
Written responses, if any, to be posted	May 22	5:00 PM PDT
Mandatory Pre-Proposal Conference Date	May 27	3:00 PM PDT
Questions & Answers from Mandatory Pre-Proposal Conference Posted	May 30	4:00 PM PDT
Final Date for Proposal Submission	June 24	3:30 PM PDT
Notice of Intent to Award	July 8	4:00 PM PDT
Proposed Contract Award Date	August 8	NA

2. Mandatory Pre-Proposal Conference

- a. A mandatory pre-proposal conference is scheduled on **May 27, 2014** 3:00 PM, PDT for the purpose of clarifying the content of this RFP. The mandatory pre-proposal 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 Proposer is required to attend the mandatory pre-proposal conference. In the event a potential Proposer is unable to attend the mandatory pre-proposal conference, an authorized representative may attend on their behalf. The representative may only sign in for one potential Proposer. A Proposer is required to send only one authorized representative to the mandatory pre-proposal conference. Subcontractors may not represent a potential Proposer at a mandatory pre-proposal conference. No proposal will be accepted unless the Proposer or his/her authorized representative is in attendance.
- c. Assistance for Proposers requiring reasonable accommodation due to a physical, mental or emotional impairment for the mandatory pre-proposal conference will be provided by OSHPD upon request. The Proposer(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-proposal conference to arrange for reasonable accommodation.

3. Work Plan and Work Schedule Requirements

- a. **Work Plan and Schedule for Task Completion:** The Proposer shall develop a work plan and schedule for task completion that describes how all elements of the Scope of Work, Exhibit A in Attachment 11 will be addressed.
- b. **Faculty Co-Location (Hours-Current):** The Proposer shall use Attachment 7, Current Psychiatric Residency/Fellowship Program Description to demonstrate the current number of hours staff are co-located in the Public Mental Health System providing clinical supervision that leads to certification by the Board of Psychiatry and Neurology
- c. **Faculty Co-Location (Hours-Proposed):** The Proposer shall use Attachment 8, Rate Proposal Worksheet to demonstrate the proposed number of additional hours staff will be co-located in the Public Mental Health System providing clinical supervision that leads to certification by the Board of Psychiatry and Neurology.
- d. **Psychiatric Residency/Fellowship Rotations (People-Current):** The Proposer shall use Attachment 7, Current Psychiatric Residency/Fellowship Program Description to demonstrate the number of psychiatric residents (number of people) currently educated by the Psychiatric Residency/Fellowship Program rotating at sites in the Public Mental Health System.
- e. **Psychiatric Residency/Fellowship Rotations (People-Proposed):** The Proposer shall use Attachment 8, Rate Proposal Worksheet to demonstrate the proposed number of additional psychiatric residents (people) educated by the Psychiatric Residency/Fellowship Program and rotating at sites in the Public Mental Health System.
- f. **Psychiatric Residency/Fellowship Rotations (Time-Current):** The Proposer shall use Attachment 7, Current Psychiatric Residency/Fellowship Program Description to demonstrate the number of hours psychiatric residents currently spend rotating at sites in the Public Mental Health System.
- g. **Psychiatric Residency/Fellowship Rotations (Time-Proposed):** The Proposer shall use Attachment 8, Rate Proposal Worksheet to demonstrate the proposed number of additional hours psychiatric residents will spend rotating at sites in the Public Mental Health System as a result of the proposal.
- h. **Sites Served (Current):** The Proposer shall use Attachment 7, Current Psychiatric Residency/Fellowship Program Description to demonstrate the current number of locations in the Public Mental Health System that are currently receiving psychiatric resident services.
- i. **Sites Served (Proposed):** The Proposer shall use Attachment 8, Rate Proposal Worksheet to demonstrate the proposed number of additional sites (locations) in the Public Mental Health System that will receive psychiatric resident services as a result of the proposal.
- j. **Project Personnel:** Proposer shall list all personnel titles, job descriptions, and qualifications of those who will be working on the project with particular attention to the staff that will be co-located in the County Public Mental Health System to provide clinical supervision that leads to certification by the Board of Psychiatry and Neurology.
- k. **Facilities and Resources:** Proposer shall explain where the services will be provided and what types of requirements are needed to perform the services.
- l. **Capacity:** Explain the Proposer's capacity to administer the Education Capacity-Psychiatric Residency Program, including the number of psychiatric residents educated per year and the number of psychiatric residents who will be successfully placed in the Public Mental Health System in the county or counties that the Proposer identifies as serving after those residents have been licensed by the Board of Psychiatry and Neurology.

- m. **Occupational Shortages:** The Proposer's ability to identify occupational shortages in the County(ies) and/or Region as well as the method(s) used to make that determination.
- n. **Partnerships:** The Proposer's ability to demonstrate how it will strengthen educational partnerships, community support and workforce preparation between the proposer and the county(ies).
- o. **Multi-disciplinary team approach:** The Proposer shall demonstrate the program's ability to include a multi-disciplinary team approach and interdisciplinary training that fosters the utilization of mental health care teams with family practice physicians, and nurse practitioners; propose programs in accordance with the five essential elements of the MHSA; and/or focus on the recruitment of residents who can meet cultural competence needs consistent with the five essential elements of the MHSA.
- p. **Recruitment:** Proposer must clearly demonstrate how recruitment efforts address the needs of the County Public Mental Health System.
- q. **Participants:** The Proposer shall explain how the program will work to ensure that residents/fellows will continue to work in the Public Mental Health System upon successful completion of the program, specifically detailing how they will be able to contribute to a diverse, culturally sensitive and competent Public Mental Health Workforce.
- r. **Curriculum:** The Proposer's ability to demonstrate how they will develop/revise and provide teaching methods which integrate theory and practice, while promoting the five essential elements of the MHSA.
- s. **Cost effectiveness:** The Proposer shall demonstrate the cost effectiveness of the administration rates that are required to effectively and successfully implement and administer the program.
- t. **Sustainability:** The Proposer must demonstrate the sustainability of the proposed program and show that it is a replicable model.
- u. **Additional Information:** Proposer(s) will respond to the following as part of their proposal.
 - (1) Explain the program strategies to increase the delivery of psychiatric residency services in the County Public Mental Health System. Evidence of Proposer's ability to ensure psychiatric residency services in the County Public Mental Health System may include Agreement(s) between the Psychiatric Residency Program and one or more of the following: Regional Partnership(s), County(ies), Community-Based Organization(s), and other relevant local entities.
 - (2) What is the total number of clinical hours that students in the Psychiatric Residency Program named in this Proposal are required to complete to satisfy program requirements? _____
 - (3) Does the Psychiatric Residency Program named in the Proposal have a required number of hours that must be spent in a field placement located in the County Public Mental Health System? (Yes or no response)
 - (4) If yes, what is the required number of hours? _____
 - (5) If yes, what percent of the total number of clinical hours must students spend in the County Public Mental Health System? _____
 - (6) What is the average (mean) number of hours psychiatric residents spend in Public Mental Health sites? Calculate this based on the actual data from student clinical records. _____

4. Cost Detail Format and Requirements

- a. "Administration Rate" is defined as **any and all** activities/charges associated with administering the education capacity-psychiatrist program which includes but is not limited to recruitment of psychiatric residents/fellows., 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, and accounting.
- b. "Co-located Faculty" is defined as staff affiliated with a psychiatric residency/fellowship program that is providing clinical supervision of psychiatric residents/fellows in the Public Mental Health System that leads to psychiatric residents'/fellows' certification by the Board of Psychiatry and Neurology. The staff may be permanently stationed in the County Public Mental Health System.
 - c. The total Administration Rate shall not exceed 25 percent of the total agreement amount. (Example: If the total agreement amount is \$1,000.00; then the Administration Rate's maximum is \$250.00.) Proposals exceeding this administration rate may be rejected.
 - (1) Any costs, other than costs associated with faculty time co-located in the County Public Mental Health System, must be fully documented.
 - (2) The major budget categories under this RFP shall be the faculty time co-located in the Public Mental Health System and the yearly Administration Rate. 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.
 - (3) Contracts resulting from this RFP will cover State Fiscal Years 2014-15, 2015-16, and 2016-17. Proposers shall use the Rate Proposal Worksheet (Attachment 7, page 21) to prepare their cost detail.

5. Submission of Proposal

- a. Proposals should provide straightforward and concise descriptions of the Proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of a proposal.
- b. All proposals must be submitted under **sealed** cover and sent to OSHPD by the date and time shown in Section E, Proposal Requirements and Information, Item 1, Key Action Dates. Proposals received after this date and time will not be considered.
- c. A minimum of one (1) original and four (4) copies of the proposal must be submitted. The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing entity. All additional proposal sets may contain photocopies of the original package. In addition, Proposer **MUST** submit an electronic copy of the proposal either by e-mail to Inna.Tysoe@oshpd.ca.gov or include a CD of the proposal with the submission materials.
- d. Due to limited storage space, the proposal 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 proposal envelopes **must** be plainly marked with the RFP 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: Inna Tysoe, Healthcare Workforce Development Division
400 R Street, Suite 330
Sacramento, CA 95811
RFP #14-5017
Education Capacity-Psychiatric Residency
DO NOT OPEN

- f. You are advised that you are responsible for ensuring that your proposal is received by the above listed contact person by the time and date required. Any proposal

- reaching the contact person after the deadline date and time will be returned unopened.
- g. If the proposal is made under a fictitious name or business title, the actual legal name of Proposer must be provided.
 - h. Proposals not submitted under sealed cover and marked as indicated may be rejected.
 - i. All proposals shall include the documents identified in Section G and Attachment 1, Required Attachment Checklist. Proposals not including the proper required attachments shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
 - j. Proposals 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 a proposal to be rejected.
 - k. A proposal 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 proposals and may waive an immaterial deviation in a proposal. The State's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the agreement.
 - l. Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the Proposer and shall not be charged to the State of California.
 - m. An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 2, Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
 - n. A Proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
 - o. A Proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the Proposer or an authorized agent in accordance with (c) above. A Proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
 - p. OSHPD may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
 - q. OSHPD reserves the right to reject all proposals. 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 RFP requirements.
 - s. Where applicable, Proposer 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 contract language from a prospective Contractor. A proposal with such language will be considered a counter proposal and will be rejected. The General Terms and Conditions (GTC) are not negotiable.
 - u. No oral understanding or agreement shall be binding on either party.

6. Evaluation Process

Multiple contracts may be awarded under this RFP. Final award by OSHPD will include consideration of how geographic needs in California will be met.

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

Evaluation Tool	
Technical Merit Scoring Criterion	Maximum Points
<p>Detailed Work Plan and Schedules The Work Plan (methods for implementing) and schedule (a time frame) for task completion that describes how the Proposer will implement all services as described in Exhibit A, Scope of Work of this RFP.</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 the role of the co-located staff time in the Public Mental Health System providing clinical supervision of psychiatric residents'/fellows' hours leading to certification by the Board of Psychiatry and Neurology.</p>	10
<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 Proposer and the county(ies) the Proposer(s) serve.</p>	25
<p>Psychiatric Residents'/Fellows' Hours in the Public Mental Health System Explain and/or demonstrate how program will increase the number of hours psychiatric residents/fellows spend in rotations in the Public Mental Health System during the term of the Agreement. A portion of psychiatric residents'/fellows' rotation hours must be spent in the Public Mental Health System. The score accorded this section will correspond to the number of hours the Proposer proposes, with the Proposer proposing the most hours psychiatric resident/fellows will spend in the Public Mental Health System receiving the most points.</p>	10
<p>Number of New Psychiatric Residents/Fellows (Positions) Explain and/or demonstrate how the program will increase number of psychiatric residency/fellow positions (slots) that will perform their rotations in the Public Mental Health System will be added to the Psychiatric Residency Program during the term of the Agreement.</p>	10
<p>Number of Sites Served in the Public Mental Health System Served Explain and/or demonstrate how the program will increase the number of sites (locations) receiving psychiatric residency/fellowship services.</p>	5
Technical Merit Maximum Possible Points	80

<p>Budget/Rates OSHPD will score the cost effectiveness of the Administration Rates needed to effectively and successfully implement and administer the education capacity-psychiatric residency program.</p> <p>Rate proposals will be equalized to a per hour rate by the following formula:</p> <p>(Total Proposal Dollars) divided by (Number of Hours of Staff Co-Location Hours) equals Rate Per Hour. This calculation will result in a Lowest Per Hour Rate and an Other Per Hour Rate.</p> <p>Lowest Rate Per Hour will be awarded the maximum of twenty (20) points. Other proposals will be awarded cost points using the following calculation:</p> <p>Lowest Rate Per Hour divided by Other Per Hour Rate then multiplied by 20 (max number of points available)</p> <p>Example:</p> <p>Lowest Per Hour Rate = \$1,850.00 (10% of \$18,500.00) 20 points</p> <p>Second lowest Per Hour Rate = \$3,700.00 (20% of \$18,500.00)</p> <p>(1,850 divided by 3,700) multiplied by 20 = 10 points</p>	20
Total Possible Points	100

7. Award and Protest

- a. A total of \$6,750,000.00 shall be available for the Education Capacity-Psychiatrist program for FYs 2014-15, 2015-16, and 2016-17.
- b. The total cost of all tasks and milestones for the Psychiatric Residency Program cannot exceed \$450,000 per year and not be longer than three years in length, ending June 30 2017.
- c. No more than \$112,500 per year shall be spent on the Administration Rate as defined in Section 4A, Cost Detail Format and Requirements.
- d. OSHPD reserves the right to determine the number of contract(s) to be awarded.
- c. 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.
- d. 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:

RFP # 14-5017

Education Capacity—Psychiatrists

Letter of Protest

Office of Statewide Health Planning and Development

400 R Street, Suite 330

Sacramento, CA 95811

Attn: Inna Tysoe

- 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 Proposer 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 contract award process described in the RFP, and identify specific information in the proposal that the Proposer believes was overlooked or misinterpreted. The Letter of Protest may not provide any additional information that should have been included in the original proposal.
- iv. If any Proposer files a Letter of Protest, the contract 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.

8. Disposition of Proposals

Upon proposal opening, all documents submitted in response to this RFP 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.

9. Agreement Execution and Performance

- a. It is anticipated that the agreement will begin on **August 8, 2014**. No work shall begin until all approvals have been obtained.
- b. Should the Contractor fail to commence work at the agreed upon time, OSHPD, upon five (5) days written notice to the Contractor, 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, Contractor(s) will provide to OSHPD an evaluation summarizing the information required in Attachment 10, Exhibit F.
- e. OSHPD will evaluate the Contractor(s)' performance to determine whether and to what extent they are meeting the deliverables.
- f. OSHPD reserves the right to cancel the contract should the deliverables not meet OSHPD's expectations.

F. PREFERENCE PROGRAMS

1. Small Business preference - www.dgs.ca.gov/pd/Programs.aspx (SB/DVBE - OSDS tab)
2. Target Area Contract Preference Act (TACPA) - www.dgs.ca.gov/pd/Programs.aspx (Dispute Resolution tab)

G. REQUIRED ATTACHMENTS

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

- Attachment 1 Required Attachment Check List
- Attachment 2 Proposal/Proposer Certification Sheet
- Attachment 3 Bidder Declaration (Form GSPD-05-105)
- Attachment 4 Proposer References
- Attachment 5 Darfur Contracting Act Certification
- Attachment 6 Work Plan and Schedule for Task Completion
- Attachment 7 Current Psychiatric Residency/Fellowship Program Description
- Attachment 8 Sample Rate Proposal Worksheet
- Attachment 9 Payee Data Record (STD 204)
- Attachment 10 Contractor Certification Clauses (CCC-307). The CCC-307 can also be found on the Internet at www.ols.dgs.ca.gov/Standard+Language.

The following attachment is included for your reference only. Only the successful Proposer will submit these documents, after award is made.

- Attachment 11 Sample Standard Agreement (Std. 213 and Exhibits)

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

Proposer Name: _____

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

<u>✓</u>	<u>Attachment</u>	<u>Attachment Name/Description</u>
_____	Attachment 1	Required Attachment Check List
_____	Attachment 2	Proposal/Proposer Certification Sheet
_____	Attachment 3	Bidder Declaration (Form GSPD-05-105)
_____	Attachment 4	Proposer References
_____	Attachment 5	Darfur Contracting Act Certification
_____	Attachment 6	Work Plan and Schedule for Task Completion
_____	Attachment 7	Current Psychiatric Residency/Fellowship Program Description
_____	Attachment 8	Sample Rate Proposal Worksheet
_____	Attachment 9	Payee Data Record (Std. 204)
_____	Attachment 10	Contractor Certification Clauses (CCC-307)

ATTACHMENT 2

PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned in duplicate with original signatures.

Do not return Section E, Proposal Requirements and Information or the "Sample Agreement" at the end of this RFP.

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

An Unsigned Proposal/Proposer Certification Sheet May Be Cause for Rejection

Company Name

Telephone Number

Address

Fax Number

Name

Title

Signature

Date

ATTACHMENT 3

BIDDER DECLARATION (GSPD-05-105)

The Bidder Declaration form (GSPD-05-105) is a required submittal with your proposal. It is available at the following website: <http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>

State of California—Department of General Services, Procurement Division
GSPD-05-105 (EST 8/05)

Solicitation Number _____

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a.** Identify current California certification(s) (MB, SB, SB/NVSA, DVBE): _____ or None ____ (If "None", go to Item #2)
- b.** Will subcontractors be used for this contract? Yes ____ No ____ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c.** If you are a California certified DVBE: (1) Are you a broker or agent? Yes ____ No ____
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes ____ No ____ N/A ____

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

Page ____ of ____

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Small Business Nonprofit Veteran Service Agency (SB/NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: osdchelp@dgs.ca.gov

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ___ of ___" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ___ of ___" accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website (www.pd.dgs.ca.gov/smbus) that it is still valid and list all current certifications here. Otherwise, enter "None." [Note: A SB/NVSA should not be participating as a subcontractor]

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
- Is **not** listed on the OSDC website as ineligible to transact business with the State

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "**NA**" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "**Yes**" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "**No**" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ___ of ___" accordingly.

ATTACHMENT 4

STATEMENT OF AGREEMENT BETWEEN PROPOSER AND COUNTY

Submission of this attachment is mandatory. **The agreement must be completed for each county.** Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed nonresponsive.

Date:

County:

This Statement of Agreement serves as proof that an agreement exists between Proposer _____ and County _____ for the following:

1. The Proposer will co-locate a total of _____ hours of staff time in the _____ *insert County Name* Public Mental Health System (“*County Name PMHS*”).
2. The Proposer will provide _____ (number) of psychiatric residents/fellows who will perform their rotations in the “*County Name PMHS*”.
3. The Proposer will provide _____ (number of hours) of psychiatric residency/fellowship services in the “*County Name PMHS*”.
4. The Proposer attests that the co-located staff time will provide training and clinical supervision to psychiatric residents/fellows in the Public Mental Health System that leads to certification by the Board of Psychiatry and Neurology.
5. The Proposer and County attest that the psychiatric residents/fellows and co-located staff time will provide services to the population(s) identified by the County Public Mental Health System.
6. The County of _____ has identified the following sites where the co-located staff will supervise psychiatric residents/fellows: _____

7. The County of _____ certifies that performing rotations in the sites listed in #6 will allow the psychiatric residents/fellows to receive training while working on multi-disciplinary teams in positions of need as identified by the County Mental Health Director.
8. The County of _____ certifies that performing rotations in the sites listed in #6 will allow the psychiatric residents/fellows to receive training on how to deliver public mental health services that promote wellness, recovery, and resilience while working with populations identified by the County Public Mental Health System.

Certification:

I hereby certify that the above is true and correct.

Proposer, Psychiatric Residency/Fellowship Program (Print)

Proposer, Psychiatric Residency/Fellowship Program (Signature)

Director, County Mental Health Program (Print)

Director, County Mental Health Program (Signature)

Date

ATTACHMENT 5**DARFUR CONTRACTING ACT CERTIFICATION**

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code Section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code Section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

ATTACHMENT 6

WORK PLAN AND SCHEDULE FOR TASK COMPLETION

(Your Proposal will be Attachment 6)

ATTACHMENT 7

CURRENT PSYCHIATRIC RESIDENCY/FELLOWSHIP PROGRAM DESCRIPTION

Proposer's Name: _____

Proposer will describe the psychiatric residency training services currently provided below. If Proposer is a new program indicate here by writing "New Program" _____

<u>Current</u> number of Psychiatric Residency/Fellowship <u>Positions</u> supervised by Staff Co-Located in the Public Mental Health System	# _____
<u>Current</u> number of Psychiatric Residency/Fellowship <u>Hours</u> in the Public Mental Health System	# _____
<u>Current</u> number of Staff Hours co-located in the Public Mental System Providing Clinical Supervision and Teaching a Curriculum Consistent with MHSA	# _____
<u>Current</u> salary of Staff Hours co-located in the Public Mental Health System the Public Mental System Providing Clinical Supervision	\$ _____
<u>Current</u> curriculum taught Psychiatric residents.	(Describe in 3-4 bullets)
<u>Current</u> number of Public Mental Health Sites (<u>locations</u>) receiving psychiatric residency services	# _____

ATTACHMENT 8
RATE PROPOSAL WORKSHEET

Proposer's Name: _____

Proposer 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 Exhibit A - Scope of Work, and in Proposer's proposal.

Total Budget Proposal: \$ _____
Administration Rate Requested: \$ _____ Percentage: _____

The Administration Rate may not exceed 25% of the total proposal. The budget should be allocated over three years to suit the Proposer's needs.

The totals in each year shall be non-duplicated numbers. For example, in "Number of Psychiatric Residency Positions," the Proposer shall list only the number of new psychiatric residency/fellowship positions in Year 1. For Year 2, the Proposer shall list only the added positions for that year. In the subtotals column, the Proposer shall add the figures for Year 1 and Year 2 and Year 3.

	Year 1	Year 2	Year 3	Subtotals
Number of Psychiatric Residency/Fellowship Positions supervised by Staff Co-Located in the Public Mental Health System (PMHS) Proposed to be Added each year.	# _____	# _____	# _____	Total Number of Psychiatric Residency/Fellowship Positions Proposed: _____
Number of Psychiatric Residency/Fellowship Hours in the PMHS Proposed to be Added each year.	# _____	# _____	# _____	Total Number of Psychiatric Residency/Fellowship Hours in PMHS Proposed to be Added _____
Percent time Psychiatric Residents/Fellows will spend in rotations in the PMHS each year.	____%	____%	____%	Overall percentage of time Psychiatric Residents/Fellows will spend in the PMHS: ____%
Number of Staff Hours co-located in the PMHS Providing Clinical Supervision and Teaching a Curriculum Consistent with MHPA Proposed to be Added each year.	# _____	# _____	# _____	Total Number of Staff Hours co-located in the Public Mental System Providing Clinical Supervision and Teaching a Curriculum Consistent with MHPA Proposed to Be Added: _____
Rate for added Staff Hours co-located in the PMHS the Public Mental System Providing Clinical Supervision and Teaching a Curriculum Consistent with MHPA Proposed.	\$ _____	\$ _____	\$ _____	Total Rate for Staff Hours co-located in the Public Mental System Providing Clinical Supervision and Teaching a Curriculum Consistent with MHPA Proposed to Be Added: \$ _____
Number of Public Mental Health Sites (locations) receiving psychiatric residency services Proposed.	# _____	# _____	# _____	Total Number of Public Mental Health Sites (locations) receiving psychiatric residency services Proposed to be Added: _____
Yearly Administration Rate (not to exceed 25 percent of proposed Agreement) and not to exceed \$112,500 per year.	\$ _____	\$ _____	\$ _____	3 years Administration Rate \$ _____
Portion of yearly Administration Rate (if any) used for Recruitment Incentives for psychiatric residents/fellows.	\$ _____	\$ _____	\$ _____	Portion of 3 Years Administration Rate Used for Recruitment Incentive \$ _____
Yearly Totals	\$ _____	\$ _____	\$ _____	Grand Total \$ _____

*The amounts indicated above will be used solely for comparison of proposals. 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 Proposer 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 PKGS, 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 10

CONTRACTOR CERTIFICATION CLAUSES (CCC-307)

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the Department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000.00 OR MORE- PRO BONO

REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000.00 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420). Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT 11

SAMPLE STANDARD AGREEMENT

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:	
STATE AGENCY'S NAME Office of Statewide Health Planning and Development	
CONTRACTOR'S NAME	
2. The term of this agreement	through
3. The maximum amount of this	\$
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.	
Exhibit A – Scope of Work	page(s)
Exhibit A, Attachment I – Contractor's Proposal	
Exhibit B – Budget Detail and Payment Provisions	page(s)
Exhibit C* – General Terms and Conditions	GTC-610
Check mark one item below as Exhibit D:	
<input type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this	6 pages
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Confidentiality and Information Security Provisions	5 pages
Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. <i>These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language</i>	
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.	
CONTRACTOR	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)	
BY (Authorized Signature)	
	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	
STATE OF CALIFORNIA	
AGENCY NAME	
Office of Statewide Health Planning and Development	
BY (Authorized Signature)	
 Pattye Nelson, SSM I	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING	
<input type="checkbox"/> Exempt	
ADDRESS	
400 R Street, Room 359, Sacramento, CA 95811	

EXHIBIT A**SCOPE OF WORK**

1. The _____ (Contractor) agrees to provide to the Office of Statewide Health Planning and Development (OSHPD) expanded capacity in a psychiatric residency/fellowship program that will address workforce shortages in the County Public Mental Health System. Contractor will use the funds provided under this contract to:
 - A. Add co-located faculty time in the Public Mental Health System such that:
 1. The co-located faculty must provide clinical supervision in the County Public Mental Health System that leads to certification by the Board of Psychiatry and Neurology;
 2. The co-located faculty must supervise additional psychiatric resident/fellow positions in the County Public Mental Health System;
 3. The co-located faculty must supervise additional psychiatric/resident hours in the Public Mental Health System;
 4. The co-located staff must mentor residents/fellows to encourage them to find employment in the California Public Mental Health System after they have completed their residency/fellowship; and
 5. All psychiatric residents/fellows supervised by the co-located faculty must perform a portion of their rotation hours in the County Public Mental Health System.

Contractor must provide the name(s) and hours of the co-located faculty, the name(s) of the psychiatric residents/fellows filling the new positions and number of hours the psychiatric residents/fellows rotate in the Public Mental Health System to OSHPD.

- B. Develop/Revise a curriculum and methods of teaching that is consistent with the Mental Health Services Act (MHSA) and which ensures that psychiatric residents/fellows:
 1. Work with unserved and/or underserved populations in Public Mental Health System settings;
 2. Work in multidisciplinary teams that include primary care physicians and health care workers with unserved and/or underserved populations in the Public Mental Health System;
 3. Are trained to provide services in a culturally competent and sensitive manner;
 4. Are trained in the values of wellness, recovery and resilience as expressed in the MHSA, to include the role of self-help, recovery and empowerment support;
 5. Are trained in assisting consumers and family members to access public benefits, work incentive provisions, and transition from a public to a private benefit system; and
 6. Are trained to work in and foster a consumer and family member driven system of care.

Contractor must provide copy of curriculum to OSHPD. OSHPD reserves the right to use, publish and/or reproduce such materials provided the author and institution are acknowledged.

2. Contractor shall perform the services at _____ and at appropriate clinical practicum sites.
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	Contractor'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	Contractor's Name
Section/Unit:	Section/Unit:
Attention:	Attention:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:

5. Description of work to be performed.

- A. Contractor shall expand the capacity of an existing psychiatric residency/fellowship program by adding co-located faculty time in the Public Mental Health System.
- B. Contractor shall encourage members from unserved and/or underserved, and culturally diverse populations, such as individuals who have had experience with the mental health system as consumers and/or family members of consumers, to participate in the education capacity-psychiatrists program.
- C. Contractor shall implement outreach and recruitment activities to medical students and/or psychiatric residents who are from unserved and/or underserved areas, culturally diverse, and to individuals with client and/or family member experience to encourage them to participate in the education capacity-psychiatrists program.
- D. Contractor shall recruit residents who can meet diversity needs consistent with the vision and values of the MHSA.
- E. Contractor may spend up to 25 percent of the total agreement amount or \$112,500 per year, whichever is less, on the total Administration Rate.
- F. Contractor may use any or all of its Administration Rate received under this RFP to provide a recruitment incentive to psychiatric residents/fellows who commit to working in the Public Mental Health System upon certification by the Board of Psychiatry and Neurology.
 - 1. In no instance may a participating psychiatric resident/fellow receive more than \$22,500 per fiscal year.
 - 2. In no instance may the recruitment incentive exceed \$112,500.00 per year or the whole of the Administration Rate whichever is less.

- G. Contractor shall ensure that co-located staff time shall supervise additional residents/fellow positions in the Public Mental Health System.
- H. The co-located staff time shall provide clinical supervision that leads to certification by the Board of Psychiatry and Neurology to additional psychiatric resident/fellow positions and additional psychiatric resident/fellow time in the Public Mental Health System.
- I. Contractor will ensure that the residents/fellows perform at least part of their residency/fellowship rotation hours under the clinical supervision of staff co-located in the County Public Mental Health System. Contractor shall encourage individuals who successfully complete the requirements of a psychiatric residency/fellowship program that is funded through this Agreement will continue working in the California Public Mental Health System.
- J. Contractor will ensure that additional hours of dedicated staff time per fiscal year is housed in the California Public Mental Health System to provide clinical supervision of hours leading to certification by the Board of Psychiatry and Neurology.
- K. Contractor will ensure that the education capacity-psychiatrists program is for three consecutive fiscal years.
- L. Contractor will ensure that dedicated staff time is used for educating the psychiatric residents/fellows using the curriculum that was developed in accordance with Section 1(B).
- M. Contractor will evaluate and report to OSHPD on psychiatric residents'/fellows' efforts to secure employment in the County Public Mental Health System working with unserved and/or underserved populations, to include the number of years psychiatric residents/fellows who have successfully finished the program spend in the Public Mental Health System providing direct services.
- N. Contractor shall use the co-located staff time to supervise all the psychiatric residents/fellows in the Contractor's psychiatric residency/fellowship program.
- O. Consistent with Section 9, California Code Regulations, Section 3843, Contractor shall only fund co-located staff time working in the County Public Mental Health System supervising psychiatric residents/fellows, staff and program expenses required to address the shortage of psychiatrists in the County Public Mental Health System and training of psychiatric residents/fellows in the values and principles of the MHSA.
- P. Contractor shall not conduct lobbying activities as part of this contract.
- Q. Contractor shall be held fully accountable for proper use of all funds under this Agreement.
- R. Contractor will credit OSHPD and the MHSA in all publications resulting from this contract.
- S. Contractor shall provide OSHPD with progress reports on a quarterly basis as specified in Exhibit F.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, OSHPD agrees to compensate Contractor in accordance with the yearly rates specified in Section 5, Budget Detail.

B. 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

C. The following items are required on all invoices:

- Invoice should be on Contractor's printed letterhead with Contractor name and address;
- Costs incurred shall be itemized in accordance with Section 5, Exhibit B.
- Date(s) of services or Progress Reports provided;
- OSHPD contract number 14-XXXX;
- Invoice date;
- Invoice total; and
- Authorizing signature.

D. The Contractor shall not invoice OSHPD for work performed under this Agreement until the Contractor receives confirmation from OSHPD that the progress reports reflected in the invoice has been completed to OSHPD's satisfaction.

E. Invoices shall be submitted not more frequently than quarterly in arrears.

F. Invoices will not be paid until the Progress Report is reviewed and approved.

G. No payment shall be due to Contractor until OSHPD Accounting receives an accurate invoice reflecting services rendered.

2. INSTRUCTION TO THE CONTRACTOR

A. Progress reports are due quarterly.

B. 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: Inna Tysoe
400 R Street, Room 330
Sacramento, CA 95811

C. Use the standardize Progress Report template (Exhibit F)

- D. Data requested on template must be included in appropriate Progress Report
- E. Sign-in sheets for classes or workshops must be readable
- F. 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.
- G. OSHPD will not accept Progress Reports faxed or dropped off at the Security Desk or the Accounting Office.
- H. By June 30 of each Fiscal Year, Contractor will provide to OSHPD an evaluation summarizing the information required in Attachment 10, Exhibit F.
- I. OSHPD reserves the right to cancel this agreement in accordance with Exhibit D, Section 10 if, in any fiscal year, the deliverables do not meet OSHPD's expectations.

3. BUDGET CONTINGENCY CLAUSE

- A. 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 Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. 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 Contractor to reflect the reduced amount.
- C. If this contract 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 contract was executed, the State may exercise its option to cancel this contract.

In addition, this contract 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 contract in any manner.

4. 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.

5. BUDGET DETAIL

Contractor shall furnish all services and perform all work required in accordance with the conditions and scope of services as set forth in Exhibit A - Scope of Work, and in Proposer's proposal. Charges/rates shall be computed in accordance with the budget detail in Exhibit B, Budget Detail and Payment Provisions. The major budget categories shall be the cost of co-located staff per year and the yearly Administration Rate. 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.

COST WORKSHEET

Total Number of Psychiatric Residency/Fellowship Positions: _____

Total Number of Psychiatric Residency/Fellowship Hours in PMHS: _____

Total Administration Rate: _____

Total Administration Rate (if any) Used for Recruitment Incentives: _____

	Year 1	Year 2	Year 3	Subtotals
Number of Staff Hours Co-Located in the Public Mental Health System	# _____	# _____	# _____	Total Number of Staff Hours Co-Located in the Public Mental Health System _____
Cost of Staff Hours Co-Located in the Public Mental Health System	\$ _____	\$ _____	\$ _____	Total Cost of Staff Hours Co-Located in the Public Mental Health System \$ _____
Total Yearly Administration Rate	\$ _____	\$ _____	\$ _____	3 years Administration Rate \$ _____
Portion of Total Administration Rate Used for Recruitment Incentive	\$ _____	\$ _____	\$ _____	Total Administration Rate Used for Recruitment Incentive \$ _____
Yearly Totals	\$ _____	\$ _____	\$ _____	Grand Total \$ _____

EXHIBIT C

GENERAL TERMS AND CONDITIONS (GTC 610)

Please note that the GTC-610 are incorporated by reference (see Std. 213), and they are **mandatory and non-negotiable**. They may be viewed and downloaded at: www.ols.dgs.ca.gov/standard+language.

EXHIBIT D**SPECIAL TERMS AND CONDITIONS****1. SUBCONTRACTS**

Except for subcontracts identified in the proposal in accordance with the Request for Proposal or Invitation for bid, Contractor shall submit any subcontracts which are proposed to be entered into in connection with this Contract to the State Agency (State) for its prior written approval before entering into the same. No work shall be subcontracted without the prior written approval of the State. Upon the termination of any subcontract, State shall be notified immediately. Any subcontract shall include all the terms and conditions of this contract and its attachments.

2. PUBLICATIONS AND REPORTS

A. The State reserves the right to use and reproduce all publications, reports, and data produced and delivered pursuant to this contract. State further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.

B. If the publication and/or report are prepared by non-employees of the State, and the total cost for such preparation exceeds \$5,000.00, the publication and/or report shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code Section 7550).

3. PROGRESS REPORTS

Contractor shall provide a progress report in writing, or orally if approved by the State Contract Manager, at least quarterly to the State Contract Manager. This progress report shall include, but not limited to, a statement that the Contractor is or is not on schedule, any pertinent reports, or interim findings. Contractor shall cooperate with and shall be available to meet with the State to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION

Upon request, Contractor shall meet with the State to present any findings, conclusions, and recommendations required by the contract for approval. If set forth in the contract, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in the contract.

5. OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT STAFF

OSHPD staff shall be permitted to work side by side with Contractor's staff to the extent and under conditions as directed by the State Contract Manager. In this connection, OSHPD staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

6. CONFIDENTIALITY OF DATA AND DOCUMENTS

A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the State Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code Sections 6250 et seq.) and the Freedom of Information Act (Title 5 of the United States Code Section 552), as applicable.

- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasions except as otherwise provided in the contract or required by law.
- C. Contractor shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this contract, or the State's actions on the same, except to OSHPD staff, Contractor's own personnel involved in the performance of this contract, or as required by law.
- D. If requested by State, Contractor shall require each of its employees or officers who will be involved in the performance of this contract to agree to the above terms in a form to be approved by State and shall supply State with evidence thereof.
- E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- F. After any data or documents submitted has become a part of the public records of the State, Contractor may at its own expense and upon written approval by the State Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Office of Statewide Health Planning and Development (OSHPD), but does not necessarily represent the views of OSHPD or any of its employees except to the extent, if any, that it has formally been approved by OSHPD. Neither OSHPD nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

7. PROVISIONS RELATING TO DATA

- A. "Data" as used in this contract 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 contract. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, 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 Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this contract. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this contract at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.

- C. "Deliverable data" is that data which under terms of this contract is 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, Contractor shall notify the State of any such contemplated action; and State may within thirty (30) days of said notification determine whether or not this data shall be further preserved. The State shall pay the expense of further preserving this data. State shall have unrestricted reasonable access to the data that is preserved in accordance with this contract.
- E. Contractor 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 contract.

8. APPROVAL OF PRODUCT

Each product to be approved under this contract shall be approved by the OSHPD Contract Manager. The State's determination as to satisfactory work shall be final absent fraud or mistake.

9. SUBSTITUTIONS

Contractor's key personnel as indicated in its proposal may not be substituted without Contract Manager's prior written approval.

10. NOTICE

Notice to either party shall be given by first class mail properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Such notice shall be effective when received as indicated by post office records or if deemed undeliverable by post office, such notice shall be effective nevertheless fifteen (15) days after mailing. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

11. WAIVER

No waiver of any breach of this contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of State to enforce at any time the provisions of this contract, or to require at any time performance by the Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions not to affect the validity of this contract or the right of State to enforce said provisions.

12. GRATUITIES AND CONTINGENCY FEES

The State, by written notice to the Contractor, may terminate the right of Contractor to proceed under this contract if it is found, after notice and hearing by the State, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such contract.

In the event this contract is terminated as provided in the paragraph above, State shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the contract by the Contractor, and (b) as a predetermined amount of liquidated damages, to exemplary damages in an amount which shall not be less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

The Contractor warrants by execution of this contract that no person or selling agency has been employed or retained to solicit or secure this contract for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul this Contract without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. WORKERS' COMPENSATION

Contractor hereby warrants that it carries and shall maintain in full force and effect during the full term of this contract and any extensions to said term, sufficient and adequate Worker's Compensation Insurance for all of its employees who shall be engaged in the performance of this contract and agrees to furnish to State satisfactory evidence thereof at any time the State may request the same.

14. CONTRACT IS COMPLETE

Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this contract.

15. CAPTIONS

The clause headings appearing in this contract have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

16. PUBLIC HEARINGS

If public hearings on the subject matter dealt with in this contract are held within one year from the contract expiration date, Contractor shall make available to testify the personnel assigned to this contract at the hourly rates specified in the Contractor's proposed budget. State shall reimburse Contractor for travel of said personnel at the contract rates for such testimony as may be requested by State.

17. DVBE

Unless specifically waived by the Deputy Director of Administrative Services Division of the Department, Contractor shall comply with the Disabled Veteran Business Enterprises participation goal in accordance with the provisions of Public Contract Code Section 10115 et seq.

18. FORCE MAJEURE

Neither the State nor the Contractor shall be deemed to be in default in the performance of the terms of this contract if either party is prevented from performing the terms of this contract by causes beyond its control, including without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

19. PERMITS AND LICENSES

The Contractor shall procure and keep in full force and effect during the term of this contract all permits, registrations and licenses necessary to accomplish the work specified in this contract, and give all notices necessary and incident to the lawful prosecution of the work.

The Contractor shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this contract. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the State in writing.

20. LITIGATION

The State, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the State or its officers or employees for which the Contractor must provide indemnification under this contract. The failure of the State to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the State of any claim or action against it which affects, or may affect, this contract, the terms and conditions hereunder, or the State, and shall take such action with respect to said claim or action which is consistent with the terms of this contract and the interest of the State.

21. DISPUTES

Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this contract, which is not disposed of by the contract, informally with the State Contract Manager. If the dispute cannot be disposed of at this level, then the dispute shall be decided by the Office of Statewide Health Planning and Development's Deputy Director of Healthcare Workforce Development Division. All issues pertaining to this dispute shall be submitted in written statements and addressed to the Deputy Director of the Healthcare Workforce Development Division, Office of Statewide Health Planning and Development, 400 R Street, Room 359, Sacramento, California 95811. Such written notice must contain the contract number. The decision of the Deputy Director shall be final and binding to all parties. Within ten (10) days of receipt of the written grievance report from the Contractor, the Deputy Director of the Healthcare Workforce Development Division, or his/her designee, shall meet with the Contractor and OSHPD Contract Manager for the purposes of resolving the dispute. The decision of the Deputy Director shall be final. During the dispute process the Contractor shall proceed diligently with the performance of the contract. Neither the pendency of a dispute nor its consideration by the Deputy Director, shall excuse the Contractor from full and timely performance of the services required in accordance with the terms of the contract.

Notwithstanding any other provisions of this contract, after recourse to the procedure set forth in the paragraph above, any controversy or claim arising out of or relating to this contract or breach thereof shall be settled by arbitration at the election of either party in accordance with California Public Contract Code Section 10240 et. seq. and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.

22. EVALUATION OF CONTRACTOR'S PERFORMANCE

Contractor's performance under this contract shall be evaluated by the State after completion of the contract. A copy of the written evaluation shall be maintained in the contract file and may be submitted to the Office of Legal Services, Department of General Services.

23. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

- A. Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI).
- B. Contractor shall not use or disclose confidential, individually identifiable, or sensitive information other than as permitted or required by the contract and as permitted or required by law.

24. AUDITS, INSPECTION AND ENFORCEMENT

- A. From time to time, the State may inspect the facilities, systems, books and records of Contractor to monitor compliance with the contract.
- B. Contractor shall promptly remedy any violation of any provision of the contract and shall certify the same to the Department Information Security Officer in writing.
- C. The fact that the State inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, and procedures does not relieve Contractor of its responsibility to comply with the contract.
- D. The State's failure to detect or the State's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the State's enforcement rights under the contract.

25. USE OF STATE FUNDS

Contractor, including its officers and members, shall not use funds received from the Department pursuant to this contract to support or pay for costs or expenses related to the following:

- A. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
- B. Lobbying for either the passage or defeat of any legislation.

This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

EXHIBIT F

**MENTAL HEALTH SERVICES ACT EDUCATIONAL CAPACITY-PSYCHIATRISTS
PROGRAM PROGRESS REPORT**

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

Date:

Program Name:

Contract # and executed date:

Report # since contract was executed:

I. Contact Information

Name	Position/Title	Phone	E-mail

II. Program Philosophy

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

- Provide a brief (no more than four (4) sentence) description of your new and or revised program philosophy
- Briefly (in no more than four (4) sentences per objective) describe 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 proposal.

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

IV. Program Description

- List the Public Mental Health System sites field placements where your Fellows/Residents perform rotations. The list *must be* in this format. The compilation, publication and frequent update of these lists will enable OSHPD to report on your programs' accomplishments. The list *must be* in the format of the table below.

Name of Public Mental Health System Site*	County Where Site is Located	Number of Residents/Fellows Placed This Reporting Period

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

X. Fellows/Residents Mentoring

- Describe briefly in three to four sentences, the mentoring your program provided Fellows/Residents this quarter
- Highlight any supports your program/consortium provided to Fellows/Residents who self-identify as consumers and/or family members

XI. Successes and Challenges

- Describe in three to four sentences what is working and not working regarding the successful recruitment, retention, training, and employment of unserved and/or underserved and culturally diverse Fellows/Residents in the public mental health system.

XII. Budget Information

Provide the following information for this period. Use several tables if your contract began several years ago.

Beginning Balance for FY____	Core Faculty Amount	Administration Amount	Total Invoiced	Balance Remaining for FY____

XIII. Additional Documents

Additional documents should be sent electronically as part of the report and the report should indicate which attachments are included. These can include but should not be limited to:

- Community feedback
- Surveys of the residents/fellows in rotations
- Surveys of the core faculty
- Evaluation
- Presentations about program accomplishments made
- Lessons learned

EXHIBIT G

DEFINITIONS

Client: 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. *Title 9, CCR, Section 3200.040*

Community Based Organization: An organization that is providing services in the community where clients live and have their natural supports.

Community-Identified: Strategies that have been identified as being effective by cultural and ethnic communities but that have not been demonstrated by empirical evidence.

Cultural Competence: 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*

Diversity: Includes 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.

Distributed Learning: An instructional model that involves using various information technologies to help students learn such as video or audio conferencing, satellite broadcasting, and multimedia formats.

Mental Health Services: 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*

OSHPD-defined Counties of Need: Counties in which two or fewer stipend recipients were placed in field placement and employment payback FY 2012-13.

Penetration Rates: 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.

Postsecondary Education: Any education past high school including education programs that provide: certificates, technical degrees, Associates, Bachelors, Masters, and Doctorate.

Public Mental Health System (PMHS): 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 or programs or services provided in correctional facilities. *Title 9, CCR, 3200.253*

Severe Mental Illness: A condition deserving priority attention, including prevention and early intervention services and medical and supportive care. *MHSA Section 3 (a)*

Underserved: 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*

Unserved: 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*