**REQUEST FOR PROPOSAL - Secondary Method - Multiple Awards**
**Educational Stipend Program - Marriage and Family Therapists**
**RFP # 13-4155**
**Notice to Prospective Proposers**

December 27, 2013

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

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site www.ols.dgs.ca.gov/standard+language.

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

The Office of Statewide Health Planning and Development (OSHPD) deadline for receipt of bid submission is **Thursday, February 20, no later than 3:30 p.m. All late, faxed, and/or emailed bids will be rejected** and returned to the bidder. Bids must be received on or before the date and time specified herein (See Section E for Proposal submission details).

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

This solicitation will result in multiple awards of agreements. See Section E, Item 6 for evaluation criteria.

# TABLE OF CONTENTS


| SECTION | PAGE |
|---|---|
| A. Background | 3 |
| | |
| B. Purpose and Description of Services | 3 |
| | |
| C. Minimum Qualifications | 3 |
| | |
| D. Developing a Proposal | 4 |
| | |
| E. Proposal Requirements and Information | 4 |
| 1. Key Action Dates | 4 |
| 2. Mandatory Pre-Proposal Conference | 4 |
| 3. Work Plan and Work Schedule Requirements | 5 |
| 4. Cost Detail Format and Requirements | 7 |
| 5. Submission of Proposal | 7 - 9 |
| 6. Evaluation Process | 9 - 11 |
| 7. Award and Protest | 11 |
| 8. Disposition of Proposals | 12 |
| 9. Agreement Execution and Performance | 12 |
| | |
| F. Preference Programs | 13 |
| 1. Small Business Preference | 13 |
| 2. Target Area Contract Preference | 13 |
| | |
| G. Required Attachments | 13 |
| 1. Required Attachment Check List | 14 |
| 2. Proposal/Proposer Certification Sheet | 15 |
| 3. Bidder Declaration (Form GSPD-05-105) | 16 -17 |
| 4. Proposer References | 18 |
| 5. Darfur Contracting Act Certification | 19 |
| 6. Work Plan and Schedule for Task Completion | 20 |
| 7. Rate Proposal Worksheet | 21 |
| 8. Payee Data Record (STD 204) | 22 |
| 9. Contractor Certification Clauses (CCC-307) | 24 - 27 |
| 10. Sample Standard Agreement (STD 213) | 28 |
| Exhibit A, Scope of Work | 29 - 32 |
| Exhibit B, Budget Detail and Payment Provisions | 33 - 35 |
| Exhibit C, General Terms & Conditions (GTC-610) | 36 |
| Exhibit D, Special Terms and Conditions | 37 - 42 |
| Exhibit F, Mental Health Services Act Educational Stipend Program Progress Report | 43 - 49 |
| Exhibit G, Definitions | 50 - 51 |
| | |

## A. Background

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

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

## B. Purpose and Description of Services

The goal of this RFP is to enter into a contract, or contracts, to furnish all services as outlined below: establish and manage a graduate-level educational stipend program to support students across the state who are studying to become Marriage and Family Therapists (MFT) and who commit to working in California's county public mental health system; ensure stipend recipients receive clinical supervision; administratively monitor the employment of stipend recipients to ensure completion of service obligation; evaluate the stipend program; disseminate information on the effectiveness of various strategies to stakeholders across the State; and collect stipend funds in the event stipend recipients do not meet their obligation.

For the first two fiscal years of the contract, the Contractor(s) will coordinate, administer and disburse funds from the stipend program to MFT graduate students and implement a curriculum that reflects the values and principles of the MHSA as defined in Title 9, California Code of Regulations, Section 3320. The Contractor will also dedicate the first two years to recruiting students who are culturally competent and who have lived experience as consumers of mental health services and/or as family members of consumers into the MFT stipend program. By June 30 of each Fiscal Year (FY), the Contractor(s) shall provide to OSHPD an evaluation report summarizing the information required in Attachment 10, Exhibit F.

In the last fiscal year of this agreement, the Contractor(s) will monitor students for compliance and provide to OSHPD reports with the information required in Attachment 10, Exhibit F, including a final evaluation report that summarizes all three (3) FYs.

Carefully review and consider the detailed Scope of Work located in Attachment 10, Sample Standard Agreement, Exhibit A, Scope of Work, in order to complete your proposal.

## C. Minimum Qualifications for Proposers

The Contractor(s) must demonstrate that the Contractor(s) is a California school or consortia of California schools that train graduate-level MFTs and that they have the capacity to address all elements in Attachment 10, Exhibit A of this RFP. This capacity is to be demonstrated by a work plan and schedule for task completion that addresses all elements

in Attachment 10, Exhibit A of this RFP and by providing at least three (3) references that can attest to the Contractor(s)' qualifications. California-based educational institutions administering distance learning programs that can demonstrate the above are eligible to apply.

## D. Developing a Proposal

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

1. How work outlined in Attachment 10, Exhibit A of this RFP will be accomplished.

2. How stipend administration dollars will be allocated to effectively and successfully implement and administer the stipend program.

3. How the Proposer plans to work with local public mental health systems (such as counties, community based organizations, and Regional Partnerships) to ensure workforce and geographic needs are met.

4. Identifying each major task, necessary subtask, and/or specific milestones by which progress can be measured and payments made.

## E. Proposal Requirements and Information

### 1. Key Action Dates

| Event | Date | Time |
|---|---|---|
| RFP available to prospective Proposers | 12/27/2013 | 3:00 PM PST |
| Written Question Submittal Deadline | 01/08/2014 | 3:00 PM PST |
| Written responses, if any, to be posted | 01/13/2014 | 5:00 PM PST |
| Mandatory Pre-Proposal Conference Date | 01/15/2014 | 3:00 PM PST |
| Final Date for Proposal Submission | 02/20/2014 | 3:30 PM PST |
| Notice of Intent to Award | 02/28/2014 | 4:00 PM PST |
| Proposed Contract Award Date | 07/01/2014 | NA |

### 2. Mandatory Pre-Proposal Conference

a. A mandatory pre-proposal conference is scheduled on **Wednesday, January 15, 2014** at 3:00 PM, PST for the purpose of clarifying the content of this RFP. The mandatory proposal conference 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

b. In the event a potential Proposer is unable to attend the mandatory pre-proposal conference, an authorized representative may attend on their behalf. The representative may only sign in for one (1) potential Proposer. Subcontractors may not represent a potential Proposer at a mandatory pre-proposal conference. No proposal will be accepted unless the Proposer or his/her authorized representative is in attendance.
c. Assistance for Proposers requiring reasonable accommodation due to a physical, mental or emotional impairment for the pre-proposal conference will be provided by OSHPD upon request. The Proposer(s) must call OSHPD at (916) 326-3635 no later than the fifth working day prior to the scheduled date and time of the pre-proposal conference to arrange for reasonable accommodation.

**3. Work Plan and Work Schedule Requirements**

a. The Proposer shall develop a work plan and schedule for task completion that describes how all elements of Attachment 10 – Sample Standard Agreement, Exhibit A, Scope of Work will be addressed.
b. Project Personnel: List all personnel titles, job descriptions, and qualifications of those who will be working on the project with particular attention to providing outreach to potential stipend recipients, supervising stipend recipients, and helping ensure that stipend recipients are employed with qualifying employers upon graduation.
c. Facilities and Resources: Explain where the services will be provided and what types of requirements are needed to perform the services.
d. Capacity: Explain the Proposer's capacity to administer the stipend program, including the number of PMHNPs educated per year, the number of PMHNPs projected to receive a stipend, and the number of PMHNPs who will be successfully placed in the Public Mental Health System in the county or counties that the Proposer identifies as serving.
e. Explain and/or demonstrate how the proposer's program will create and/or strengthen educational partnerships, community support, and workforce preparation between the proposer and the county(ies) throughout the state with special emphasis on OSHPD-defined Counties of Need. At least fifteen (15) percent of each cohort being placed in field placements and payback employment must be placed in OSHPD-defined Counties of Need.

   *For the purposes of this RFP, OSHPD-defined Counties of Need are the counties of Alpine, Amador, Calaveras, Colusa, Contra Costa, Del Norte, Glenn, Humboldt, Imperial, Inyo, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Napa, Nevada, Placer, Plumas, San Luis Obispo, San Mateo, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, and Yuba.*

f. Explain the program strategies to increase the delivery of public mental health services throughout the state with special emphasis on OSHPD-defined Counties of Need. Evidence of ability to work with the counties throughout the State of California, including OSHPD-defined Counties of Need may include agreements with one or more of the following: Regional Partnerships, counties and community-based organizations (CBO) and other relevant local entities.

g. Contractor(s) will respond to the following questions as part of the proposal. The questions need not be included in the proposal itself:

(1) What is the total number of clinical hours that your program students are required to complete to satisfy program requirements? _____

(2) Does the program have a required number of hours that must be spent in a field placement located in an OSHPD-defined County of Need?
Yes ☐ or No ☐

(3) If yes, what is the required number of hours? _____

(4) If yes, what percent of the total number of clinical hours must students spend in OSHPD-defined County or Counties of Need? _____

(5) What is the average (mean) number of hours spent by your program's students in public mental health sites? Calculate this based upon the actual data from student clinical records._____

(6) Based on the answers provided in questions 1 and 3, what percentage of your program's total clinical hours are in public mental health sites in OSHPD-defined Counties of Need? _____

h. The Contractor(s) will use the table below to show that they either have or will place a minimum of fifteen (15) percent of stipended students in field placements located in OSHPD-defined Counties of Need.

| Field Placement Site | Address | City | Zip |
|---|---|---|---|
| *Example: Central Neighborhood Health Foundation* | *2707 So. Central Ave.* | *Los Angeles* | *90011* |
| | | | |
| | | | |

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

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

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

**4. Cost Detail Format and Requirements**

a. An educational stipend is defined as funds paid either directly to a student who signed a Payback Agreement as specified Attachment 10, Exhibit A, Section M of this RFP or funds that are applied towards that student's tuition. Each educational stipend shall not exceed $18,500.00 per student.
b. The total stipend cost shall be no less than 75 percent of the total agreement amount. Proposals that are less than this stipend cost may be rejected. (Example: If the total agreement amount is $1,000.00 then the stipend cost can be no less than $750.00.)
c. Administration rate is defined as **<u>any and all</u>** activities/charges associated with administering the stipend program which includes but is not limited to, salaries, fringe benefits, vacation accrual, consultant costs, equipment, supplies, travel, sub-agreements, alterations and renovations and any costs associated with conferences, operation and maintenance of facilities, including building operation, library expenses, space, utilities, payroll, accounting, and off-campus research.
d. The total administration rate shall not exceed 25 percent of the total agreement amount. (Example: If the total agreement amount is $1,000.00; then the administration rate's maximum is $250.00.) Proposals exceeding this administration rate may be rejected.
e. Any costs, other than stipends, must be fully documented.
f. The major budget categories under this RFP shall be the cost of stipends per year and the yearly administration rate. The cost of each major budget category may vary up to 10 percent within each Fiscal Year (FY) without OSHPD approval so long as the total amount budgeted for the FY is not exceeded and so long as the line-items in the budget are not co-mingled.
g. Contracts resulting from this RFP will cover State Fiscal Years 2014-15, 2015-16, and 2016-17. Proposers shall use the Rate Proposal Worksheet (Attachment 7, page 21) to prepare their cost detail.

**5. Submission of Proposal**

a. Proposals should provide straightforward and concise descriptions of the Proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements <u>may</u> be cause for rejection of a proposal.

b. All proposals must be submitted under **sealed** cover and sent to OSHPD by dates and times shown in Section E, Proposal Requirements and Information, Item 1, Key Action Dates. Proposals received after this date and time will not be considered.
c. A minimum of one (1) original and seven (7) copies of the proposal must be submitted. The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package. In addition, Proposer **MUST** submit an electronic copy of the proposal either by e-mail to Inna.Tysoe@oshpd.ca.gov or include a CD of the proposal with the submission materials.

d. Due to limited storage space, the proposal package should be prepared in the least expensive method (i.e., cover page with staple in upper left-hand corner, no fancy bindings: spiral binding, 3-hole punch, etc.).
e. The proposal envelopes **must** be plainly marked with the RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

Office of Statewide Health Planning and Development
Attn: Inna Tysoe, Healthcare Workforce Development Division
400 R Street, Suite 330
Sacramento, CA 95811
RFP #13-4155
Educational Stipend Program-Marriage and Family Therapists
DO NOT OPEN

f. You are advised that you are responsible for ensuring that your 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 and time will be returned unopened.
g. If the proposal is made under a fictitious name or business title, the actual legal name of Proposer must be provided.
h. Proposals not submitted under sealed cover and marked as indicated may be rejected.
i. All proposals shall include the documents identified in Section G and Attachment 1, Required Attachment Checklist. Proposals not including the proper required attachments shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
j. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and may cause a proposal to be rejected.
k. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive an immaterial deviation in a proposal. The State's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the agreement.
l. Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the Proposer and shall not be charged to the State of California.
m. An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 2, Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.

n. A Proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
o. A Proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the Proposer or an authorized agent in accordance with (h) above. A Proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
p. OSHPD may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
q. OSHPD reserves the right to reject all proposals. OSHPD is not required to award an agreement and will not award an agreement if budget authority is not granted.
r. Before submitting a response to this solicitation, bidders should review, correct all errors and comply with the RFP requirements.
s. Where applicable, Proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
t. The State does not accept alternate contract language from a prospective Contractor. A proposal with such language will be considered a counter proposal and will be rejected. The General Terms and Conditions (GTC) are not negotiable.
u. No oral understanding or agreement shall be binding on either party.

## 6. Evaluation Process

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

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

| Evaluation Tool | |
|---|---|
| **Technical Merit Scoring Criterion** | **Maximum Points** |
| **Detailed Work Plan and Schedules**<br>The Work Plan (methods for implementing) and schedule (when) for task completion that realistically and thoroughly describes how the Proposer will successfully implement all services as described in Exhibit A, Scope of Work of this RFP. | **20** |
| **Project Personnel**<br>List all personnel titles, job descriptions, and qualifications of those who will be working on the project with particular attention to providing outreach to potential stipend recipients, ensuring the representatives from OSHPD-defined Counties of Need are on the awards committee, supervising stipend recipients, and helping ensure that stipend beneficiaries are employed with qualifying employers upon graduation. | **15** |
| **Strength of the Program**<br>Explain and/or demonstrate how the program will/has created and/or strengthened educational partnerships, community support, and workforce preparation between the Proposer and the county(ies) the Proposer(s) serve. | **15** |
| **OSHPD-Defined Counties of Need**<br>Explain and/or demonstrate how the program will/has created and/or strengthened educational partnerships, community support, and workforce preparation between the Proposer and the OSHPD-defined County(ies) of Need such that the program will place at least fifteen (15) percent of each cohort in OSHPD-defined Counties of Need. | **15** |
| **References**<br>References will verify the Proposers' capacity to provide and administer a stipend program for MFTs, including the ability to recruit, retain and mentor students who are culturally competent and who have life experience in the public mental health system. | **5** |
| **Technical Merit Maximum Possible Points** | **70** |

| | |
|---|---|
| **Budget/Rates**<br>OSHPD will score the cost effectiveness of the administration rates needed to effectively and successfully implement and administer the stipend program.<br><br>Rate proposals will be equalized to a per stipend rate, by the following formula:<br><br>(Total Proposal Dollars minus Stipend Dollars) divided by (Number of Stipends Requested) equals Rate Per Stipend.<br><br>Lowest Rate Per Stipend will be awarded the maximum of thirty (30) points. Other proposals will be awarded cost points using the following calculation:<br><br>Lowest Rate Per Stipend divided by Other Per Stipend Rate then multiplied by 30 (max number of points available)<br><br>Example:<br><br>Lowest Per Stipend Rate = $1,850.00 (10% of $18,500.00)<br>30 points<br><br>Second lowest Per Stipend Rate = $3,700.00 (20% of $18,500.00)<br><br>(1,850 divided by 3,700) multiplied by 30 = 15 points | **30** |
| **Total Possible Points** | **100** |

**7. Award and Protest**

a. A total of $6,200,000.00 shall be available for the Marriage and Family Therapist stipend program for FYs 2014-15, 2015-16, and 2016-17. No less than $4,650,000.00 of that amount shall be spent on educational stipends over FYs 2014-15 and 2015-16. No more than $1,550,000.00 shall be spent on the administrative rate as defined in Section 4c of this RFP in FYs 2014-15, 2015-16, and 2016-17.
b. OSHPD reserves the right to determine the number of Contractor(s) to be awarded and to modify the number of stipends each Contractor may award.
c. Notice of the proposed award shall be posted in a public place in the offices of OSHPD, 400 R Street, Room 359, for five (5) working days prior to awarding the agreement.
d. Protest Procedures

    i. A Letter of Protest must be received at the following address not later than five (5) working days (excluding the first day and including the last day) from the date of the posting of Notice of Intent to Award:

**RFP # 13-4155**
Educational Stipend Program—Marriage and Family Therapists
Letter of Protest
Office of Statewide Health Planning and Development
400 R Street, Suite 330
Sacramento, CA 95811
Attn: Inna Tysoe

ii. The only acceptable delivery method for the Letter of Protest is by a postal service (United States Post Office, Federal Express, etc.). The Letter of Protest cannot be hand delivered by the applicant, faxed, or sent by electronic mail. Any letter received without an original signature and/or by a delivery method other than a postal service will not be considered.

iii. The Letter of Protest must describe the factors which caused the Proposer to conclude that the Evaluation Committee did not follow the prescribed rating standards, explain why the score is in conflict with the rating standards or the contract award process described in the RFP, and identify specific information in the proposal that the Proposer believes was overlooked or misinterpreted. The Letter of Protest may not provide any additional information that should have been included in the original proposal.

iv. If any Proposer files a Letter of Protest, the contract shall not be awarded until OSHPD has reviewed the protest.

v. OSHPD's decision will be rendered within five (5) working days of the receipt of the Letter of Protest and will be considered final.

## 8. Disposition of Proposals

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

## 9. Agreement Execution and Performance

a. It is anticipated that the agreement will begin on **July 1, 2014**. No work shall begin until all approvals have been obtained.
b. Should the Contractor fail to commence work at the agreed upon time, OSHPD, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement.
c. All performance under the agreement shall be completed on or before the termination date of the agreement.
d. By June 30 of each Fiscal Year, Contractor(s) will provide to OSHPD an evaluation summarizing the information required in Attachment 10, Exhibit F.
e. OSHPD will evaluate the Contractor(s)' performance to determine whether and to what extent they are meeting the deliverables.
f. OSHPD reserves the right to cancel the contract should the deliverables not meet OSHPD's expectations.

## F. PREFERENCE PROGRAMS

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

## G. REQUIRED ATTACHMENTS

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

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

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

Attachment 10 Sample Standard Agreement (Std. 213 and Exhibits)

## ATTACHMENT 1

## REQUIRED ATTACHMENT CHECK LIST

**Proposer Name:** _____

A complete proposal or proposal package will include the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or "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 also.

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

## ATTACHMENT 2

## PROPOSAL/PROPOSER CERTIFICATION SHEET

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

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

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

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

| | |
|---|---|
| Company Name | Telephone Number |
| Address | Fax Number |
| Name | Title |
| Signature | Date |

## ATTACHMENT 3

## BIDDER DECLARATION (GSPD-05-105)

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

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

Solicitation Number_____

### BIDDER DECLARATION

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

**a.** Identify current California certification(s) **(MB, SB, SB/NVSA, DVBE):** _____ **or None** ____ (If "None", go to Item #2)

**b.** Will subcontractors be used for this contract? **Yes** ___ **No** ___ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

_____

_____

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

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

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

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

Page____ of ____

# BIDDER DECLARATION Instructions

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

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

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

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

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

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

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

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

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

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

---

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

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

**2.** *(continued)* **Column Labels**

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

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

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

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

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

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

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

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

Enter "**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

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 three (3) references of similar types of services performed for other entities within the last five (5) years. If three (3) references cannot be provided, please explain why on an attached sheet of paper.

| **REFERENCE 1** | | | |
|---|---|---|---|
| Name of Firm | | | |
| Street Address | City | State | Zip Code |
| Contact Person | | Telephone Number | |
| Email address | | | |
| Dates of Service | | Value or Cost of Service | |
| Brief Description of Service Provided | | | |
| | | | |
| **REFERENCE 2** | | | |
| Name of Firm | | | |
| Street Address | City | State | Zip Code |
| Contact Person | | Telephone Number | |
| Email address | | | |
| Dates of Service | | Value or Cost of Service | |
| Brief Description of Service Provided | | | |
| | | | |
| **REFERENCE 3** | | | |
| Name of Firm | | | |
| Street Address | City | State | Zip Code |
| Contact Person | | Telephone Number | |
| Email address | | | |
| Dates of Service | | Value or Cost of Service | |
| Brief Description of Service Provided | | | |
| | | | |

## ATTACHMENT 5

## DARFUR CONTRACTING ACT CERTIFICATION

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

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

**OPTION #1 - CERTIFICATION**

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

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

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

**OPTION #2 – WRITTEN PERMISSION FROM DGS**

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

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

| | |
|---|---|
| *Company/Vendor Name (Printed)* | *Federal ID Number* |
| *Initials of Submitter* | |
| *Printed Name and Title of Person Initialing* | |

# ATTACHMENT 6

## WORK PLAN AND SCHEDULE FOR TASK COMPLETION

(Your Proposal will be Attachment 6)

# ATTACHMENT 7

## RATE PROPOSAL WORKSHEET

Proposer's Name: _____

Proposer hereby proposes to furnish all services and to perform all work required in accordance with the conditions and scope of services as set forth in Exhibit A - Scope of Work, and in Proposer's proposal.

Total Number of Stipends Proposed: _____Administrative Rate: $_____

Grant Total Budget Proposal: $_____

The Administration Rate may not exceed 25 percent of the total dollar amount of stipends. The budget should be allocated over five (5) years to suit the Proposer's needs.

| | Year 1 | Year 2 | Year 3 | Subtotals |
|---|---|---|---|---|
| Number of Stipends Proposed | #_____ | #_____ | - 0 - | Total Number of Stipends Proposed<br>_____ |
| Cost of Stipends<br>(# of stipends x $18,500) | $_____ | $_____ | - 0 - | Total Stipend Costs<br>_____ |
| Yearly Administration Rate (not to exceed 25 percent of proposed agreement) | $_____ | $_____ | $_____ | 3 years Administration Rate<br>$_____ |
| **Yearly Totals** | $_____ | $_____ | $_____ | **Grand Total**<br>**$**_____ |

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

## ATTACHMENT 8

## PAYEE DATA RECORD (Std. 204)

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9)

STD. 204 (Rev. 6-2003)

**1**

**INSTRUCTIONS:** Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this **fully completed** form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.

**NOTE:** Governmental entities, federal, State, and local (including school districts), are not required to submit this form.

**2**

**PAYEE'S LEGAL BUSINESS NAME** (Type or Print)

**SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN** (Last, First, M.I.)

**E-MAIL ADDRESS**

**MAILING ADDRESS**

**BUSINESS ADDRESS**

**CITY, STATE, ZIP CODE**

**CITY, STATE, ZIP CODE**

**3**

**PAYEE ENTITY TYPE**

**CHECK ONE BOX ONLY**

**ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):** ___ – _____

☐ **PARTNERSHIP**

☐ **ESTATE OR TRUST**

**CORPORATION:**

- ☐ **MEDICAL** (e.g., dentistry, psychotherapy, chiropractic, etc.)
- ☐ **LEGAL** (e.g., attorney services)
- ☐ **EXEMPT** (nonprofit)
- ☐ **ALL OTHERS**

☐ **INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER:** ___ – __ – ____

(SSN required by authority of California Revenue and Tax Code Section 18646)

**NOTE:** Payment will not be processed without an accompanying taxpayer I.D. number.

**4**

**PAYEE RESIDENCY STATUS**

☐ California resident - Qualified to do business in California or maintains a permanent place of business in California.

☐ California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.

- ☐ No services performed in California.
- ☐ Copy of Franchise Tax Board waiver of State withholding attached.

**5**

**I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.**

**AUTHORIZED PAYEE REPRESENTATIVE'S NAME** (Type or Print)

**TITLE**

**SIGNATURE**

**DATE**

**TELEPHONE**

( )

**6**

**Please return completed form to:**

**Department/Office:** _____

**Unit/Section:** _____

**Mailing Address:** _____

**City/State/Zip:** _____

**Telephone:** (___) _____ **Fax:** (___) _____

**E-mail Address:** _____

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

# PAYEE DATA RECORD

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

| | |
|---|---|
| 1 | **Requirement to Complete Payee Data Record, STD. 204**<br><br>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.<br><br>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 |
| 2 | 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. |
| 3 | 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).<br><br>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). |
| 4 | **Are you a California resident or nonresident?**<br><br>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.<br><br>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.<br><br>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.<br><br>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.<br><br>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:<br>Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov<br>For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov |
| 5 | Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed. |
| 6 | This section must be completed by the State agency requesting the STD. 204. |
| | **Privacy Statement**<br><br>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.<br><br>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.<br><br>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.<br><br>All questions should be referred to the requesting State agency listed on the bottom front of this form. |

# 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.

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

### CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

1) the dangers of drug abuse in the workplace;

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

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

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

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

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

4. CONTRACTS FOR LEGAL SERVICES $50,000.00 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

## ATTACHMENT 10 - SAMPLE STANDARD AGREEMENT

STATE OF CALIFORNIA
**STANDARD AGREEMENT**
STD 213 (Rev 06/03)

| | |
|---|---|
| | AGREEMENT NUMBER |
| | REGISTRATION NUMBER |

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
Office of Statewide Health Planning and Development

CONTRACTOR'S NAME

2. The term of this agreement through

3. The maximum amount of this **$**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

| | |
|---|---|
| Exhibit A – Scope of Work | page(s) |
| Exhibit A, Attachment I – Contractor's Proposal | |
| Exhibit B – Budget Detail and Payment Provisions | page(s) |
| Exhibit C* – General Terms and Conditions | GTC-610 |
| Check mark one item below as Exhibit D: | |
| ☐ Exhibit - D Special Terms and Conditions (Attached hereto as part of this | 6 pages |
| ☐ 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. *These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

| **CONTRACTOR** | | ***California Department of General Services Use Only*** |
|---|---|---|
| CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)* | | |
| BY *(Authorized Signature)* | DATE SIGNED *(Do not type)* | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| ADDRESS | | |
| **STATE OF CALIFORNIA** | | |
| AGENCY NAME<br>Office of Statewide Health Planning and Development | | |
| BY *(Authorized Signature)*<br>Pattye Nelson, SSM I | DATE SIGNED *(Do not type)* | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | ☐ Exempt |
| ADDRESS<br>400 R Street, Room 359, Sacramento, CA 95811 | | |

Sample

# EXHIBIT A

## SCOPE OF WORK

1. The _____ (Contractor) agrees to provide to the Office of Statewide Health Planning and Development (OSHPD) an educational stipend program that shall fund ____ graduate students at a maximum of $18,500.00 per student as described herein.

   The Marriage and Family Therapist (MFT) educational stipend program is intended to help support efforts to develop curricula and methods of teaching that appropriately integrate theory and practice, and promote the values of wellness, recovery and resilience as expressed in the Mental Health Services Act (MHSA); to help support efforts to increase consumer and family member employment in the public mental health workforce; and to help support efforts to contribute to a diverse, culturally sensitive and competent public mental health workforce.

2. The Contractor shall perform the services at _____ and at appropriate field placement sites.

3. The services shall be provided during academic school hours including hours dictated by the requirements of field placements.

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

   Program Representatives:

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

   Direct all administrative inquiries to:

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

5. Description of work to be performed.

   A. The Contractor(s) shall distribute educational stipends to ____ graduate students per year who shall be expected to graduate with a Master's of Science (M.S.) in Psychology-Marriage and Family Therapy degree. Students who receive stipends under this contract shall graduate no later than June 30, 2016.

B. The Contractor(s) shall dedicate the first two (2) years of the contract to: identifying stipend recipients; distributing stipend funds; implementing curriculum; providing student support and oversight; and ensuring student placement in qualifying agencies. The Contractor(s) shall dedicate the last year of the contract to ensuring that each student supported by a stipend secures employment and assisting students who had received a stipend secured qualifying employment. The Contractor(s) shall report to OSHPD on stipend recipients' completion of their degrees and the completion of each stipend employment commitment.

C. The Contractor(s) shall meet with management, line staff, and consumer/family member groups in the Proposer's catchment area to build relationships and address questions and issues of individuals who are interested in the PMHNP stipend program.

D. The Contractor(s) will ensure that only eligible graduate students may participate in the stipend program. Students participating in the stipend program shall complete mental health coursework that is consistent with the principles and values of the MHSA and a select field placement in a public mental health agency. The Contractor(s) shall ensure that students receiving awards meet general requirements for employment in a county mental health department, or with a Contractor of a public mental health agency.

E. The Contractor(s) will mentor graduate-level PMHNPs during their coursework, as they seek employment in community public mental health, and will support PMHNP stipend recipients in their job search by working with public mental health agencies.

F. The Contractor(s) will implement and disseminate a curriculum for graduate-level MFTs to prepare them to work in public mental health. It will include the areas specified in Title 9, California Code of Regulations, Section 3320.

G. The Contractor(s) shall ensure that information about the availability of the stipend program is sufficiently distributed to reach persons from unserved and underserved areas, OSHPD-defined Counties of Need, consumers and family members as well as from the culturally diverse populations served by public mental health agencies.

H. The Contractor(s) will identify and provide to OSHPD information pertaining to the successes and challenges regarding the recruitment, retention, training, and employment of culturally diverse students from unserved and underserved communities as well as students who are consumers and/or family members of consumers.

I. The Contractor(s) shall ensure that students provide evidence of qualifying employment to the Contractor(s) within one hundred and eighty (180) days after conferral of the M.S. in Psychology-Marriage and Family Therapy degree.

J. The Contractor(s) is responsible for assuring that all students in the MFT stipend program sign a Payback Agreement requiring them to work in the public mental health system. The Payback Agreement shall contain specific and legally binding repayment provisions should the student not fulfill the employment commitment provisions within a specified period of time. The Contractor(s) shall design and distribute the Payback Agreement. The Payback Agreement must be signed in advance of the student receiving stipend funds.

K. The payback-agreed employment shall be prorated based on the amount of the stipend grant; a full stipend will require 12 consecutive months of payback whereas half of the stipend will require 6 consecutive months of payback. Stipend amounts shall be awarded on a basis commensurate with the student's status; a full-time student shall

receive a full stipend and a part-time student shall receive half the stipend. Stipends will not be awarded for less than half of the maximum amount and payback will not be less than 6 consecutive months. Employment can be paid or unpaid employment.

L. The Contractor(s) shall ensure that students, who begin, but do not finish, an academic school year, or who withdraw from the MFT stipend program repay stipend funds received.

M. The Contractor is responsible for monitoring the employment status of graduates of the MFT stipend program subsequent to completion of the M.S. in Psychology—Marriage and Family Therapy degree, and for determining, and reporting to OSHPD, the completion of each stipend employment commitment. Persons who do not comply with stipend employment commitment provisions shall be required to repay all stipend funds received.

N. The Contractor(s) is required to develop and utilize mechanisms to collect stipend repayments from individuals who do not complete the program pursuant to the Payback Agreement. Legal and collection services required in such collection shall be the responsibility of the Contractor(s). The Contractor(s) is responsible for returning the stipend amount to OSHPD whether or not the Contractor is able to recover the stipend from the student. Payments may be treated as a refund and deducted from the invoice cost.

O. The Contractor(s) shall institute a mechanism to evaluate a student's effort to secure qualifying employment. If the student has not secured employment, and if it is determined that a good faith effort to secure employment has been made, the Contractor(s) may modify the time frame by which qualifying employment must be obtained. Such modified agreements must be specific, and shall require a showing of good faith effort by the student to find qualifying employment. Requests for agreement modification shall be reported to OSHPD along with quarterly progress reports. The service obligation for the students who receive stipends under this contract shall be completed no later than June 30, 2018.

P. If Contractor(s) works with more than one school, Contractor(s) will have full responsibility for coordination with those schools.

Q. The Contractor(s) will ensure that both first and second-year full-time and part-time students are able to apply to participate in the stipend program. Students who are enrolled on a part-time basis will have their stipend prorated accordingly. Student applications will include a statement of career objectives. Applicants who are currently employed in the public mental health system must provide a statement of support from the agency director describing plans to employ the applicant in an appropriate community public mental health position. These plans must include receiving supervision that will allow qualification as a psychiatric mental health nurse practitioner in the Public Mental Health System.

R. The Contractor(s) will educate and place students in the State of California with special emphasis on OSHPD-defined Counties of Need. At least fifteen percent of each cohort being placed in field placements and payback employment must be placed in OSHPD-defined Counties of Need.

*For the purposes of this agreement, OSHPD-defined Counties of Need are the counties of Alpine, Amador, Calaveras, Colusa, Contra Costa, Del Norte, Glenn, Humboldt, Imperial, Inyo, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Napa, Nevada, Placer, Plumas, San Luis Obispo, San Mateo, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, and Yuba.*

S. The Contractor(s) will ensure that each school will have an awards committee with equal representation from the school and from the public mental health agencies that hire licensed marriage and family therapists. The Contractor(s) will make a good-faith effort to include representatives from OSHPD-defined Counties of Need on its awards committee.

T. Applicants who reflect the diverse populations served by public mental health, applicants who are consumers and their families, and applicants who will serve in communities with a demonstrated shortage of licensed staff will be encouraged to apply.

U. The Contractor(s) will develop a methodology to quantify and report on contract deliverables. This includes an assessment of the stipend program's impact on the public mental health system workforce over time. The Contractor(s) will notify OSHPD of the number of students receiving stipends and will provide reports and tables with the by school contained in Attachment 10 (Standard Agreement, Exhibit F).

V. The Contractor(s) shall credit OSHPD and the MHSA in all publications resulting from this contract.

W. The Contractor(s) shall not conduct lobbying activities as part of this contract.

# EXHIBIT B

## BUDGET DETAIL AND PAYMENT PROVISIONS

### 1. INVOICING AND PAYMENT

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

B. To expedite the processing of invoices submitted to OSHPD for payment, all invoices shall be submitted in triplicate to OSHPD Accounting at the following address:

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

C. The following items are required on all invoices:

- Invoice should be on Contractor's printed letterhead with Contractor name and address;
- Costs incurred shall be itemized in accordance with section 5, Exhibit B.
- Date(s) of services or Progress Reports provided;
- OSHPD contract number 13-4XXX;
- Invoice date;
- Invoice total; and
- Authorizing signature.

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

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

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

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

### 2. INSTRUCTION TO THE CONTRACTOR

A. Progress reports are due bi-annually/quarterly [OSHPD will insert one or the other depending on the institution's schedule].

B. Email the electronic copy of the Progress Reports to OSHPD.MHSAWET@oshpd.ca.gov and mail the hard copy to:

Office of Statewide Health Planning and Development
Healthcare Workforce Development Division
Attention: Inna Tysoe
400 R Street, Room 330
Sacramento, CA 95811

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

D. Data requested on template must be included in appropriate Progress Report

E. Sign-in sheets for classes or workshops must be readable

F. Large deliverables such as books, CDs, articles, etc. should be sent in an electronic version as an attachment with the Progress Report. A note in the hard copy should refer to attachments sent.

G. OSHPD will not accept Progress Reports faxed or dropped off at the Security Desk or the Accounting Office.

H. By June 30 of each Fiscal Year, Contractor(s) will provide to OSHPD an evaluation summarizing the information required in Attachment 10, Exhibit F.

I. OSHPD reserves the right to cancel this agreement in accordance with Exhibit D, Section 10 if, in any fiscal year, the deliverables do not meet OSHPD's expectations.

**3. BUDGET CONTINGENCY CLAUSE**

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

C. If this contract overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the fiscal year(s) following that during which this contract was executed, the State may exercise its option to cancel this contract.

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

**4. PROMPT PAYMENT CLAUSE**

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

**5. BUDGET DETAIL**

Contractor shall furnish all services and perform all work required in accordance with the conditions and scope of services as set forth in Exhibit A - Scope of Work, and in Proposer's proposal. Charges/rates shall be computed in accordance with the budget detail in Exhibit B. The major budget categories shall be the cost of stipends per year and the yearly administration rate. The cost of each major budget category may vary up to 10 percent within each Fiscal Year (FY) without OSHPD approval so long as the total amount budgeted for the FY is not exceeded and so long as the line-items in the budget are not co-mingled.

Total Number of Stipends: _____

Administrative Rate: _____

| | Year 1 | Year 2 | Year 3 | Subtotals |
|---|---|---|---|---|
| Number of Stipends | #_____ | #_____ | - 0 - | Total Number of Stipends _____ |
| Cost of Stipends (# of stipends x $18,500) | $_____ | $_____ | - 0 - | Total Stipend Costs _____ |
| Yearly Administration Rate | $_____ | $_____ | $_____ | 3 years Administration Rate $_____ |
| **Yearly Totals** | $_____ | $_____ | $_____ | **Grand Total** **$**_____ |

# EXHIBIT C

## GENERAL TERMS AND CONDITIONS (GTC 610)

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

# EXHIBIT D

## SPECIAL TERMS AND CONDITIONS

**1. SUBCONTRACTS**

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

**2. PUBLICATIONS AND REPORTS**

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

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

**3. PROGRESS REPORTS**

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

**4. PRESENTATION**

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

**5. OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT STAFF**

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

**6. CONFIDENTIALITY OF DATA AND DOCUMENTS**

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

B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasions except as otherwise provided in the Contract or required by law.

C. Contractor shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this contract, or the State's actions on the same, except to OSHPD staff, Contractor's own personnel involved in the performance of this Contract, or as required by law.

D. If requested by State, Contractor shall require each of its employees or officers who will be involved in the performance of this Contract to agree to the above terms in a form to be approved by State and shall supply State with evidence thereof.

E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.

F. After any data or documents submitted has become a part of the public records of the State, Contractor may at its own expense and upon written approval by the State Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

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

**7. PROVISIONS RELATING TO DATA**

A. "Data" as used in this Contract means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Contract. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Contract. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Contract at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.

C. "Deliverable data" is that data which under terms of this Contract is required to be delivered to the State. Such data shall be property of the State.

D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the State of any such contemplated action; and State may within thirty (30) days of said notification determine whether or not this data shall be further preserved. The State shall pay the expense of further preserving this data. State shall have unrestricted reasonable access to the data that is preserved in accordance with this Contract.

E. Contractor shall use best efforts to furnish competent witnesses to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Contract.

**8. APPROVAL OF PRODUCT**

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

**9. SUBSTITUTIONS**

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

**10. NOTICE**

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

**11. WAIVER**

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

**12. GRATUITIES AND CONTINGENCY FEES**

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

In the event this Contract is terminated as provided in the paragraph above, State shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Contract by the Contractor, and (b) as a predetermined amount of liquidated damages, to exemplary damages in an amount which shall not be less than three

times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

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

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

**13. WORKERS' COMPENSATION**

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

**14. CONTRACT IS COMPLETE**

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

**15. CAPTIONS**

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

**16. PUBLIC HEARINGS**

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

**17. DVBE**

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

**18. FORCE MAJEURE**

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

party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

**19. PERMITS AND LICENSES**

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

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

**20. LITIGATION**

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

**21. DISPUTES**

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

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

**22. EVALUATION OF CONTRACTOR'S PERFORMANCE**

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

**23. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS**

A. 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 it's implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI).

B. Contractor shall not use or disclose confidential, individually identifiable, or sensitive information other than as permitted or required by the Contract and as permitted or required by law.

**24. AUDITS, INSPECTION AND ENFORCEMENT**

A. From time to time, the State may inspect the facilities, systems, books and records of Contractor to monitor compliance with the Contract.

B. Contractor shall promptly remedy any violation of any provision of the Contract and shall certify the same to the Department Information Security Officer in writing.

C. The fact that the State inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, and procedures does not relieve Contractor of its responsibility to comply with the Contract.

D. The State's failure to detect or the State's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the State's enforcement rights under the Contract.

**25. USE OF STATE FUNDS**

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

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

B. Lobbying for either the passage or defeat of any legislation.

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

**EXHIBIT F**

**MENTAL HEALTH SERVICES ACT EDUCATIONAL STIPEND PROGRAM PROGRESS REPORT**

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

**Date:**
**Program Name:**
**Contract # and executed date:**
**Report # since contract was executed:**
**The following are the sections of the report:**

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

**I. Contact Information**

| Name | Position/Title | Phone | E-mail |
|---|---|---|---|
| | | | |
| | | | |

**II. Program Philosophy**
**NOTE: Please describe only if this have changed since you submitted your proposal.**

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

**III. Program Objectives**
**NOTE: Please describe only if this has changed since you submitted your proposal.**
Briefly (in no more than four (4) sentences per objective), list your program's top five (5) objectives

**IV. Program Description**

- List the Community Based Organizations with which your program (or Contractors) has agreements to provide your students with

placement/traineeship/internship/clinical placement/practicum, as appropriate. The compilation, publication and frequent update of these lists will enable OSHPD to report on your programs' accomplishments and will assist your program/consortium in more appropriately placing students and graduates. The list *must be* in the format of the table below.

| **Name of Community Based Organization (CBO)*** | **County Where CBO is Located**** | **Number of Students Placed This Reporting Period** |
|---|---|---|
| | | |
| | | |

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

- Brief description (no more than four (4) sentences per activity) of the coursework provided. Give examples of the kind of consumer and family member outreach and training your program or consortium may participate in. If your program is a consortium, list member schools that you would particularly like to highlight. The description should include:

    1) How often consumers and/or family members present to the class/consortium members and the nature of those presentations, as applicable or known
    2) Any immersion activities (e.g., at the Village) your staff and/or students participated in, as applicable
    3) Any consumer- and/or family-led trainings faculty and/or students participated in, as applicable
    4) The "fieldwork" students perform in consumer-run programs, as applicable
    5) Elements of the curriculum pertinent to the MHSA and which you would like to highlight.
    6) Any other accomplishments you would like to highlight.

- In no more than four (4) sentences, highlight one or two stipend recipients who exemplify the values and principles of the MHSA. This information will enable OSHPD to highlight their accomplishments in its publications and presentations.

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

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

**A.** Describe common (in the case of consortia) or specific (in the case of a single university) competencies that you have identified as critical for students to learn in

order to succeed as professionals in recovery-oriented public mental health systems. You may list them below or attach a list.

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

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

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

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

| Method | Does Your Program Use This Method? | If Yes, Required Course | If Yes, Elective Course | No-Credit Activity |
|---|---|---|---|---|
| Group supervision in internship | | | | |
| Seminars/meetings | | | | |
| Research project about an MHSA-relevant topic | | | | |
| Job search trainings | | | | |
| Immersions | | | | |
| Placements in consumer-run organizations | | | | |
| Other (please describe below) | | | | |

**VI. Program Updates and Modifications**

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

**VII. Program Benefits (optional)**

- Briefly (in no more than four (4) sentences) list no more than three top benefits the community experienced as a result of your program. Indicate the community/communities responding. Examples of benefits could include but are not limited to:
  - Expanded services to a population being served by a County/CBO
  - Expanded service to an additional population (increased penetration rate)
  - Services provided in additional locations
  - Services that are more accessible to people who may not speak English

**VIII. Program Recruitment**

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

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

**IX. Student Selection Process***

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

- A brief description of the process used to evaluate applications
- The following table describing the Stipend Award Selection Committee**:

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

*If your consortium uses a several different selection committees, use a different table for each one.
** If Selection Committee Member or your organization's Legal Department does not authorize the release of the Selection Committee Member's name, you may leave it blank.

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

| Applications Received | Applications Awarded | Dollars Requested | Dollars Awarded |
|---|---|---|---|
| | | | |

**X. Student Outcomes**

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

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

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

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

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

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

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

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

**XI. Graduates' Outcomes**

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

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

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

**XII. Student Support**

- Briefly (in three to four sentences) highlight any support your program provides to students so as to help them finish the program and secure employment.
- Briefly (in three to four sentences) highlight any supports your program/consortium provides to students who self-identify as consumers and/or family members

## XIII. Budget Information

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

| Beginning Balance for FY__ | Stipend Amount | Administration Amount | Total Invoiced | Balance Remaining for FY___ |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

## XIV. Additional Documents

Documents should be sent electronically in the report. Make note which attachments were included in the electronic and hard-copy versions of the report.
These can include but should not be limited to:

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

## 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

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

Penetration Rates: Estimate of how many individuals the program aims to serve as compared to how many are served by the program. The estimate is based on the total number of individuals needing mental health or substance use services, irregardless if those individuals are or will be eligible for PMHS services.

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

Public Mental Health System (PMHS): Publicly-funded mental health programs/services and entities that are administered, in whole or in part, by the State Departments or county. It does not include programs and/or services administered, in whole or in part by federal, state, county or private correctional entities 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

Unserved: Individuals who may have serious mental illness and/or serious emotional disturbance and are not receiving mental health services. Individuals who may have had only emergency or crisis-oriented contact with and/or services from the county may be considered unserved. Title 9, CCR, 3200.310