

# **Mental Health Services Act Workforce Education and Training (WET)**

## **PEER PERSONNEL PREPARATION RFP**

### **Request for Proposal Multiple Awards**

**13-4127**



400 R Street, Suite 330  
Sacramento, California 95811  
(916) 326-3650

December 2013

Funded by Proposition 63, Mental Health Services Act

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## SCHEDULE AND DEADLINES

Key Dates	Date	Time
RFP available to prospective proposers	<b>December 27</b>	<b>3:00 PM</b>
Written Questions Submittal Deadline	<b>January 10</b>	<b>3:00 PM</b>
Written responses, if any, to be posted on CSCR (BidSync)	<b>January 15</b>	<b>5:00 PM</b>
Mandatory Proposal Conference Call	<b>January 23</b>	<b>3:00 PM</b>
Mandatory Proposal Conference Call	<b>January 30</b>	<b>3:00 PM</b>
Final Date for Proposal Submission	<b>February 28</b>	<b>3:30 PM</b>
Notice of Intent to Award	<b>March 12</b>	<b>4:00 PM</b>
Proposed Contract Award Date	<b>April 2</b>	<b>NA</b>

## BACKGROUND

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

The WET Program is funded through appropriations in the State Budget and promotes: (i) the employment of mental health consumers and family members in the mental health system, and (ii) the inclusion of mental health consumers and incorporation of their viewpoints and experiences in training and education programs.

## ELIGIBILITY

Applications are invited from the following:

- A county, or a group of counties (with one of the counties identified as the fiscal sponsor), that are: (i) able to identify Peer Personnel positions, (ii) working in partnership with identified county(ies), educational institution(s), or training organization(s), and (iii) providing training that will prepare Peer Personnel for employment in positions within the Public Mental Health System.
- A Community Based Organization (CBO) with: (i) identified Peer Personnel positions within the Public Mental Health System, (ii) working in partnership with identified county(ies), educational institution(s), or training organization(s), (iii) with a system for training Peer Personnel for employment in positions, and (iv) can employ them within the CBO if their CBO is part of Public Mental Health System.
- An educational institution or training organization(s) that: (i) can provide the required training for Peer Personnel, (ii) in partnership with identified county(ies) or community organization(s) that are able to identify counties and/or CBOs within the Public Mental Health System that can and will employ Peer Personnel in identified positions.

Additionally, applicants and/or their sub-contractor(s) must have demonstrated experience in providing counseling, training and educational coursework and services to individuals who represent populations and communities that have been identified as unserved or underserved by the Public Mental Health System.

Applicants will clearly:

- A. Describe the locations and positions of need in their county or group of counties, to include settings and positions administered by the county(ies)' mental health agency in behavioral health and/or mental health using the table below:

Type of Organization (CBO/County)	Organization's Geographic Location	Total Number Current Peer Positions in Organization	Number of Peer Positions to Be Added in Organization	Geographic Location of Proposed Peer Positions

- B. In no more than four (4) sentences, describe what the duties and responsibilities will be of the proposed peer positions.
- C. Identify a relationship between county(ies) and an educational institution or training organization(s), or identify and describe the county training program that that will train and prepare Peer Personnel for employment in positions within the Public Mental Health System.
- D. Identify a relationship between the CBO and an educational institution and/or training organization(s), or identify and describe the CBO training program that will train and prepare Peer Personnel for employment in positions within the Public Mental Health System.
- E. Identify a relationship between the educational institution or training organization(s) and the county(ies) or CBOs that are able to identify Peer Personnel positions within the Public Mental Health System.
- F. Clearly define what constitutes successful completion of the identified educational and/or training program.
- G. Identify unserved/underserved communities to which Peer Personnel positions will provide service.
- H. Identify entry-level positions that will enable an individual to be employed in the Public Mental Health System and where the positions are located.
- I. Identify positions that will enable an individual to advance within the Public Mental Health System in a position higher than an entry-level position and where they are located.
- J. Ensure that career pathways exist for the identified positions and those career pathways can be filled by trained Peer Personnel. The positions must provide appropriate services to unserved or underserved individuals with mental health needs.
- K. Identify the total number of Peer Personnel that can be trained and placed in the Public Mental Health System through this program's efforts.
- L. Use Attachment 7 to identify some of the challenges the Proposer has identified in hiring Peer Personnel and/or assisting Peer Personnel secure employment.

## PURPOSE AND FUNDING

The Budget Act of 2013 appropriated \$2,000,000.00 for Peer Personnel support. OSHPD is issuing this RFP to support Peer Personnel, including families, by providing training in one or more of the following:

- Crisis management,
- Suicide prevention,
- Recovery planning,
- Targeted case management, and
- Other related peer training and support functions to facilitate the deployment of Peer Personnel as an effective and necessary service to clients and family members and as triage and targeted case management personnel.

For the purposes of this RFP, "Peer Personnel" is defined as:

- Clients of the Public Mental Health System as defined by Title 9, California Code of Regulations (CCR), Section 3200.040 and

- Family members of such clients.

The goal of this RFP is to enter into a contract, or contracts, to furnish all services as outlined below:

- A. Develop and document career pathways for positions employing Peer Personnel that provide entrance to the Public Mental Health System with defined opportunities to advance across healthcare systems (a defined career pathway). The identified positions must be able to be filled by Peer Personnel.
- B. Recruit Peer Personnel from the following populations and/or communities for participation in the defined career pathway:
  1. Students from high schools, adult education programs, regional occupation programs and/or community colleges serving communities identified as unserved or underserved by the county(ies)' Public Mental Health System within which the educational institution or training organization is located.
  2. Individuals and their families who currently are or who have received health, mental health, and/or substance use services from a program or agency that serves the identified unserved or underserved communities who are seeking employment in the Public Mental Health System.
  3. Individuals with health or mental health education and/or experience who can address cultural, diversity, and language proficiency needs of the county(ies)' Public Mental Health System.
- C. Establish/Expand an educational or training program that provides all of the following:
  1. A mental health educational or training program that fulfills identified minimum qualifications for positions identified in Eligibility Section, Paragraph A.
  2. The mental health educational or training program shall be no longer than one academic year or nine consecutive months in length.
  3. Course(s) that address, reflect and align with the communicated needs of the county(ies)' Public Mental Health System, provide exposure to Public Mental Health System, provide exposure to public mental health careers and MHSA's vision of wellness, recovery, resilience, consumer and family member driven services, cultural competence, community collaboration, and integrated service experiences.
  4. Training in the field (such as internships, volunteer experiences, and/or on the job training) in the Public Mental Health System.
  5. Successful completion of the program will enable immediate entry into an identified position of need in the Public Mental Health System workforce as well as encourage career progression through college and post-graduate education.
  6. A career counseling program that assists participants to develop an individualized career plan that includes short and long-term goals for entering, re-entering or advancing in the public mental health workforce.
  7. Assistance to apply, attend and complete one or more existing educational courses of study or training programs that are a pre-requisite preparation for entry into the Public Mental Health System in an identified area of need.
  8. Train a sufficient number of individuals to meet the county's and/or CBO's needs identified in Paragraph A.
- D. Increase the total number of Peer Personnel employed in the Public Mental Health System by recruiting and retaining Peer Personnel in identified entry-level positions.
  1. OSHPD may prorate payment based on the percentage of positions identified in the Eligibility section, Paragraph A that are filled with Peer Personnel who have successfully completed the educational or training program. If the Contractor(s) fills 100 percent of the positions identified in the Eligibility section, Paragraph A with Peer Personnel, they shall receive full funding; if the Contractor(s) fills 75 percent of the positions identified they shall receive 75 percent of the funding; if the Contractor(s) fills 60 percent of the positions identified they shall receive 60 percent of the funding; if the Contractor fills 50 percent of the positions identified, they shall receive 50 percent of the funding.
  2. If program participants are unsuccessful in gaining and/or maintaining employment in positions identified in the Eligibility section, Paragraph A due to insufficient skills, the Contractor(s) shall:
    - i. Demonstrate that such program participants will be providing retraining that addresses their skill deficiency.

- ii. If program participants are not retrained as required in Paragraph E(2)(i), the Contractor(s) shall provide detailed explanation for the inability of Contractor to provide the required training.
- 3. Failure of the Contractor(s) to fill at least one third of the positions identified in the Eligibility section, Paragraph A with Peer Personnel who have successfully completed the educational or training program shall be deemed a breach of contract at which time OSHPD may require the Contractor(s) to repay all funds received to OSHPD.
- E. Contractor may use the funds received under this RFP to provide financial support to students who commit to working in the county(ies)' Public Mental Health System within 180 days of successful completion of the training program identified in Paragraph D. The financial support may fund: books, travel, educational supplies, and lodging.
  - 1. In no instance, may financial support exceed \$50,000.00 or 10 percent of the total contract cost whichever is less.
  - 2. In no instance may a participating student receive more than \$2,500.00.
- F. The Contractor(s) will evaluate the Peer Personnel training program throughout the process, serve as a resource to other counties seeking to establish similar programs by sharing lessons learned in a public forum and present to stakeholders identified by OSHPD on the effectiveness of the program at least two (2) times per fiscal year at mutually agreed-upon times.
- G. Beginning in Fiscal Year (FY) 2014-15, the Contractor(s) will provide to OSHPD an annual evaluation report of the deliverables achieved in the FY. The evaluation report will highlight any successes and/or challenges faced in meeting the deliverables as specified in Exhibit F, section VII.
- H. Funding for the services above shall be contingent on the Contractor's successful achievement of each objective to the satisfaction of OSHPD. To demonstrate successful completion of each objective, Contractor shall be required to provide a progress report with the information required in Attachment 10 (Standard Agreement, Exhibit F).

The Contractor(s) shall use the progress report template in Exhibit F when reporting their outcome data.

Subject to the availability of funds, the period of this contract will be from **April 2, 2014** through **June 30, 2016**.

## CONTENT OF PROPOSAL

In order to develop a successful proposal, proposers will be required to be responsive to this RFP in its entirety. Submission of the following information is mandatory for an application to be considered for funding:

**Executive Summary:** Provide an overview of your ability to provide the services detailed in Purpose and Funding above. As detailed in the Eligibility section of this RFP, the Executive Summary must include a county needs assessment. Part of that needs assessment must be a completed Exhibit F. If awarded, Exhibit F shall become part of the contract.

**Detailed Work Plan:** Include a detailed work plan and a schedule for task completion that describes how all elements will be addressed as described in Attachment 5 (Work Plan, Executive Summary, and Schedule for Task Completion).

**Project Personnel:** The prospective Contractor will submit the titles, job descriptions, roles and hours of all personnel proposed to work on this project:

- A. The Proposer shall provide a written statement describing how he/she meets the Selection Criteria and the total number of hours the Contractor will spend on the project.
- B. Identify any sub-contractors that are planned to assist in accomplishing the Scope of Work, including their roles, abilities to provide services, and applicable qualifications. The Contractor will clearly state the total number of hours the sub-contractors will spend on the project.

**Professional References:** Any application must be accompanied by:

- A. A verification signed by the County Mental Health Director or designee confirming: i) the number of positions that can currently be filled by Peer Personnel in the county(ies) ii) the positions identified in the proposal are needed in the county(ies) within the Public Mental Health System named, iii) minimum qualifications have been identified for those positions, and iv) successful completion of the educational institution/training program identified in the proposal meets the minimum qualifications of the identified positions.
- B. Two professional references as provided in Attachment 4 (Proposer References).

**Cost Detail Format and Requirements:**

- A. The total cost of all tasks and milestones over three (3) fiscal years cannot exceed \$500,000.00.
- B. Proposers **shall use** Attachment 6 (Rate Proposal Worksheet) to prepare the cost detail for submission. The Rate Proposal Worksheet shall be consistent with the rate structure in Attachment 6.

**SELECTION CRITERIA**

The Proposer must submit a verification signed by the County Mental Health Director or Designee that:

- A. States the number of positions that are currently filled by Peer Personnel
- B. The positions identified in the proposal are needed in the county(ies) named
- C. Minimum qualifications have been identified for those positions, and
- D. Successful completion of the educational institution and/or training program identified in the proposal meets the minimum qualifications of the identified positions.

The identified educational institution/training organization(s) must provide at least two (2) professional references that can attest to the educational institution's/training organization's qualifications to accomplish this work. If the identified educational institution/training organization is part of the county, the two (2) professional letters of reference shall be from Community-Based Organizations.

Applications received will be evaluated, selected and scored based on the following:

- A. Identify a need across the county's healthcare systems that can be filled by Peer Personnel. The identified need shall specify the communities to be served.
- B. Identify entry-level positions that will enable an individual to be employed in the Public Mental Health System and where the positions are located. Use Exhibit F to identify what challenges, if any, may be associated with employing Peer Personnel.
- C. Identify positions that will enable an individual to advance within the Public Mental Health System in a position higher than an entry-level position and where they are located.
- D. Define clear minimum qualifications for the identified positions that can be met by successfully completing the educational or training program identified in the Proposal.
- E. Identify total number of Peer Personnel that will be trained and placed in the Public Mental Health System through the program via this RFP.
- F. The program's ability to demonstrate how it will/has created and/or strengthened employment resources, community support, and workforce preparation between the proposer and the community-based Peer Personnel employment resources.
- G. The Contractor(s) ability to demonstrate how the Contractor(s) will meet the needs identified in Item A.
- H. Demonstrate ability to develop a career pathway from positions identified in the proposal.
- I. Demonstrate ability to provide training and/or technical assistance to diverse audiences with varied needs.

**SUBMISSION**

- A. Proposals should provide concise descriptions of the Proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate.

- B. All proposals must be submitted under **sealed** cover and received by OSHPD by the date and time shown in the Schedule and Deadlines Table on page 3. 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**". 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 organization. All additional proposal sets may contain photocopies of the original package. In addition, the Proposer **MUST** submit an electronic copy of the proposal either by email at: [Inna.Tysoe@oshpd.ca.gov](mailto: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 organization's 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  
 400 R Street, Suite 330  
 Sacramento, CA 95811  
**RFP # 13-4127**  
 Peer Personnel Preparation  
**DO NOT OPEN**

**DEADLINE:**

The complete application package must be received at the office address **by 3:30 p.m. on February 28, 2014.** No extensions of the due date and/or time will be granted.

***PLEASE NOTE: Acceptance of application packages will NOT be based on postmarks. It is the applicant's responsibility to ensure that the application package is received in the office by the deadline.***

- A. The Proposer is responsible for ensuring its bid is received by the above listed contact person by the time and date required. Any bid reaching the contact person after the deadline date will be rejected.
- B. If the proposal is made under a fictitious name or business title, the actual legal name of Proposer must be provided.
- C. Proposals not submitted under sealed cover and marked as indicated will be rejected.
- D. All proposals shall include the documents identified in 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.
- E. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- F. A proposal will be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. OSHPD will reject any or all proposals and may waive an immaterial deviation in a proposal. OSHPD'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 contract. Costs incurred for developing proposals and in anticipation of award of the contract are entirely the responsibility of the Proposer and shall not be charged to OSHPD. 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 proposing entity. An unsigned proposal will be rejected.
- G. 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 Schedule and Deadlines. Proposal modifications offered in any other manner, oral or written, will not be considered.

- H. A Proposer may withdraw its proposal by submitting a written withdrawal request to OSHPD, signed by the Proposer or an authorized agent. A Proposer may thereafter submit a new proposal prior to the proposal submission deadline.
- I. A Proposer may withdraw its proposal, without cause, before the proposal submission deadline by submitting a written withdrawal request to OSHPD. The withdrawal request must be signed by 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 proposing entity. A Proposer may thereafter submit a new proposal prior to the Proposal submission deadline. After the proposal submission deadline, proposals may not be withdrawn.
- J. 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.
- K. Before submitting a response to this solicitation, bidders should review, correct all errors and comply with the RFP requirements.
- L. Where applicable, the Proposer should carefully examine work sites and specifications. No modifications to the contract will be made due to a lack of careful examination of work sites and specifications.
- M. The State does not accept alternate contract language from a prospective Contractor(s). A proposal with such language will be considered a counter proposal and will be rejected. The General Terms and Conditions (GTC) are not negotiable.
- N. No oral understanding or agreement shall be binding on either party.
- O. All Proposers agree that in submitting a proposal, they authorize OSHPD to verify all claimed information and references named.

## **EVALUATION PROCESS**

- 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 will be rejected.
- C. The final award(s) will be to the highest scored Proposal(s) which has provided all the required documentation and signatures and demonstrates the best value to the State.
- D. In assigning points for individual evaluation components, evaluators shall consider the extent to which the proposal:
  - 1. Contains information, depth, breadth, and significant facts/details; and
  - 2. Is fully developed, comprehensive, and has few, if any, weaknesses, defects or deficiencies; and
  - 3. Demonstrates that the Proposer understands OSHPD's needs, services sought and Contractor(s)' responsibilities; and
  - 4. Illustrates the Proposer's capacity to perform all services and meet all Work Plan requirements.

<b>EVALUATION TOOL</b>	
<b>Technical Merit Scoring Criterion</b>	<b>Maximum Points</b>
<b>Detailed Work Plan and Schedules</b> Executive Summary, History, Work Plan (methods for implementing) and schedule (when) for task completion that clearly and thoroughly describes how the Proposer will successfully implement all services as described in Exhibit A, Scope of Work	<b>25</b>
<b>Project Personnel</b> <ul style="list-style-type: none"> <li>Identify the titles, job descriptions, roles, and hours of each of individual/contractor/sub-contractor proposed to be working on the project</li> <li>Identify the qualifications of the listed personnel is proposed to work on the project</li> </ul>	<b>10</b>
<b>Strength of the Program</b> Explain and/or demonstrate how the program will be/has been created and/or strengthened community support and workforce preparation between the proposer and the community-based peer employment and peer education and training resources.	<b>20</b>
<b>Meeting Identified Needs</b> <ul style="list-style-type: none"> <li>Identify the service needs that Peer Personnel will meet in the Public Mental Health System</li> <li>Demonstrate the manner in which the Proposer will meet those needs</li> </ul>	<b>10</b>
<b>References</b> References will verify the Proposer's capacity to provide the services describes in Exhibit A and will include a verification signed by the County Mental Health Director or Designee that i) The number of positions that are currently filled by Peer Personnel in the county(ies), ii) the positions identified in the proposal are needed in the county(ies) named, iii) minimum qualifications have been identified for those positions and iv) successful completion of the educational institution/training program identified in the proposal meets the minimum qualifications of the identified positions.	<b>5</b>
<b>Technical Merit Maximum Points</b> (To be considered responsive and evaluated for cost, proposal must obtain a minimum of 49 points)	<b>70</b>
<b>Budget/Rates</b> OSHPD will score the cost effectiveness needed to effectively and successfully implement and administer the Peer Personnel program.  Rate proposals will be equalized to a per Peer Personnel position rate, by the following formula: Total Proposal dollars divided by number of Peer Personnel positions proposed equals rate per Peer Personnel position.  Lowest rate per Peer Personnel position will be awarded the maximum of thirty (30) points.  Other proposals will be awarded cost points using the following calculation:  Subsequent: Divide lowest rate by subsequent proposal rate then multiply by 30.  Example: Lowest Per Position Rate = \$1,000.00 = 30 points  Second Lowest Per Position Rate = \$2,000.00 (1,000 divided by 2,000) multiplied by 30 = 15 points	<b>30</b>
<b>Total Possible Points</b>	<b>100</b>

## **AWARD**

Up to four (4) proposers may be awarded a contract under this RFP. The total cost of all tasks and milestones over three (3) fiscal years cannot exceed \$500,000.00 per contract.

- 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. The final award(s) will be to the highest scored proposal(s).
- C. OSHPD reserves the right to reject all proposals at its sole discretion. OSHPD is not required to award a contract and will not award a contract if budget authority is not granted.

Notice of the proposed award(s) shall be posted in a public place in the offices of OSHPD, 400 R Street, Suite 359 Sacramento, CA 95811 and on the following internet site: <http://www.oshpd.ca.gov> for five (5) working days prior to awarding the contract.

## PROTEST

Protest Procedures:

- A. If a Proposer wishes to protest, they must file a Letter of Protest. The Letter of Protest must be received by OSHPD within five (5) working days of notice of proposed award. Address Letter of Protest to:

**RFP # 13-4127**  
Peer Personnel Preparation RFP Letter of Protest  
Office of Statewide Health Planning and Development  
400 R Street, Suite 330  
Sacramento, CA 95811  
Attn: Inna Tysoe

- B. The only acceptable delivery method for a Letter of Protest is by a postal service (United States Postal Service, FedEx, etc.). The Letter of Protest must describe the factors which caused the Proposer to conclude that the Evaluation and Selection Committee did not follow the prescribed rating standards, explain why the score is in conflict with evaluation and scoring 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.
- C. If any Proposer files a Letter of Protest, no contract shall be awarded until OSHPD has reviewed the protest.
- D. A decision will be rendered within five (5) working days of the receipt of the Letter of Protest and will be considered final.

## QUESTIONS

Questions regarding the RFP may be submitted to OSHPD via e-mail at [OSHPD.MHSAWET@oshpd.ca.gov](mailto:OSHPD.MHSAWET@oshpd.ca.gov) or can be submitted directly to the BidSync website by **January 10, 2014**.

## MANDATORY PROPOSAL CONFERENCES

Two mandatory proposal conferences are scheduled on **January 23, 2014 at 3:00 PM, and on January 30, 2014 at 3:00 PM** for the purpose of clarifying the content of this RFP. The mandatory proposal conferences will be available through conference call: 888-808-8526 Code: 233068 or in the OSHPD Sacramento, California office:

OSHPD Offices  
400 R Street, Suite 330  
Sacramento, California 95811  
Attn: Inna Tysoe  
(916) 326-3650

If a Proposer does not attend either of the mandatory proposal conference either in person or by telephone, they will be disqualified. Assistance for Proposers requiring reasonable accommodation due to a physical, mental or emotional impairment for the proposal conference will be provided by OSHPD upon request. The Proposer(s) must call OSHPD at (916) 326-3635 no later than five (5) working days prior to the scheduled date and time of the mandatory proposal conference to arrange for reasonable accommodation.

## 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.

## CONTRACT EXECUTION AND PERFORMANCE

- A. Should the Contractor(s) fail to commence work at the agreed upon time, OSHPD, upon five (5) days written notice to the Contractor(s), reserves the right to terminate the contract.
- B. All performance under the contract shall be completed on or before the termination date of the contract.
- C. Special Note to Proposers: Please take careful note of the terms and conditions listed in the sample contract. This is a competitive process. All Proposers will be subject to the term and conditions in the sample contract. Any Proposer who is successful will have a contract written to include the costs indicated in their proposal.

## PREFERENCE PROGRAMS

### Small Business Preference:

Proposers that are certified as a small business in California are encouraged to apply. In accordance with Government Code Section 14838 et seq. and California Code of Regulations, Title 2, Section 1896, et seq., a five percent (5%) preference will be granted to Proposers properly certified as a California Small Business, Microbusiness. An explanation on how to become certified as a small business, and related information, can be found on the internet at: <http://www.pd.dgs.ca.gov>. For the purposes of this RFP, all Proposers must submit a completed "Small Business Form." Applications must be on file at the Office of Small Business and Disabled Veteran Business Enterprise Services by 5:00 p.m. on proposal opening day.

### Non-Small Business Preference:

Revisions to Government Code Section 14838 (b) (1) & (2) provide for a non-small business preference. Further information on this Non-Small Business Preference, can be found on the Internet at <http://www.pd.dgs.ca.gov>.

Non-Small Business bidders will be granted a five percent (5%) Non-Small Business sub-contractor preference on a bid evaluation when a responsible Non-Small Business has submitted the lowest-priced responsive bid or a bid that has been ranked as the highest scored bid pursuant to a solicitation evaluation method described in Section 1896.8, and when Non-Small Business bidder:

- A. Has included in its bid a notification to the awarding department that it commits to sub-contract at least twenty-five percent (25%) of its net bid price with one or more Small Businesses; and
- B. Has submitted a timely, responsive bid; and
- C. Is determined to be a responsive bidder; and
- D. Submits a list of the Small Businesses it commits to sub-contract with for a commercially useful function in the performance of the contract. The list of sub-contractors shall include their name, address, phone number, a description of the work to be performed, and the dollar amount or percentage (as specified in the solicitation) per sub-contractor.

**Disabled Veteran Business Enterprise Incentive Program (Optional):**

OSHPD hereby waives the mandatory Disabled Veteran Business Enterprise (DVBE) participation requirement for this RFP; however, an incentive for bidders who include DVBE participation is available and encouraged. A five percent (5%) preference will be granted to Proposers certified as a Non-Profit Veteran Service Agency in accordance with the Military and Veterans Code Section 999.51. For evaluation purposes only, OSHPD shall apply an incentive to bids that include California certified DVBE participation and confirmed by OSHPD. The incentive amount will vary in conjunction with the percentage of DVBE participation in accordance with the following formula:

<b>Confirmed DVBE Participation of:</b>	<b>DVBE Incentive:</b>
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

The net bid price of responsive bids with DVBE participation will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked, responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be other California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000.00, whichever is less, of the #1 ranked net bid price. When used in combination with a Small Business preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.00.

Information submitted by the bidder to claim the DVBE incentive will be verified by OSHPD. Only the DVBEs who shall perform a commercially useful function relevant to the Scope of Work included in this RFP may be used to qualify the bidder for a DVBE incentive.

For more information regarding the DVBE incentive, Commercially Useful Function definition, and how to find DVBEs, please view the following website:

<http://www.documents.dgs.ca.gov/pd/poliproc/MASTER-DVBEIncentivePkg.pdf>

**Other Preference Programs (Optional):**

Additional preference programs exist for business enterprise zones and military base closure areas. These programs include: Target Area Contract Preference Act (TACPA).

The following are specific instructions related to each section of the application, failure to provide information as instructed could result in the application being disqualified.

## 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 and County Mental Health Director Verification

Attachment 5 - Work Plan and Schedule for Task Completion

Attachment 6 - Rate Proposal Worksheet

Attachment 7 – Challenges Identified

Attachment 8 - Payee Data Record (STD 204)

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

Attachment 9 - Contractor Certification Clauses (CCC-307). CCC-307 can also be found on the internet at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).

Attachment 10 - Sample Standard Agreement (STD 213 and Exhibits)

**ATTACHMENT 1****REQUIRED ATTACHMENT CHECKLIST****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 "X" 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.

<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 and County Mental Health Director Verification
_____	Attachment 5	Work Plan and Schedule for Task Completion
_____	Attachment 6	Rate Proposal Worksheet
_____	Attachment 7	Challenges Identified

**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 Will be Cause for Rejection**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

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.

State of California—Department of General Services, Procurement Division  
GSPD-05-105 (REV 08/09)

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, 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, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
				0%	<input type="checkbox"/>	<input type="checkbox"/>
				0%	<input type="checkbox"/>	<input type="checkbox"/>
				0%	<input type="checkbox"/>	<input type="checkbox"/>

**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)
- Nonprofit Veteran Service Agency (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, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

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, NVSA, DVBE or None)**—If the subcontractor possesses a current State of California certification(s), verify on this website ([www.eprocure.pd.dgs.ca.gov](http://www.eprocure.pd.dgs.ca.gov)).

**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, NVSA, and/or DVBE status

**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 "**N/A**" 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****PROPOSER REFERENCES AND COUNTY MENTAL HEALTH DIRECTOR VERIFICATION**

Submission of this Attachment is mandatory. Failure to complete and return this Attachment with your proposal will cause your proposal to be rejected and deemed nonresponsive.

**List below two (2) references of similar types of services performed for other entities within the last four (4) years. If two references cannot be provided, please explain why on an attached sheet of paper.**

<b>REFERENCE 1</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Email Address			
Dates of Service		Value or Cost of Service	
Narrative of Service Provided (include timeline and outcomes)			
What is the role of the reference/firm?			

<b>REFERENCE 2</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Email Address			
Dates of Service		Value or Cost of Service	
Narrative of Service Provided (include timeline and outcomes)			
What is the role of the reference/firm?			

**COUNTY MENTAL HEALTH DIRECTOR VERIFICATION**

Date:

County:

This proposal will support activities/programs that will contribute to remedying the shortage of qualified individuals to provide services to address severe mental illnesses in the Public Mental Health System, and to transform service delivery according to the intent of the MHSA. I therefore attest that:

1. Provide the number of positions that are currently filled by Peer Personnel in the County(ies).
2. The positions identified in this proposal are needed in \_\_\_\_\_(County(ies))
3. Minimum qualifications have been identified for the positions named in this proposal.
4. Successful completion of the educational institution/training program identified in the proposal meets the minimum qualifications of the identified positions.

**Certification:**

I hereby certify that the above is true and correct.

\_\_\_\_\_  
Director, County Mental Health Program (Print)

\_\_\_\_\_  
Director, County Mental Health Program (Signature)

\_\_\_\_\_  
Date

**ATTACHMENT 5**

**WORK PLAN, EXECUTIVE SUMMARY, HISTORY AND SCHEDULE FOR TASK  
COMPLETION**

***(Your Proposal will be Attachment 5)***

**ATTACHMENT 6 - RATE PROPOSAL WORKSHEET**

Proposer's Name: \_\_\_\_\_

Deliverable	Description	Proposed Dates of Service	Rate
1. Positions and Career Pathways	<p>The Contractor shall:</p> <ul style="list-style-type: none"> <li>Develop and document career pathways for positions employing Peer Personnel that provide entrance to the Public Mental Health System with defined opportunities to advance across healthcare systems (a defined career pathway). The identified positions must be able to be filled by Peer Personnel.</li> </ul> <p>Funding shall be contingent on the Contractor demonstrating the success of the outreach efforts, to the satisfaction of OSHPD, by documenting the outreach efforts to the populations identified above. Contractor shall be required to provide a progress report with the information required in Attachment 10 (Standard Agreement, Exhibit G).</p>	FY 13-14	
2. Recruitment and Outreach	<p>The Contractor shall recruit Peer Personnel from the following populations and/or communities for participation in the defined career pathway:</p> <ul style="list-style-type: none"> <li>Students from high schools, adult education programs, regional occupation programs and/or community colleges serving communities identified as unserved or underserved by the county(ies)' Public Mental Health System within which the educational institution or training organization(s) is located.</li> <li>Individuals and their families who currently are or who have received health, mental health, behavioral health, and/or substance use services from a program or agency that serves the identified unserved or underserved communities.</li> <li>Individuals with health or mental health education and/or experience who can address cultural, diversity and language proficiency needs of the county(ies)' Public Mental Health System.</li> </ul> <p>Funding shall be contingent on the Contractor demonstrating the success of the outreach efforts, to the satisfaction of OSHPD, by documenting the outreach efforts to the populations identified above. Contractor shall be required to provide a progress report with the information required in Attachment 10 (Standard Agreement, Exhibit F).</p>	FY 13-14	

3. Educational Program Structure	<p>Establish/Expand an educational or training program that provides all of the following:</p> <ul style="list-style-type: none"> <li>• A mental health educational or training program or course(s) of instruction that fulfills identified minimum qualifications for positions identified in the Eligibility section, paragraph A.</li> <li>• The mental health educational or training program shall be no longer than one academic year or nine consecutive months in length.</li> <li>• Course(s) that address, reflect and align with the communicated needs of the county(ies)' Public Mental Health System, provide exposure to Public Mental Health System, provide exposure to public mental health careers and MHSA's vision of wellness, recovery, resilience, consumer and family member driven services, cultural competence, community collaboration, and integrated service experiences.</li> </ul> <p>Funding shall be contingent on the Contractor demonstrating that educational program structure meets the requirements set forth herein. Contractor shall be required to provide a progress report with the information required in Attachment 10 (Standard Agreement, Exhibit F).</p>	FY 13-14	
4. Training, Placement, Re-Training	<p>Contractor shall provide the following:</p> <ul style="list-style-type: none"> <li>• Training in the field (such as internships, volunteer work experiences, and/or on the job training) in the Public Mental Health System.</li> <li>• Successful completion of the program will enable immediate entry into an identified position of need in the Public Mental Health System workforce as well as encourage career progression through college and post-graduate education.</li> <li>• A career counseling program that assists participants develop an individualized career plan that includes short- and long-term goals for entering, re-entering or advancing in the public mental health workforce.</li> <li>• Assistance to apply, attend and complete one or more existing educational courses of study or training programs that are a pre-requisite preparation for entry into the Public Mental Health System in an identified area of need.</li> <li>• Train a sufficient number of individuals to meet the county's and/or CBO's needs as identified in Eligibility Section, Paragraph A.</li> <li>• Increase the total number of Peer Personnel employed in the Public Mental Health System by recruiting and retaining Peer Personnel in identified entry-level positions.</li> </ul>	FY 14-15	

	<ul style="list-style-type: none"> <li>• OSHPD may prorate payment based on the percentage of positions identified in the Eligibility section, paragraph A that are filled with Peer Personnel who have successfully completed the educational training program. If the Contractor(s) fills 100 percent the positions identified in the Eligibility section, paragraph A with Peer Personnel, they shall receive full funding; if the Contractor(s) fills 75 percent the positions identified they shall 75 percent of the funding; if Contractor(s) fills 60 percent of the positions identified they shall receive 60 percent of the funding; if Contractor(s) fills 50 percent of the positions identified, they shall receive 50 percent of the funding.</li> <li>• If program participants are unsuccessful in gaining and/or maintaining employment in positions identified in the Eligibility section, paragraph A due to insufficient skills, the Contractor(s) shall: <ul style="list-style-type: none"> <li>○ Demonstrated that such program participants are provided retraining that addresses their skill deficiency.</li> <li>○ If program participants are not retrained within 90 days, the Contractor(s) shall provide detailed explanation as to the reasons of inability of program participants to receive training that addresses the program participants' skill deficiency that attributed to them being unsuccessful in gaining or maintaining employment.</li> </ul> </li> <li>• Failure of the Contractor(s) to fill at least one third of the positions identified in the Eligibility section, paragraph A with Peer Personnel who have successfully completed the educational or training program shall be deemed a breach of contract at which time OSHPD may require the Contractor(s) to repay all funds received to OSHPD.</li> <li>• Contractor may use the funds received under this contract to provide financial support to students who commit to paid and/or unpaid payback service obligation in the county(ies) Public Mental Health System. The financial support may fund: books, travel, educational supplies, and lodging. <ul style="list-style-type: none"> <li>○ In no instance, may financial support exceed \$50,000.00 or 10 percent of the total contract cost, whichever is less.</li> <li>○ In no instance may a participating student receive more than \$2,500.00.</li> </ul> </li> </ul> <p>Funding shall be contingent on the Contractor's successful completion of this objective. Contractor shall be required to provide a progress report with the information required in Attachment 10 (Standard Agreement, Exhibit F).</p>		
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5. Evaluation	<p>The Contractor(s) will:</p> <ul style="list-style-type: none"><li>• Evaluate the Peer Personnel training program</li><li>• Serve as a resource to other counties seeking to establish similar programs by sharing lessons learned in a public forum.</li><li>• Beginning in FY 2014-15 provide to OSHPD an annual evaluation report of the deliverables achieved in the FY.<ul style="list-style-type: none"><li>○ The evaluation report will highlight any successes and/or challenges faced in meeting the deliverables as specified in Exhibit F, Section VII.</li></ul></li></ul> <p>Funding shall be contingent on the Contractor's successful completion of this objective. Contractor shall be required to provide a progress report with the information required in Attachment 10 (Standard Agreement, Exhibit F).</p>	FY 14-15 and FY 15-16	
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**ATTACHMENT 7 – CHALLENGES IDENTIFIED**

Use the table below to document what challenges, if any, may be associated with employing Peer Personnel.

Issues	Current Status	
	X Is a Challenge	X Identified Resolution
<b>1. Recruitment</b>		
a) Developing job descriptions for identified Peer Personnel positions specifically designated for peer personnel as defined in this RFP	<input type="checkbox"/>	<input type="checkbox"/>
b) Developing job qualification statements for identified Peer Personnel positions (e.g., consumer/family member experience required, desired, preferred)	<input type="checkbox"/>	<input type="checkbox"/>
c) Human Resources Department (HR) applicant screening process significantly impacts the screening efforts of Peer Personnel who apply for identified Peer Personnel positions	<input type="checkbox"/>	<input type="checkbox"/>
d) HR communication with applicants regarding minimum qualifications leads to an increased number of individuals with lived experience applying for Peer Personnel positions	<input type="checkbox"/>	<input type="checkbox"/>
e) HR approves the hiring of consumers and/or family members as county employees	<input type="checkbox"/>	<input type="checkbox"/>
f) Advertising and outreach efforts	<input type="checkbox"/>	<input type="checkbox"/>
g) Other (specify) _____	<input type="checkbox"/>	<input type="checkbox"/>
<b>2. Barriers</b>		
a) Reasonable Accommodations for Peer Personnel attributable to a person's disability	<input type="checkbox"/>	<input type="checkbox"/>
b) Stigma limits recruitment and employment efforts	<input type="checkbox"/>	<input type="checkbox"/>
c) Stigma impacts working environment for those Peer Personnel program participants who obtain employment in the Public Mental Health System.	<input type="checkbox"/>	<input type="checkbox"/>
d) Other (Specify _____ )	<input type="checkbox"/>	<input type="checkbox"/>
<b>3. Jobs, Careers</b>		
a) Soliciting input from consumers and family members in creating specifically designated positions	<input type="checkbox"/>	<input type="checkbox"/>
b) Peer Personnel's skills did not fit the needs of the position for which they were hired	<input type="checkbox"/>	<input type="checkbox"/>



STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

**PAYEE DATA RECORD**

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

1	<p><b><u>Requirement to Complete Payee Data Record, STD. 204</u></b></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><b><u>Are you a California resident or nonresident?</u></b></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><b><u>Privacy Statement</u></b></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 9****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:
  - the dangers of drug abuse in the workplace;
  - the person's or organization's policy of maintaining a drug-free workplace;
  - any available counseling, rehabilitation and employee assistance programs; and,
  - penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - receive a copy of the company's drug-free workplace policy statement; and,

- 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 lesser 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](http://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 10 – SAMPLE STANDARD AGREEMENT**STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

AGREEMENT

REGISTRATION

1. This Agreement is entered into between the State Agency and the Contractor named below:	
STATE AGENCY'S NAME <u>Office of Statewide Health Planning and Development</u>	
CONTRACTOR'S NAME	
2. The term of this _____ 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 agreement)	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 <a href="http://www.ols.dgs.ca.gov/Standard+Language">www.ols.dgs.ca.gov/Standard+Language</a></i>	
<b>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</b>	
<b>CONTRACTOR</b>	
<i>California Department of General Services Use Only</i>	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership,	
BY (Authorized Signature)	
DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	
<b>STATE OF CALIFORNIA</b>	
AGENCY NAME	
<u>Office of Statewide Health Planning and Development</u>	
BY (Authorized Signature)	
DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING	
Pattye Nelson, SSM I	
ADDRESS	
400 R Street, Suite 359 Sacramento, CA 95811	
<input type="checkbox"/> Exempt per: _____	

**EXHIBIT A****SCOPE OF WORK**

1. \_\_\_\_\_ (Contractor) will provide to the Office of Statewide Health Planning and Development (OSHPD) a Peer Personnel training program as described herein.
2. **Performing Services**  
Services shall be performed throughout the State of California.
3. **Hours of Service**  
Services shall be provided during normal working hours, Monday through Friday, except holidays.
4. **Program Representatives**

Office of Statewide Health Planning and Development	Contractor's Name
Section/Unit: Health Professions Education Foundation	Section/Unit:
Attention: Inna Tysoe	Attention:
Address: 400 R Street, Suite 330 Sacramento, CA 95811	Address:
Phone: (916) 326-3650	Phone:
Fax: (916) 324-6585	Fax:
Email: Inna.Tysoe@oshpd.ca.gov	Email:

Direct all administrative inquiries to:

Office of Statewide Health Planning and Development	Contractor's Name
Section/Unit: Accounting	Section/Unit:
Attention:	Attention:
Address: 400 R Street, Suite 359 Sacramento, CA, 95811	Address:
Phone: (916) 326-3200	Phone:
Fax: (916) 324-6585	Fax:
Email: Inna.Tysoe@oshpd.ca.gov	Email:

**5. Description of Work to be Performed**

The Contractor will develop for OSHPD products and services consistent with the objectives listed in the table below.

- A. Develop and document career pathways for positions employing Peer Personnel that provide entrance to the Public Mental Health System with defined opportunities to advance across healthcare systems (a defined career pathway). The identified positions must be able to be filled by Peer Personnel.
- B. Recruit Peer Personnel from the following populations and/or communities for participation in the defined career pathway:
  1. Students from high schools, adult education programs, regional occupation programs and/or community colleges serving communities identified as unserved or

- underserved by the county(ies)' Public Mental Health System within which the educational institution or training organization is located.
2. Individuals and their families who currently are or who have received health, mental health, and/or substance use services from a program or agency that serves the identified unserved or underserved communities who are seeking employment in the Public Mental Health System.
  3. Individuals with health or mental health education and/or experience who can address cultural, diversity, and language proficiency needs of the county(ies)' Public Mental Health System.
- C. Establish/Expand an educational or training program that provides all of the following:
1. A mental health educational or training program that fulfills identified minimum qualifications for positions identified in Exhibit F, Section II.
  2. The mental health educational or training program shall be no longer than one (1) academic year or nine (9) consecutive months in length.
  3. Course(s) that address, reflect and align with the communicated needs of the county(ies)' Public Mental Health System, provide exposure to Public Mental Health System, provide exposure to public mental health careers and MHSA's vision of wellness, recovery, resilience, consumer and family member driven services, cultural competence, community collaboration, and integrated service experiences.
  4. Training in the field (such as internships, volunteer experiences, and/or on the job training) in the Public Mental Health System.
  5. Successful completion of the program will enable immediate entry into an identified position of need in the Public Mental Health System workforce as well as encourage career progression through college and post-graduate education.
  6. A career counseling program that assists participants to develop an individualized career plan that includes short and long-term goals for entering, re-entering or advancing in the public mental health workforce.
  7. Assistance to apply, attend and complete one or more existing educational courses of study or training programs that are a pre-requisite preparation for entry into the Public Mental Health System in an identified area of need.
  8. Train a sufficient number of individuals to meet the county(ies)' and/or CBO's needs identified in Exhibit F, Section II.
- D. Increase the total number of Peer Personnel employed in the Public Mental Health System by recruiting and retaining Peer Personnel in identified entry-level positions.
1. OSHPD may prorate payment based on the percentage of positions identified in Exhibit G, Section II that are filled with Peer Personnel who have successfully completed the educational or training program. If the Contractor(s) fills 100 percent of the positions identified in Exhibit F, Section II with Peer Personnel, they shall receive full funding; if the Contractor(s) fills 75 percent of the positions identified they shall receive 75 percent of the funding; if the Contractor(s) fills 60 percent of the positions identified they shall receive 60 percent of the funding; if the Contractor fills 50 percent of the positions identified, they shall receive 50 percent of the funding.
  2. If program participants are unsuccessful in gaining and/or maintaining employment in positions due to insufficient skills, the Contractor(s) shall:
    - i. Demonstrate that such program participants are provided retraining that addresses their skill deficiency.
    - ii. If program participants are not retrained within 90 days, the Contractor(s) shall provide detailed explanation as to the reasons of inability of program participants to receive training that addresses the program participants' skill deficiency that attributed to them being unsuccessful in gaining or maintaining employment.

3. Failure of the Contractor(s) to fill at least one third of the positions identified in Exhibit F, Section II with Peer Personnel who have successfully completed the educational or training program shall be deemed a breach of contract at which time OSHPD may require the Contractor(s) to repay all funds received to OSHPD.
- E. Contractor may use the funds received under this RFP to provide financial support to students who commit to working in the county(ies)' Public Mental Health System within 180 days of successful completion of the training program identified in paragraph D. The financial support may fund: books, travel, educational supplies, and lodging.
    1. In no instance, may financial support exceed \$50,000.00 or 10 percent of the total contract cost whichever is less.
    2. In no instance may a participating student receive more than \$2,500.00.
  - F. The Contractor(s) will evaluate the Peer Personnel training program throughout the process, serve as a resource to other counties seeking to establish similar programs by sharing lessons learned in a public forum and present to stakeholders identified by OSHPD on the effectiveness of the program at least two (2) times per fiscal year at mutually agreed-upon times.
  - G. Beginning in FY 2014-15, the Contractor(s) will provide to OSHPD an annual evaluation report of the deliverables achieved in the FY. The evaluation report will highlight any successes and/or challenges faced in meeting the deliverables as specified in Exhibit F, Section VII.
  - H. Funding for the services above shall be contingent on the Contractor's successful achievement of each objective to the satisfaction of OSHPD. To demonstrate successful completion of each objective the Contractor shall be required to provide a progress report with the information required in Attachment 10 (Standard Agreement, Exhibit F).
  - I. OSHPD will monitor the activities and progress of the Contractor through regular meetings, the Contractor's submission of progress reports and a final report.

**EXHIBIT B****BUDGET DETAIL AND PAYMENT PROVISIONS****1. INVOICING AND PAYMENT**

- A. Upon completion of each deliverable identified in Section 6.1 to OSHPD's written satisfaction and upon the subsequent receipt and approval of an invoice for services satisfactorily rendered, OSHPD agrees to compensate Contractor in accordance with the rates specified in Section 4 of this Exhibit B, Budget Detail.
- B. The Contractor shall not invoice OSHPD for work performed under this Agreement until the Contractor receives written confirmation from OSHPD that the deliverable(s) reflected in the invoice has been completed to OSHPD's satisfaction.
- C. No payment shall be due to Contractor until OSHPD Accounting receives an accurate invoice reflecting services rendered.
- D. Payment shall not be due until the latter of: (a) The date of acceptance of each deliverable; and (b) receipt of an accurate invoice reflecting the goods and services accepted. OSHPD expressly reserves the right to adjust or modify the rates for services based on the outcomes reported by the Contractor in the progress reports.
- E. OSHPD may prorate payment based on the percentage of positions identified in Exhibit F, Section II that are filled with Peer Personnel who have successfully completed the educational training program. If the Contractor(s) fills 100 percent of the positions identified in Exhibit F, Section II with Peer Personnel, they shall receive full funding; if the Contractor(s) fills 75 percent of the positions identified they shall receive 75 percent of the funding; if Contractor(s) fills 60 percent of the positions identified they shall receive 60 percent of the funding; if Contractor(s) fills 50 percent of the positions identified, they shall receive 50 percent of the funding.
- F. If program participants are unsuccessful in gaining and/or maintaining employment in positions identified in Exhibit F, Section II due to insufficient skills, the Contractor(s) shall:
  1. Demonstrated that such program participants are provided retraining that addresses their skill deficiency.
  2. If program participants are not retrained within 90 days, the Contractor(s) shall provide detailed explanation as to the reasons of inability of program participants to receive training that addresses the program participants' skill deficiency that attributed to them being unsuccessful in gaining or maintaining employment.
- G. Failure of the Contractor(s) to fill at least one third of the positions identified in Exhibit F, Section II with Peer Personnel who have successfully completed the educational or training program shall be deemed a breach of contract at which time OSHPD may require the Contractor(s) to repay all funds received to OSHPD.
- H. For contracts which allow partial payment to be made, partial payment of the contract price during the progress of the work shall have a minimum of ten (10) percent of the total yearly payment amount withheld pending satisfactory completion of products and services contracted for that contract year.

## 2. INSTRUCTION TO THE CONTRACTOR

- A. 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 not more frequently than quarterly in arrears:

Office of Statewide Health Planning and Development (OSHPD)  
Attn: Accounting  
400 R Street, Suite 359  
Sacramento, CA 95811

- B. 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 deliverables provided;
- OSHPD contract number 13-4XXX;
- Invoice date;
- Invoice total; and
- Authorizing signature.

- C. Deliverables

Deliverables must be sent electronically to [OSHPD.MHSAWET@oshpd.ca.gov](mailto:OSHPD.MHSAWET@oshpd.ca.gov) with a hard copy mailed to the address below. Both the electronic and hard copy of invoice must be received to be processed for approval.

Invoices will not be processed for payment until deliverables have been received and approved by OSHPD WET Contract Manager. Mail all invoices and deliverables to:

Office of Statewide Health Planning and Development (OSHPD)  
Healthcare Workforce Development Division  
Attn: Inna Tysoe  
400 R Street, Suite 330  
Sacramento, CA 95811

## 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.

## 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. In no case shall the total of all deliverables exceed \$500,000.00 over three (3) fiscal years under this contract.

Deliverable	Description	Proposed Dates of Service	Rate
1. Positions and Career Pathways	<p>The Contractor shall:</p> <ul style="list-style-type: none"> <li>Develop and document career pathways for positions employing Peer Personnel that provide entrance to the Public Mental Health System with defined opportunities to advance across healthcare systems (a defined career pathway). The identified positions must be able to be filled by Peer Personnel.</li> </ul> <p>Funding shall be contingent on the Contractor demonstrating the success of the outreach efforts, to the satisfaction of OSHPD, by documenting the outreach efforts to the populations identified above. Contractor shall be required to provide a progress report with the information required in Attachment 10 (Standard Agreement, Exhibit F).</p>	FY 13-14	
2. Recruitment and Outreach	<p>The Contractor shall recruit Peer Personnel from the following populations and/or communities for participation in the defined career pathway:</p> <ul style="list-style-type: none"> <li>Students from high schools, adult education programs, regional occupation programs and/or community colleges serving communities identified as unserved or underserved by the county(ies)' Public Mental Health System within which the educational institution or training organization(s) is located.</li> <li>Individuals and their families who currently are or who have received health, mental health, behavioral health, and/or substance use services from a program or agency that serves the identified unserved or underserved communities.</li> <li>Individuals with health or mental health education and/or experience who can address cultural, diversity and language proficiency needs of the county(ies)' Public Mental Health System.</li> </ul>	FY 13-14	

Deliverable	Description	Proposed Dates of Service	Rate
	<p>Funding shall be contingent on the Contractor demonstrating the success of the outreach efforts, to the satisfaction of OSHPD, by documenting the outreach efforts to the populations identified above. Contractor shall be required to provide a progress report with the information required in Attachment 10 (Standard Agreement, Exhibit F).</p>		
<p>3. Educational Program Structure</p>	<p>Establish/Expand an educational or training program that provides all of the following:</p> <ul style="list-style-type: none"> <li>• A mental health educational or training program or course(s) of instruction that fulfills identified minimum qualifications for positions identified in Exhibit F, Section II.</li> <li>• The mental health educational or training program shall be no longer than one academic year or nine consecutive months in length.</li> <li>• Course(s) that address, reflect and align with the communicated needs of the county(ies)' Public Mental Health System, provide exposure to Public Mental Health System, provide exposure to public mental health careers and MHSA's vision of wellness, recovery, resilience, consumer and family member driven services, cultural competence, community collaboration, and integrated service experiences.</li> </ul> <p>Funding shall be contingent on the Contractor demonstrating that educational program structure meets the requirements set forth herein. Contractor shall be required to provide a progress report with the information required in Attachment 10 (Standard Agreement, Exhibit F).</p>	<p>FY 13-14</p>	
<p>4. Training, Placement, Re-Training</p>	<p>Contractor shall provide the following:</p> <ul style="list-style-type: none"> <li>• Training in the field (such as internships, volunteer work experiences, and/or on the job training) in the Public Mental Health System.</li> <li>• Successful completion of the program will enable immediate entry into an identified position of need in the Public Mental Health System workforce as well as encourage career progression through college and post-</li> </ul>	<p>FY 14-15</p>	

Deliverable	Description	Proposed Dates of Service	Rate
	<p>graduate education.</p> <ul style="list-style-type: none"> <li>• A career counseling program that assists participants develop an individualized career plan that includes short- and long-term goals for entering, re-entering or advancing in the public mental health workforce.</li> <li>• Train a sufficient number of individuals to meet the county(ies)' and/or CBO's needs as identified in Exhibit F, Section II.</li> <li>• Assistance to apply, attend and complete one or more existing educational courses of study or training programs that are a pre-requisite preparation for entry into the Public Mental Health System in an identified area of need.</li> <li>• Increase the total number of Peer Personnel employed in the Public Mental Health System by recruiting and retaining Peer Personnel in identified entry-level positions. <ul style="list-style-type: none"> <li>○ OSHPD may prorate payment based on the percentage of positions identified in Exhibit F, Section II that are filled with Peer Personnel who have successfully completed the educational training program. If the Contractor(s) fills 100 percent of the positions identified in Exhibit F, Section II with Peer Personnel, they shall receive full funding; if the Contractor(s) fills 75 percent of the positions identified they shall receive 75 percent of the funding; if Contractor(s) fills 60 percent of the positions identified they shall receive 60 percent of the funding; if Contractor(s) fills 50 percent of the positions identified, they shall receive 50 percent of the funding.</li> <li>○ If program participants are unsuccessful in gaining and/or maintaining employment in positions identified in Exhibit F, Section II due to insufficient skills, the Contractor(s) shall:</li> <li>○ Demonstrate that such program participants are provided retraining that addresses their skill deficiency.</li> <li>○ If program participants are not retrained within 90 days, the Contractor(s) shall provide detailed</li> </ul> </li> </ul>		

Deliverable	Description	Proposed Dates of Service	Rate
	<p>explanation as to the reasons of inability of program participants to receive training that addresses the program participants' skill deficiency that attributed to them being unsuccessful in gaining or maintaining employment.</p> <ul style="list-style-type: none"> <li>• Failure of the Contractor(s) to fill at least one third of the positions identified in Exhibit F, Section II with Peer Personnel who have successfully completed the educational or training program shall be deemed a breach of contract at which time OSHPD may require the Contractor(s) to repay all funds received to OSHPD.</li> <li>• Contractor may use the funds received under this contract to provide financial support to students who commit to paid and/or unpaid payback service obligation in the county(ies)' Public Mental Health System. The financial support may fund: books, travel, educational supplies, and lodging. <ul style="list-style-type: none"> <li>○ In no instance, may financial support exceed \$50,000.00 or 10 percent of the total contract cost, whichever is less.</li> <li>○ In no instance may a participating student receive more than \$2,500.00</li> </ul> </li> </ul> <p>Funding shall be contingent on the Contractor's successful completion of this objective. Contractor shall be required to provide a progress report with the information required in Attachment 10 (Standard Agreement, Exhibit F).</p>		

5. Evaluation	<p>The Contractor(s) will:</p> <ul style="list-style-type: none"> <li>• Evaluate the Peer Personnel training program</li> <li>• Serve as a resource to other counties seeking to establish similar programs by sharing lessons learned in a public forum.</li> <li>• Beginning in FY 2014-15 provide to OSHPD an annual evaluation report of the deliverables achieved in the FY. <ul style="list-style-type: none"> <li>○ The evaluation report will highlight any successes and/or challenges faced in meeting the deliverables as specified in Exhibit F, Section VII.</li> </ul> </li> </ul> <p>Funding shall be contingent on the Contractor's successful completion of this objective. Contractor shall be required to provide a progress report with the information required in Attachment 10 (Standard Agreement, Exhibit F).</p>	FY 14-15 and FY 15-16	
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The Contractor(s) shall use the progress report template in Exhibit F when reporting outcome data.

The Contractor(s) will evaluate the Peer Personnel training program, serve as a resource to other counties seeking to establish similar programs by sharing with them lessons learned in a public forum and present to OSHPD-identified stakeholders on the effectiveness of the program at least two (2) times per year at mutually agreed-upon times.

OSHPD will monitor the activities and progress of the Contractor(s) through regular meetings; the Contractor's submission of progress reports and a final report.

## 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](http://www.ols.dgs.ca.gov/standard+language).

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**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 OSHPD 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, OSHPD shall be notified immediately. Any subcontract shall include all the terms and conditions of this Contract and its exhibits.

**2. PUBLICATIONS AND REPORTS**

- A. OSHPD reserves the right to use and reproduce all publications, reports, and data produced and delivered pursuant to this Contract. OSHPD 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 OSHPD, 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 quarterly progress report in writing to the OSHPD Contract Manager. This progress report shall include, but not be limited to, a statement that the Contractor is or is not on schedule with the deliverables detailed in Exhibit B, any pertinent reports, or interim findings. Contractor shall cooperate with and shall be available to meet with OSHPD 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 OSHPD 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 (OSHPD) 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 OSHPD 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 OSHPD 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 OSHPD's actions on the same, except to OSHPD's staff, Contractor's own personnel involved in the performance of this contract, or as required by law.
- D. If requested by OSHPD, 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 OSHPD and shall supply evidence thereof.
- E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- F. Contractor must retain copies of all documentation supporting invoice claims for at least three (3) years from the final payment of this contract in case of an audit. This includes signed verification by contract staff and consultants that attest to hours of work performed under this contract and travel expense claims and receipts that have been reimbursed by the Contractor.
- G. After any data or documents submitted has become a part of the public records of OSHPD, Contractor may at its own expense and upon written approval by the OSHPD 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. For information regarding any such action, communicate directly with **the Office of Statewide Health Planning and Development Department, 400 R Street, Public Information Officer, Suite 310 Sacramento, California, 95811**. Neither said Office nor the State of California, nor any officer or employee thereof, or any of its contractors or sub-contractors 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 models, collections or extrapolations of data or information, etc. It may be in machine

form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

- B. "Generated data" is that data, which a 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 OSHPD.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify OSHPD of any such contemplated action; and OSHPD may within 30 days of said notification determine whether or not this data shall be further preserved. OSHPD shall pay the expense of further preserving this data. OSHPD 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 Contract Manager. OSHPD'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 OSHPD 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 OSHPD 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 OSHPD to enforce said provisions.

**12. GRATUITIES AND CONTINGENCY FEES**

OSHPD, 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, OSHPD 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 OSHPD 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.

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, OSHPD 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 OSHPD satisfactory evidence thereof at any time OSHPD 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. OSHPD shall reimburse Contractor for travel of said personnel at the contract rates for such testimony as may be requested by OSHPD.

**17. DVBE**

Unless specifically waived by the Deputy Director of Administrative Services 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 OSHPD 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**

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.

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 Contractor shall immediately notify OSHPD in writing.

#### **20. LITIGATION**

OSHPD, 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 OSHPD to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify OSHPD of any claim or action against it which affects, or may affect, this contract, the terms and conditions hereunder, or OSHPD, 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 OSHPD Contract Manager. If the dispute cannot be disposed of at this level, then the dispute shall be decided by the Director of the Office of Statewide Health Planning and Development. All issues pertaining to this dispute shall be submitted in written statements and addressed **to the Director, Office of Statewide Health Planning and Development, 400 R Street, Suite 310, Sacramento, California 95811**. Such written notice must contain the contract number. The decision of the Director shall be final and binding to all parties. Within ten days of receipt of the written grievance report from the Contractor, the Director, or his/her designee, shall meet with the Contractor and OSHPD Contract Manager for the purposes of resolving the dispute. The decision of the 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 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 OSHPD 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. The 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. Nondisclosure. 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, OSHPD 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 OSHPD 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. OSHPD's failure to detect or 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 OSHPD's enforcement rights under the contract.

## **25. USE OF STATE FUNDS**

Contractor, including its officers and members, shall not use funds received from OSHPD 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**  
**QUARTERLY PROGRESS REPORT**

**Purpose:** This quarterly progress report describes the deliverables for which the institution is invoicing for this quarter. Not turning in progress reports will impact payment.

**The following are the sections of the report:**

**Mental Health Services Act (MHSA) Peer Personnel Training Program Progress Report Fiscal Year 2013-14**

1. Contact information
2. Positions
3. Minimum Qualifications
4. Career Pathway Documentation
5. Outreach and Recruitment Activities
6. Competencies and Curricula Addressing Minimum Qualifications and MHSA
7. Budget Information

**Mental Health Services Act (MHSA) Peer Personnel Training Program Progress Report Fiscal Year 2014-15**

1. Contact Information
2. Participating Recipients Information
3. Training
4. Placement and Coaching
5. Program Internship Outcomes
6. Field Placement Site Survey
7. Survey of Peer Personnel Placed in the Field
8. Budget Information
9. Additional Documents

**Mental Health Services Act (MHSA) Peer Personnel Training Program Progress Report Fiscal Year 2015-16**

1. Contact Information
2. Program Participant Coaching
3. Program Participants' Employment Outcomes
4. Data on Demographic Penetration Rates
5. Employer Survey
6. Employee Survey
7. Successes and Lessons Learned
8. Budget Information
9. Additional Documents

**Date:**

**Program Name:**

**Contract # and executed date:**

**Report # since contract was executed:**

***Mental Health Services Act (MHSA) Peer Personnel Training Program Progress Report Fiscal Year 2013-14***

**I. Contact Information**

Name	Position/Title	Phone	E-mail

**II. Positions**

Using the table below describe the positions into which your program is recruiting Peer Personnel through the Peer Personnel Preparation Program.

Position Title	Population Served*	Supervision Received/Provided	Where Position is Housed	Brief (4 sentences) Description of Services Position Provides

\*Does the position serve: children, transition age youth, adults, and/or older adults?

**III. Minimum Qualifications**

List the minimum qualifications for the positions identified in Section II. Job descriptions and/or duty statements are acceptable.

**IV. Career Pathway Documentation**

Provide brief answers (no more than four (4) sentences per question) to the questions listed the table below. The answers will document the career pathway from the positions identified in Section II above:

- 1. Name and contact information of individual assisting Peer Personnel advance in their careers
- 2. Titles and duties of *at least three (3)* positions along the career ladder/pathway from the identified positions
- 3. Requirements for advancing, including but not limited to: training, education, time it takes to advance, and minimum grade attainment needed
- 4. Timing of relevant examinations and/or applications (e.g., when are appropriate civil service examinations given and/or when are applications due)
- 5. What other skills and knowledge (i.e., skills and knowledge not covered in the testing requirements) would be useful to advance?
- 6. What, if any, non-work related skills the individual should possess to advance in along the career ladder/pathway?
- 7. What are the adverse financial implications to the individual associated with change of income and how can these implications be ameliorated? (E.g., Will entrance into a non-entry-level position adversely impact their ability to receive Medi-Cal and/or Social Security benefits and, if so, how can those impacts be avoided?)

**V. Outreach and Recruitment Activities**

Describe your program’s outreach to identified groups using the table below:

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

**VI. Competencies and Curricula Addressing Minimum Qualifications and MHSA**

Using the table below, provide the courses your educational program has implemented to meet the minimum qualifications of the positions and the values and principles of the MHSA. The values and principles of the MHSA include:

1. Community collaboration
2. Cultural competence
3. Client driven
4. Family driven
5. Wellness, recovery and resilience focused
6. Integrated service experiences for clients and their families

Courses (Title)	Hours/Units	Required (X)	Elective (X)	How Course Addresses Minimum Qualifications for the Identified Position(s)	How Course Addresses MHSA values, principles and/or practice skills

**VII. Budget Information**

Provide the following information for this quarter.

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

**Mental Health Services Act (MHSA) Peer Personnel Training Program Progress Report Fiscal Year 2014-15****I. Contact Information**

Name	Position/Title	Phone	E-mail

## II. Participating Recipients Information

Use the table below to provide information on the students who self-identify as Peer Personnel and who have been recruited into and who are active participants in the Peer Personnel training program.

Name*	County of Residence	From Underserved Community**(yes or no)	Speaks a Language in Addition to English (yes or no)

\*You may use a unique identifier in place of a name.

\*\*See definition of Underserved in the Glossary, Exhibit G.

## III. Training

Using the table below provide a brief description (four (4) sentences per accomplishment) of the training the program provides. The description should include but should not be limited to:

1. Hours of classroom instruction
2. Activities that enable you to understand lives of clients and their families who had/have different experiences than the Peer Personnel student.
3. Using the Peer Personnel's lived experience in direct service provision.
4. Hours of fieldwork
5. Hours of training in crisis management, suicide prevention, recovery planning and targeted case management
6. Highlight elements of the curriculum that are especially pertinent to the MHSA
7. Other accomplishments you would like to highlight.

Date(s)	Title	How Did This Activity Address Minimum Qualifications?	Number of Attendees/Recipients

**IV. Placement and Coaching**

1. Briefly (in three to four sentences) describe the placement and coaching your program provides to program participants so as to help them finish the program, secure an internship and employment.
2. Briefly (in three to four sentences) summarize any reasonable accommodations provided to program participants and coordination and collaboration with appropriate community resources.

**V. Program Internship Outcomes**

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

Participant Name	County of Residence	Expected Completion of Training Date	Language if other than English	Race/Ethnicity	Internship Agency or Site	County where internship took or is taking place

In no more than four (4) sentences, highlight one or two program participants who exemplify the values and principles of the MHSA. This information will enable OSHPD to highlight their life accomplishments in its publications and presentations. You may use identifying numbers instead of names for confidentiality purposes.

**VI. Field Placement Site Survey**

At a minimum, use the table below to survey the employers of the program participants who have secured employment. OSHPD reserves the right to add questions to the survey below.

Program Participant Name	Field Placement Site	Was Program Participant Well Prepared for the Field Placement? (Y/N)	Program Participant's Greatest Strength	Program Participant's Greatest Challenge

**VII. Survey of Peer Personnel Placed in the Field**

Use the table below to survey the program participants who have successfully completed the program and secured employment.

Program Participant Name	Field Placement Site	Did the Training Program Prepare You for Your Current Field Placement? (Y/N)	Training Program's Greatest Strength	Training Program's Greatest Challenge

**VIII. Budget Information**

Provide the following information for this quarter.

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

**IX. Additional Documents**

Include documents you feel are pertinent to program evaluation.

***Mental Health Services Act (MHSA) Peer Personnel Training Program Progress Report Fiscal Year 2015-16*****I. Contact Information**

Name	Position/Title	Phone	E-mail

**II. Program Participant Coaching**

Describe the process your program uses to create an individualized personal and career counseling program that assists a participant develop a career plan that includes short- and long-term goals for entering, re-entering or promoting as a peer in the public mental health workforce.

**III. Program Participant's Employment Outcomes**

Provide the table on the following page for the students who have successfully graduated. If the information in this table is identical as what you have provided in Fiscal Year 2014-15 (i.e., all the students supported by this RFP have secured qualifying employment and are still with the same employer) please indicate that. If the information has changed and/or if there is new information, please fill out the table below.

Participant Name	County of Residence	Graduation Date	Employment Date	Employer	Position Title	Position Duties/Description	Total Hours Worked	# Hours Participant Spends Providing Direct Services	County Where Employer Located

**IV. Data on Demographic Penetration Rates**

Identify a community the Contractor(s) has identified in its proposal as needing additional services.

Using the table below, describe the increase in the identified county(ies)/Community Based Organization's penetration rate to individuals and their families from identified unserved or underserved communities, health or mental health education and/or cultural, diversity and language proficiency needs. These communities shall be the communities the Contractor(s) have identified in their proposal.

Number of Individuals from the Identified Community Served in FY 2013-14	Number of Individuals from the Identified Community Served in FY 2014-15	Number of Individuals from the Identified Community Served in FY 2015-16

Briefly, in three or four sentences, describe to what you attribute your success.

**V. Employer Survey**

At a minimum, use the table below to survey the employers of the program participants who have secured employment. If the information in this table is identical as what you have provided in Fiscal Year 2014-15 (i.e., all the students supported by this RFP have secured qualifying employment and are still with the same employer) please indicate that. If the information has changed and/or if there is new information please fill out the table below. OSHPD reserves the right to add additional questions to the survey below.

<b>Program Participant Name</b>	<b>Employer</b>	<b>Position in Which Program Participant is Employed</b>	<b>Was Program Participant Well Prepared for the Position? (Y/N)</b>	<b>Program Participant's Greatest Strength</b>	<b>Program Participant's Greatest Challenge</b>

**VI. Employee Survey**

At a minimum, use the table below to survey the program participants who have successfully completed the program and secured employment. If the information in this table is identical as what you have provided in Fiscal Year 2014-15 (i.e., all the students supported by this RFP have secured qualifying employment and are still with the same employer) please indicate that. If the information has changed and/or if there is new information, please fill out the table below. OSHPD reserves the right to add additional questions to the survey below.

<b>Program Participant Name</b>	<b>Employer</b>	<b>Did the Training Program Prepare You for Your Current Position? (Y/N)</b>	<b>Training Program's Greatest Strength</b>	<b>Training Program's Greatest Challenge</b>

**VII. Successes and Lessons Learned**

Use the table below to survey program participants and employers when program participants are in their internship sites and when they are employed in identified positions.

Issues	Current Status	
	X If Remains a Challenge	X Identified Resolution
<b>1. Recruitment</b>		
a) Developing job descriptions for identified Peer Personnel positions specifically designated for peer personnel as defined in this RFP	<input type="checkbox"/>	<input type="checkbox"/>
b) Developing job qualification statements for identified Peer Personnel positions (e.g., consumer/family member experience required, desired, preferred)	<input type="checkbox"/>	<input type="checkbox"/>
c) Human Resources Department (HR) applicant screening process significantly impacts the screening efforts of Peer Personnel who apply for identified Peer Personnel positions	<input type="checkbox"/>	<input type="checkbox"/>
d) HR communication with applicants regarding minimum qualifications leads to an increased number of individuals with lived experience applying for Peer Personnel positions	<input type="checkbox"/>	<input type="checkbox"/>
e) HR approves the hiring of consumers and/or family members as county employees	<input type="checkbox"/>	<input type="checkbox"/>
f) Advertising and outreach efforts	<input type="checkbox"/>	<input type="checkbox"/>
g) Other (specify) _____	<input type="checkbox"/>	<input type="checkbox"/>
<b>2. Barriers</b>		
a) Reasonable Accommodations for Peer Personnel attributable to a person's disability	<input type="checkbox"/>	<input type="checkbox"/>
b) Stigma limits recruitment and employment efforts	<input type="checkbox"/>	<input type="checkbox"/>
c) Stigma impacts working environment for those Peer Personnel program participants who obtain employment in the Public Mental Health System.	<input type="checkbox"/>	<input type="checkbox"/>
d) Other (Specify _____ )	<input type="checkbox"/>	<input type="checkbox"/>
<b>3. Jobs, Careers</b>		
a) Soliciting input from consumers and family members in creating specifically designated positions	<input type="checkbox"/>	<input type="checkbox"/>
b) Peer Personnel's skills did not fit the needs of the position for which they were hired	<input type="checkbox"/>	<input type="checkbox"/>

In three or four sentences, describe what you would do differently for any items that you have identified as "Remains a Challenge".

**VIII. Budget Information**

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

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

**IX. Additional Documents**

Include documents you feel are pertinent to program evaluation.

## EXHIBIT G

### DEFINITIONS

Below, find the definitions to the terms relevant to this RFP.

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*

Peer Personnel: Individuals who are or have been clients as defined by Title 9, CCR 3200.040 or the family members of those clients.

Peer Personnel Coordinator: Consumer and Family employment and internship liaison who works closely with the outreach coordinator. This individual can also be the outreach coordinator.

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, notwithstanding whether those individuals are or will be eligible for Public Mental Health System (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 of Public Mental Health System Workforce: Current and prospective department and/or county personnel, county contractors, volunteers, and staff in community-based organizations, who work or will work in the Public Mental Health System. *Title 9, CCR, 3200.254*

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

Unserviced: 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