

Mental Health Services Act Workforce Education and Training (WET)

WORKFORCE, EDUCATION AND TRAINING (WET) FIVE-YEAR PLAN ASSESSMENT

Request for Proposal

13-4098



400 R Street, Suite 460
Sacramento, California 95811
(916) 326-3650

June 28, 2013

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SCHEDULE AND DEADLINES

Key Dates	Date	Time
RFP available to prospective proposers	June 28, 2013	3:00 PM
Written Question Submittal Deadline	July 15, 2013	3:00 PM
Written responses, if any, to be posted on CSCR (BidSync)	July 16, 2013	5:00 PM
Mandatory Proposal Conference Date	July 17, 2013	3:00 PM
Final Date for Proposal Submission	July 24, 2013	3:30 PM
Notice of Intent to Award	August 2, 2013	4:00 PM
Proposed Contract Award Date	August 8, 2013	NA

BACKGROUND

In November 2004, California voters approved Proposition 63, the Mental Health Services Act (MHSA). Sections 2 and 3 of the MHSA provide a vision for transformation of the delivery of public mental health services. The MHSA and Title 9 of the California Code of Regulations (CCR), Section 3320 require the development and implementation of client and family driven, integrated, culturally competent, and recovery/resiliency-oriented services within a collaborative environment. Furthermore, services must be tailored to the needs identified by local, regional and statewide stakeholders, and must address the needs of children, transition age youth, adults, older adults and families. Workforce, Education, and Training (WET) is one of the components of the MHSA.

Per Welfare and Institutions Code (WIC) Section 5820, the Office of Statewide Health Planning and Development (OSHPD) is accountable for the development of the WET Five-Year Plan that will be in effect from April 2014 to April 2019. To ensure the development of a comprehensive plan, OSHPD is employing a robust stakeholder engagement process to engage diverse stakeholder groups through different strategies including the WET Advisory Committee and WET Five-Year Plan Advisory Sub-Committee, community forums/focus groups, key-informant interviews, webinars and surveys, and county site visits.

The WET Five-Year Plan will provide the vision, values, mission, measurable goals and objectives, proposed actions and strategies, funding principles, and performance indicators for the use of MHSA WET funds for the period from April 2014 to April 2019. Per WIC Sections 5820 and 5822, the WET Five-Year Plan shall be informed by an assessment that will identify the statewide needs for each professional and educational category.

PURPOSE and FUNDING

The purpose of this Request for Proposal (RFP) is to contract for assistance in conducting a statewide assessment of the workforce, education and training needs of California's public mental health system. This assessment will be part of a comprehensive WET Five-Year Plan.

The Contractor will provide to OSHPD: 1) an analysis of information currently available on public mental health workforce shortages and corresponding educational and training capacity; 2) an analysis of the county-reported WET Five-Year Plan assessments worksheets; 3) a methodology to conduct an analysis of current workforce and education/training capacities and shortfalls; 4) estimates of long-term workforce needs; and 5) workforce outcome benchmarks and the means to evaluate progress toward meeting these. The Contractor will work with OSHPD staff to actively engage all 58 of California's county mental health programs, with special emphasis on those county mental health programs that volunteer to participate in the WET Five-Year Plan workforce assessment in analyzing their identified immediate workforce, education and training needs and then projecting public mental health needs through the year 2019.

The Contractor will summarize the data gathered by OSHPD and compile the findings in assessment data tables. The data tables will be presented to the MHSA WET Five-Year Plan Advisory Subcommittee which is comprised of experts and stakeholders in the California Community Public Mental Health System who advise OSHPD’s MHSA WET Advisory Committee (WET Advisory Committee) on all aspects related to the development of the MHSA WET Five-Year Plan including: activities pertaining to WET Five-Year Plan stakeholder engagement process; activities pertaining to the development of a statewide needs assessment that will inform the WET Five-Year Plan; and activities pertaining to the development of the WET Five-Year Plan vision, value, mission, goals, objectives, actions, funding, and evaluation metrics.

The following is a list of some of the source data elements that the Contractor will use and which will result in a final written assessment. In addition, the Contractor may use any other valid data collection sources, methods and tools preferred that will result in the quantitative and qualitative analyses listed in the table below.

1. The Contractor will receive completed assessment worksheets (see Exhibit F for sample worksheets) from counties that have volunteered in the assessment specific to the WET component of the MHSA.
2. Each county submits to the Mental Health Services Oversight and Accountability Commission (MHSOAC) and posts on its website an MHSA Annual Update that identifies the proposed MHSA services and the populations at which those services are targeted.
3. Qualitative data available from Community Forums and online surveys.
4. The Contractor will research and analyze data on the supply and demand of the mental health workforce. Data may include but is not limited to relevant licensing data from the Department of Consumer Affairs and educational program capacity data that can be obtained from pertinent literature and appropriate licensing and/or accreditation institutions.

The Contractor must be able to attend regular and ad-hoc meetings with OSHPD staff and other appropriate agencies and stakeholders as directed by OSHPD.

The Contractor will develop with OSHPD approval, a series of projects that result in quantitative and qualitative data with analyses and recommendations on shortages and supply and demand by occupational classification. The Contractor will provide to OSHPD the following deliverables:

Deliverable	Description	Due Date
1. Draft Document Summarizing County-Reported Needs	<p>Draft data tables include:</p> <p>A. Analysis of mental health workforce needs by occupational classification, geographical region, diversity, and language proficiency. This will be done by analyzing information gathered through mental health workforce assessment data from participating counties (sample survey in Exhibit F), gathering and analyzing licensing data and current educational program capacity and researching the number of users and potential users of public mental health services, including epidemiological surveys, prevalence rates and service use by region.</p> <p>B. Analysis of diversity/language proficiency needs by geographic region.</p> <p>C. Analysis of service provider training, technical assistance and support needs. This will include attending stakeholder groups and surveying county leaders and contractors, where possible. It will also include collecting and analyzing available data on hard-to-fill and hard-to-retain positions, why people leave positions, what positions they go to, how vacancies are addressed in terms of labor substitution, and the age/gender profile of workers in given occupations.</p>	September 27, 2013

Deliverable	Description	Due Date
	<p>D. An assessment that includes the identification and incorporation of the workforce needs of individuals with consumer and family member experience at all levels of the public mental health system, including how best to recruit, orient and train consumers and family members for the positions they are expected to fill.</p>	
<p>2. Methodology for Evaluating OSHPD-Administered WET Programs</p>	<p>Describe the data available and develop the methodology to be used to evaluate the outcomes of OSHPD-Administered MHSA WET Programs:</p> <p>A. To the extent possible, the evaluation methodology shall incorporate the methodology described in the 2008 Five-Year Plan (Exhibit G). However, the Contractor may propose an alternative valid methodology for OSHPD's approval.</p> <p>B. Work with the WET Five-Year Plan Sub-Committee and stakeholders in developing a workforce projection methodology that incorporates relevant workforce variables such as county-reported assessments, educational capacity to meet workforce needs, legislative and policy changes affecting workforce composition, demographic changes in California's population and the emphasis on promoting wellness, recovery and resilience.</p>	<p>October 4, 2013</p>
<p>3. Preliminary Assessment of Programmatic Outcomes</p>	<p>Preliminary assessment of programmatic outcomes of OSHPD- and county-administered WET programs:</p> <p>A. Upon OSHPD approval of the evaluation methodology, Contractor shall implement the evaluation methodology to produce an assessment of OSHPD-administered WET programs.</p> <p>B. Work with the WET Five-Year Plan Sub-Committee and stakeholders in summarizing county-reported assessments and developing a workforce projection methodology that incorporates relevant workforce variables such as educational capacity to meet workforce needs, legislative and policy changes affecting changes in workforce composition, demographic changes in California's population, and the emphasis on promoting wellness, recovery and resilience.</p>	<p>November 28, 2013</p>
<p>4. Final Document Summarizing County-Reported Assessments</p>	<p>A final set of data tables and analysis summarizing county-reported needs on:</p> <p>A. Analysis of mental health workforce shortages by occupational classification, geographic region, diversity, and language proficiency. This will be done by analyzing information gathered through mental health workforce assessment data from participating counties (sample survey in Exhibit F), gathering and analyzing licensing data and current educational program capacity and researching the number of users and potential users of public mental health surveys, including epidemiological surveys, prevalence rates and service use by region.</p> <p>B. Analysis of diversity needs by geographic region.</p> <p>C. Analysis of service provider training, technical assistance and support needs. This will include attending stakeholder groups and surveying county leaders and contractors, where possible. It will also include collecting and analyzing available data on hard-to-fill and hard-to-retain positions, why people leave positions, what positions they go to, how vacancies are addressed in terms of labor substitution, and the age/gender profile of workers in given occupations.</p> <p>D. Analysis of geographic imbalances in the licensed and, to the extent data is available, unlicensed mental health workers.</p> <p>E. Comparison of the needed growth of the workforce to population over time. Collect data trends on licensing and certification over time and on the likely pattern of total outlays by industry.</p>	<p>December 6, 2013</p>

Deliverable	Description	Due Date
	<p>F. Analysis of Annual Updates submitted by the county mental health departments to the Mental Health Oversight and Accountability Commission (MHSOAC) at least for Fiscal Year (FY) 2012-13 and which are available on county web sites, county surveys, and, to the extent data is available, report findings on changes in public mental health employment since the assessment was completed in 2008 by occupation and diversity challenges.</p> <p>G. Analysis of the qualitative data from the Community Forums and online survey which OSHPD will make available to Contractor.</p> <p>H. Summary of completed studies of California's public mental health workforce, with emphasis on trends, impact due to the Affordable Care Act (ACA) and of relevant studies on the same or closely related topics conducted outside of California.</p> <p>I. Work with experts to project the occupational composition of the public mental health workforce in California, as well as training and methods of training that honor the MHSA.</p>	
5. Final Assessment of Programmatic Outcomes	<p>Evaluation of OSHPD-administered WET Programs identifying program outcomes:</p> <p>A. Develop and implement a methodology to evaluate the outcomes of OSHPD-administered MHSA WET programs.</p>	February 28, 2014
6. Final Report	A final report that includes final of deliverables 1-5.	June 30, 2014

Subject to the availability of funds, the period of this contract will be from August 7, 2013 through June 30, 2014.

ELIGIBILITY

Contractor omissions, inaccuracies or misstatements will be cause for rejection of a proposal.

SELECTION CRITERIA

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

1. At least four years of successful professional consulting experience related to workforce planning in large health and human services populations.
2. Demonstrated lead experience in conducting social research, to include designing and implementing quantitative and qualitative studies to test hypotheses in health and human services.
3. Availability for regular and ad-hoc face-to-face meetings in Sacramento, as well as ability to meet with public mental health stakeholders throughout California.
4. The Proposer must submit at least two (2) professional references that can attest to the Proposer's qualifications to accomplish this work
5. Detailed work plan and schedule that realistically addresses meeting the deliverables specified in Attachment 6.
6. Demonstrated ability of qualified personnel to work on the deliverables specified in Attachment 6.

AWARD

Up to one (1) contract may be awarded under this RFP.

- a. At the time of proposed 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 proposal may be rejected.
- c. The final award will be to the highest scored proposal.
- d. OSHPD reserves the right to determine that no award shall be made under this RFP.

Notice of the proposed award shall be posted in a public place in the offices of OSHPD, 400 R Street, Suite 359 Sacramento, CA 95811 and on the following Internet site: <http://www.oshpd.ca.gov> for five (5) working days prior to awarding the agreement. OSHPD reserves the right to negotiate with the successful bidder any redistribution of costs within the budget deemed necessary in order to achieve program goals. An unwillingness to negotiate shall be considered grounds for cessation of contract negotiation, which may result in bidder's loss of the contract award.

PROTEST

Protest Procedures:

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

RFP # 13-4098
 WET Five-Year Plan Assessment
 Protest Letter
 Office of Statewide Health Planning and Development
 400 R Street, Suite 460
 Sacramento, CA 95814
 Attn: Inna Tysoe

2. The only acceptable delivery method for a Protest Letter is by a postal service (United States Postal Service, FedEx, etc.). The Letter of Protest must describe the factors which caused the Proposer to conclude that the Evaluation and Selection Committee did not follow the prescribed rating standards, explain why the score is in conflict with evaluation and scoring process described in the RFP, and identify specific information in the proposal that the Proposer believes was overlooked or misinterpreted. The Letter of Protest may not provide any additional information that should have been included in the original proposal.
3. If any Proposer files a Letter of Protest, the contract shall not be awarded until OSHPD has reviewed the protest.
4. A decision will be rendered within 10 working days of the receipt of the Letter of Protest and will be considered final.

QUESTIONS

Questions regarding the RFP may be submitted to OSHPD via e-mail at OSHPD.MHSAWET@oshpd.ca.gov or can be submitted directly to the BidSync website by July 15, 2013.

MANDATORY PROPOSAL CONFERENCE

A mandatory proposal conference is scheduled on, **Wednesday July 17 at 3:00 PM**, 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 460
Sacramento, California 95811
Attn: Sergio Aguilar
(916) 326-3699

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

CONTENT OF PROPOSAL

In order to develop a successful proposal, proposers will be required to be responsive to this RFP in its entirety. Emphasis should be placed on responding to the following:

Executive Summary: Provide an overview of your ability to provide the services detailed in Purpose and Funding above.

Detailed Work Plan: Include a detailed work plan and a schedule for task completion that describes how all elements will be addressed as described in Exhibit A, Scope of Work.

Project Personnel: The Proposer will submit the names, titles, qualifications, and time base of all personnel proposed to work on this project:

1. The Proposer shall provide a written statement describing how he/she meets the Selection Criteria and the total number of hours the Contractor will spend on the project.

Professional References: The prospective Contractor shall submit at least two professional references.

Cost Detail Format and Requirements:

1. The total cost of all deliverables, tasks and milestones cannot exceed \$190,000.00.
2. Proposers **shall use** the Rate Proposal Worksheet to prepare the cost detail for submission. The Rate Proposal Worksheet shall be consistent with the rate structure in Attachment 6.

SUBMISSION

1. 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.
2. All proposals must be submitted under **sealed** cover and received by OSHPD by the date and time shown in the Schedule and Deadlines Table on page 3. Proposals received after this date and time will not be considered.
3. A minimum of one (1) original and four (4) copies of the proposal must be submitted. The original proposal must be marked "**ORIGINAL**". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing organization. All additional proposal sets may contain photocopies of the original package. In addition, Proposer **MUST** submit an electronic copy of the proposal either by email at: Inna.Tysoe@oshpd.ca.gov or include a CD of the proposal with the submission materials.

4. 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.).
5. The proposal envelopes **must** be plainly marked with the RFP number and title, your organization's name and address, and must be marked with "**DO NOT OPEN**", as shown in the following example:

Office of Statewide Health Planning and Development
 Attn: Inna Tysoe
 400 R Street, Suite 460
 Sacramento, CA 95814
RFP # 13-4098
 WET Five-Year Plan Assessment
 DO NOT OPEN

DEADLINE:

The complete application package must be received at the office address by 3:30 p.m. on July 24, 2013. No extensions of the due date and/or time will be granted.

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

1. The Proposer is responsible for ensuring its bid is received by the above listed contact person by the time and date required. Any bid reaching the contact person after the deadline date will be rejected.
2. If the proposal is made under a fictitious name or business title, the actual legal name of Proposer must be provided.
3. Proposals not submitted under sealed cover and marked as indicated will be rejected.
4. All proposals shall include the documents identified in Required Attachment Checklist. Proposals not including the proper required attachments shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
5. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
6. A proposal will be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. OSHPD will reject any or all proposals and may waive an immaterial deviation in a proposal. OSHPD's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the agreement. 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 OSHPD. An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 2 Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the proposing entity. An unsigned proposal will be rejected.
7. A Proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Schedule and Deadlines. Proposal modifications offered in any other manner, oral or written, will not be considered.
8. A Proposer may withdraw its proposal by submitting a written withdrawal request to OSHPD, signed by the Proposer or an authorized agent. A Proposer may thereafter submit a new proposal prior to the proposal submission deadline.
9. 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.
10. OSHPD reserves the right to reject all proposals at its sole discretion. OSHPD is not required to award an agreement and will not award an agreement if budget authority is not granted.
11. Before submitting a response to this solicitation, bidders should review, correct all errors and comply with the RFP requirements.

12. Where applicable, Proposer should carefully examine work sites and specifications. No modifications to the agreement will be made due to a lack of careful examination of work sites and specifications.
13. The State does not accept alternate contract language from a prospective Contractor(s). A proposal with such language will be considered a counter proposal and will be rejected. The General Terms and Conditions (GTC) are not negotiable.
14. No oral understanding or agreement shall be binding on either party.
15. All Proposers agree that in submitting a proposal, they authorize OSHPD to verify all claimed information and references named.

EVALUATION PROCESS

1. 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.
2. Proposals that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Proposer will be rejected.
3. Each response will be assessed based on the technical review factors/criteria as outlined in the Evaluation Table. The technical review section has a possible total score of 70 points. Prospective proposals must receive a minimum of 50 points in the technical section to be considered "responsive". Proposals that fail to meet the minimum score in the technical section will be rejected. Only "responsive" offers will be considered in Step 2.
4. The cost section has a possible total score of 30 points. The points will be determined according to the criteria/formula specified in the Evaluation Table. Best value to the State will be determined based upon the overall score in both the technical and cost sections of the proposal.

EVALUATION TOOL		Maximum Points=70
Technical Merit Scoring Criterion		Points
Detailed Work Plan and Schedules <ul style="list-style-type: none"> Executive Summary, History, 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..... 		35
Project Personnel <ul style="list-style-type: none"> List all personnel, proposed subcontractors' titles, job descriptions, qualifications, roles, and the number of hours each of the listed personnel is proposed to be working on the project..... 		5
Consulting Experience Provide evidence of at least four years of successful professional consulting experience related to workforce planning in large health and human services populations. This experience should include publications that should be cited as part of this proposal.....		5
Social Research Experience Proposer demonstrates lead experience in conducting social research that includes designing and implementing quantitative and qualitative studies to test hypotheses in health and human services. This experience should include publications to be cited as part of this proposal.....		15
Meeting Availability Proposer's Work Plan and proposed Budget demonstrate capacity for regular and ad-hoc meetings in Sacramento, as well as ability to meet with community public mental health stakeholders throughout California.....		5
References References will verify the Proposer's capacity to provide the needs assessment and will include the value/cost of the study the Proposer conducted for the reference writer and the role of the reference firm.....		5
Minimum score of 50 points must be met on the above criteria		
Budget Merit Scoring Criterion		
Cost	Maximum Points= 30	
Lowest offer receives maximum points. Points for other responses will be decreased based on the percentage difference in total cost.	Example: Lowest offer is \$170,000.00. Next offer is \$187,000.00. Percentage difference = 10%. Score is 27.	

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.

AGREEMENT EXECUTION AND PERFORMANCE

1. 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.
2. All performance under the agreement shall be completed on or before the termination date of the agreement.
3. If appropriate, OSHPD reserves the right to amend the agreement resulting from this RFP for additional time and/or additional funding.
4. Special Note to Proposers: Please take careful note of the terms & conditions listed in the sample contract. This is a competitive process. All Proposers will be subject to the term & conditions in the sample contract. Any Proposer who is successful will have an Agreement written to include the costs indicated in their proposal.

PREFERENCE PROGRAMS

Small Business Preference:

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

Non-Small Business Preference:

Revisions to Government Code Section 14838 (b) (1) & (2) provide for a non-small business preference. The preference to a non-small business Proposer that commits to small business or micro-business subcontractor participation may also be awarded the five (5) percent preference. Further information on this Non-Small Business Preference, can be found on the Internet at <http://www.pd.dgs.ca.gov>.

Disabled Veteran Business Enterprise Incentive Program (Optional):

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

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

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

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

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

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

Other Preference Programs (Optional):

Additional preference programs exist for business enterprise zones and military base closure areas. These programs include: a) Target Area Contract Preference Act (TACPA); b) Local Agency Military Base Recovery Area (LAMBRA) Act; c) Enterprise Zone Act (EZA).

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

REQUIRED ATTACHMENTS

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

- Attachment 1 - Required Attachment Check List
- Attachment 2 - Proposal/Proposer Certification Sheet
- Attachment 3 - Bidder Declaration (Form GSPD-05-105)
- Attachment 4 - Proposer References
- Attachment 5 - Work Plan and Schedule for Task Completion
- Attachment 6 – Rate Proposal Worksheet

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

- Attachment 7 - Payee Data Record (STD 204)
- Attachment 8 - Contractor Certification Clauses (CCC-307). CCC-307 can also be found on the Internet at www.ols.dgs.ca.gov/Standard+Language.
- Attachment 9 - 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.

<u>_____</u> ✓	<u>Attachment</u>	<u>Attachment Name/Description</u>
_____	Attachment 1	Required Attachment Check List
_____	Attachment 2	Proposal/Proposer Certification Sheet
_____	Attachment 3	Bidder Declaration (Form GSPD-05-105)
_____	Attachment 4	Proposer References
_____	Attachment 5	Work Plan and Schedule for Task Completion
_____	Attachment 6	Rate Proposal Worksheet

ATTACHMENT 2

PROPOSAL/PROPOSER CERTIFICATION SHEET

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

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

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

An Unsigned Proposal/Proposer Certification Sheet will be Cause for Rejection

Company Name _____

Address: _____

Telephone Number: _____

Fax Number: _____

Email: _____

Name: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT 3- BIDDER DECLARATION (GSPD-05-105)

The Bidder Declaration form (GSPD-05-105) is a required submittal with your proposal.

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

Solicitation Number _____

BIDDER DECLARATION

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

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

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

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

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
				0%	<input type="checkbox"/>	<input type="checkbox"/>
				0%	<input type="checkbox"/>	<input type="checkbox"/>
				0%	<input type="checkbox"/>	<input type="checkbox"/>

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

Page _____ of _____

BIDDER DECLARATION INSTRUCTIONS

2. (continued) Column Labels

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

- 1.a.** Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:
- Microbusiness (MB)
 - Small Business (SB)
 - Nonprofit Veteran Service Agency (NWSA)
 - 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, NWSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

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

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

- 1.c.** This item is only to be completed by businesses certified by California as a DVBE.
- (1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.
 - (2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

- 2.** If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.
If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

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, NWSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

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

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

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

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NWSA, and/or DVBE status

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

- Enter "N/A" if the:
- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
 - Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

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

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

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

ATTACHMENT 4 – PROPOSER REFERENCES

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

List below two references of similar types of services performed for other entities within the last five (5) years. If two 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	
Narrative of Service Provided (include timeline and outcomes)			
What is the role of the reference/firm?			
What was the role of the Proposer?			

ATTACHMENT 5
Work Plan, Executive Summary, History and Schedule for Task Completion

(Your Proposal will be Attachment 5)

ATTACHMENT 6 – RATE PROPOSAL WORKSHEET

Proposer’s Name: _____

Deliverable	Description	Due Date	Amount
1. Draft Document Summarizing County-Reported Assessments	<p>Draft data tables on:</p> <p>A. Analysis of mental health workforce needs by occupational classification, geographical region, diversity, and language proficiency. This will be done by analyzing information gathered through mental health workforce assessment data from participating counties (sample survey in Exhibit F), gathering and analyzing licensing data and current educational program capacity and researching the number of users and potential users of public mental health services, including epidemiological surveys, prevalence rates and service use by region.</p> <p>B. Analysis of diversity/language proficiency needs by geographic region.</p> <p>C. Analysis of service provider training, technical assistance and support needs. This will include attending stakeholder groups and surveying county leaders and contractors, where possible. It will also include collecting and analyzing available data on hard-to-fill and hard-to-retain positions, why people leave positions, what positions they go to, how vacancies are addressed in terms of labor substitution, and the age/gender profile of workers in given occupations.</p> <p>D. An assessment that includes the identification and incorporation of the workforce needs of individuals with consumer and family member experience at all levels of the public mental health system, including how best to recruit, orient and train consumers and family members for the positions they are expected to fill.</p>	September 27, 2013	
2. Methodology for Evaluating OSHPD-Administered WET Programs	<p>Describe the data available and develop the methodology to be used to evaluate the outcomes of OSHPD-Administered MHSW Programs.</p> <p>A. To the extent possible, the evaluation methodology shall incorporate the methodology described in the 2008 Five-Year Plan (Attachment G). However, the Contractor may propose an alternative valid methodology for OSHPD’s approval.</p> <p>B. Work with the WET Five-Year Plan Sub-Committee and stakeholders in summarizing county-reported assessments and developing a workforce projection methodology that incorporates relevant workforce variables such as educational capacity to meet workforce needs, legislative and policy changes affecting changes in workforce composition, demographic changes in California’s population, and the emphasis on promoting wellness, recovery and resilience</p>	October 4, 2013	
3. Preliminary Assessment of Programmatic Outcomes	<p>Preliminary assessment of programmatic outcomes of OSHPD- and county-administered programs:</p> <p>A. Upon OSHPD approval of the evaluation methodology, Contractor shall implement the evaluation methodology to produce an assessment of OSHPD-administered WET programs.</p>	November 28, 2013	

Deliverable	Description	Due Date	Amount
	<p>B. Work with the WET Five-Year Plan Sub-Committee and stakeholders in summarizing county reported assessments and developing a workforce projection methodology that incorporates relevant workforce variables such as educational capacity to meet workforce needs, legislative and policy changes affecting workforce composition, demographic changes in California's population, and the emphasis on promoting wellness, recovery and resilience.</p>		
<p>4. Final Document Summarizing County-Reported Assessments</p>	<p>A final set of data tables and analysis summarizing county-reported needs on:</p> <ul style="list-style-type: none"> A. Analysis of mental health workforce shortages by occupational classification, geographic region, diversity, and language proficiency. This will be done by analyzing information gathered through mental health workforce assessment data from participating counties (sample survey in Exhibit F), gathering and analyzing licensing data and current educational program capacity and researching the number of users and potential users of public mental health surveys, including epidemiological surveys, prevalence rates and service use by region. B. Analysis of diversity needs by geographic region. C. Analysis of service provider training, technical assistance and support needs. This will include attending stakeholder groups and surveying county leaders and contractors, where possible. It will also include collecting and analyzing available data on hard-to-fill and hard-to-retain positions, why people leave positions, what positions they go to, how vacancies are addressed in terms of labor substitution, and the age/gender profile of workers in given occupations. D. Analysis of geographic imbalances in the licensed and, to the extent data is available, unlicensed mental health workers. E. Comparison of the needed growth of the workforce to population over time. Collect data trends on licensing and certification over time and on the likely pattern of total outlays by industry. F. Analysis of Annual Updates submitted by the county mental health departments to the Mental Health Oversight and Accountability Commission (MHSOAC) at least for Fiscal Year (FY) 2012-13 and which are available on county web sites, county surveys, and, to the extent data is available, report findings on changes in public mental health employment since the assessment was completed in 2008 by occupation and diversity challenges. G. Analysis of the qualitative data from the Community Forums and online survey which OSHPD will make available to Contractor. H. Summary of completed studies of California's public mental health workforce, with emphasis on trends, impact due to the Affordable Care Act (ACA) and of relevant studies on the same or closely related topics conducted outside of California. 	<p>December 6, 2013</p>	

Deliverable	Description	Due Date	Amount
	I. Work with experts to project the occupational composition of the public mental health workforce in California, as well as training and methods of training that honor the MHSA.		
5. Final Assessment of Programmatic Outcomes	Evaluation of OSHPD-administered WET Programs identifying program outcomes: A. Develop and implement a methodology to evaluate the outcomes of OSHPD-administered MHSA WET programs.	February 28, 2014	
6. Final Report	A final report that includes final of deliverables 1-5.	June 30, 2014	

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

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

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

ATTACHMENT 8

CONTRACTOR CERTIFICATION CLAUSES (CCC-307)

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, 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 9 – 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 is _____ through _____

3. The maximum amount of this Agreement is: \$ _____

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

Exhibit A – Scope of Work	page(s)
Exhibit A, Attachment I – Contractor’s Proposal	
Exhibit B – Budget Detail and Payment Provisions	page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Check mark one item below as Exhibit D:	
<input type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this	6 pages
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Confidentiality and Information Security Provisions	5 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. *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		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME		
Office of Statewide Health Planning and Development		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		<input type="checkbox"/> Exempt per:
Patty Nelson, SSM I		
ADDRESS		
400 R Street, Suite 359 Sacramento, CA 95811		

EXHIBIT A
SCOPE OF WORK

1. _____(Contractor) will provide to the Office of Statewide Health Planning and Development (OSHPD) a comprehensive analysis of county-reported workforce assessment and an evaluation of OSHPD-administered Mental Health Services Act (MHSA) Workforce, Education and Training (WET) programs as described herein:

The Contractor will provide to OSHPD: 1) an analysis of information currently available on public mental health workforce shortages and corresponding educational and training capacity; 2) an analysis of the county-reported WET Five-Year Plan assessments worksheets; 3) a methodology to conduct an analysis of current workforce and education/training capacities and shortfalls; 4) estimates of long-term workforce needs; and 5) workforce outcome benchmarks and the means to evaluate progress toward meeting these. The Contractor will work with OSHPD staff to actively engage all 58 of California's county mental health programs, with special emphasis on those county mental health programs that volunteer to participate in the WET Five-Year Plan workforce assessment in analyzing their identified immediate workforce, education and training needs and then projecting public mental health needs through the year 2019.

2. Performing Services

Services shall be performed throughout the State of California.

3. Hours of Service

Services shall be provided during normal working hours, Monday through Friday, except holidays.

4. Program Representatives

Office of Statewide Health Planning and Development	Contractor's Name
Section/Unit: Health Professions Education Foundation	Section/Unit:
Attention: Inna Tysoe	Attention:
Address: 400 R Street, Suite 460 Sacramento, CA 95811	Address:
Phone: 916-326-3650	Phone:
Fax: 916-324-6585	Fax:
Email: Inna.Tysoe@oshpd.ca.gov	Email:

Direct all administrative inquiries to:

Office of Statewide Health Planning and Development	Contractor's Name
Section/Unit: Accounting	Section/Unit:
Attention:	Attention:
Address: 400 R Street, Suite 359 Sacramento, CA, 95811	Address:
Phone: 916-326-3200	Phone:
Fax: 916-322-2527	Fax:
Email:	Email:

5. Description of Work to be Performed

The Contractor will summarize the data gathered by OSHPD and compile the findings in assessment data tables. The data tables will be presented to the MHSA WET Five-Year Plan Advisory Subcommittee which is comprised of experts and stakeholders in the California Community Public Mental Health System who advise OSHPD’s MHSA WET Advisory Committee (WET Advisory Committee) on all aspects related to the development of the MHSA WET Five-Year Plan including: activities pertaining to WET Five-Year Plan stakeholder engagement process; activities pertaining to the development of a statewide needs assessment that will inform the WET Five-Year Plan; and activities pertaining to the development of the WET Five-Year Plan vision, value, mission, goals, objectives, actions, funding, and evaluation metrics.

The following is a list of some of the source data elements that the Contractor will use and which will result in a final written assessment. In addition, the Contractor may use any other valid data collection sources, methods and tools preferred that will result in the quantitative and qualitative analyses listed in the table below.

1. The Contractor will receive completed assessment worksheets (See Exhibit F for sample worksheets) from counties that have volunteered in the assessment specific to the WET component of the MHSA.
2. Each county submits to the Mental Health Services Oversight and Accountability Commission (MHSOAC) and posts on its website an MHSA Annual Update that identifies the proposed MHSA services and the populations at which those services are targeted.
3. Qualitative data available from Community Forums and online surveys.
4. The Contractor will research and analyze data on the supply and demand of the mental health workforce. Data may include but is not limited to relevant licensing data from the Department of Consumer Affairs and educational program capacity data that can be obtained from pertinent literature and appropriate licensing and/or accreditation institutions.

The Contractor must be able to attend regular and ad-hoc meetings with OSHPD staff and other appropriate agencies and stakeholders as directed by OSHPD.

The Contractor will develop with OSHPD approval, a series of projects that result in quantitative and qualitative data with analyses and recommendations on shortages and supply and demand by occupational classification. Completion of the required deliverables may involve the following tasks:

Deliverable	Description	Due Date
1. Draft Document Summarizing County-Reported Needs	Draft data tables that include: A. Analysis of mental health workforce needs by occupational classification, geographical region, diversity, and language proficiency. This will be done by analyzing information gathered through mental health workforce assessment data from participating counties (sample survey in Exhibit F), gathering and analyzing licensing data and current educational program capacity and researching the number of users and potential users of public mental health services, including epidemiological surveys, prevalence rates and service use by region. B. Analysis of diversity/language proficiency needs by geographic region.	September 27, 2013

Deliverable	Description	Due Date
	<p>C. Analysis of service provider training, technical assistance and support needs. This will include attending stakeholder groups and surveying county leaders and contractors, where possible. It will also include collecting and analyzing available data on hard-to-fill and hard-to-retain positions, why people leave positions, what positions they go to, how vacancies are addressed in terms of labor substitution, and the age/gender profile of workers in given occupations.</p> <p>D. An assessment that includes the identification and incorporation of the workforce needs of individuals with consumer and family member experience at all levels of the public mental health system, including how best to recruit, orient and train consumers and family members for the positions they are expected to fill.</p>	
2. Methodology for Evaluating OSHPD-Administered WET Programs	<p>Describe the data available and develop the methodology to be used to evaluate the outcomes of OSHPD-Administered MHSA WET Programs:</p> <p>A. To the extent possible, the evaluation methodology shall incorporate the methodology described in the 2008 Five-Year Plan (Attachment G). However, the Contractor may propose an alternative valid methodology for OSHPD's approval.</p> <p>B. Work with the WET Five-Year Plan Sub-Committee and stakeholders in developing a workforce projection methodology that incorporates relevant workforce variables such as county-reported assessments, educational capacity to meet workforce needs, legislative and policy changes affecting workforce composition, demographic changes in California's population and the emphasis on promoting wellness, recovery and resilience.</p>	October 4, 2013
3. Preliminary Assessment of Programmatic Outcomes	<p>Preliminary assessment of programmatic outcomes of OSHPD- and county-administered WET programs:</p> <p>A. Upon OSHPD approval of the evaluation methodology, Contractor shall implement the evaluation methodology to produce an assessment of OSHPD-administered WET programs.</p> <p>B. Work with the WET Five-Year Plan Sub-Committee and stakeholders in summarizing county-reported assessments and developing a workforce projection methodology that incorporates relevant workforce variables such as educational capacity to meet workforce needs, legislative and policy changes affecting changes in workforce composition, demographic changes in California's population, and the emphasis on promoting wellness, recovery and resilience.</p>	November 28, 2013
4. Final Document Summarizing County-Reported Assessments	<p>A final set of data tables and analysis summarizing county-reported needs on:</p> <p>A. Analysis of mental health workforce shortages by occupational classification, geographic region, diversity, and language proficiency. This will be done by analyzing information gathered through mental health workforce assessment data from participating counties (sample survey in Exhibit F), gathering and analyzing licensing data and current educational program capacity and researching the number of users and potential users of public mental health surveys, including epidemiological surveys, prevalence rates and service use by region.</p> <p>B. Analysis of diversity needs by geographic region.</p> <p>C. Analysis of service provider training, technical assistance and support needs. This will include attending stakeholder groups and surveying county leaders and contractors, where possible. It will also include collecting and analyzing available data on hard-to-fill and hard-to-retain positions, why people leave positions, what positions they go to, how vacancies are addressed in terms of labor substitution, and the age/gender profile of workers in given occupations.</p> <p>D. Analysis of geographic imbalances in the licensed and, to the extent data is available, unlicensed mental health workers.</p> <p>E. Comparison of the needed growth of the workforce to population over time. Collect data trends on licensing and certification over time and on the likely pattern of total outlays by industry.</p>	December 6, 2013

Deliverable	Description	Due Date
	<ul style="list-style-type: none"> F. Analysis of Annual Updates submitted by the county mental health departments to the Mental Health Oversight and Accountability Commission (MHSOAC) at least for Fiscal Year (FY) 2012-13 and which are available on county web sites, county surveys, and, to the extent data is available, report findings on changes in public mental health employment since the assessment was completed in 2008 by occupation and diversity challenges. G. Analysis of the qualitative data from the Community Forums and online survey which OSHPD will make available to Contractor. H. Summary of completed studies of California's public mental health workforce, with emphasis on trends, impact due to the Affordable Care Act (ACA) and of relevant studies on the same or closely related topics conducted outside of California. I. Work with experts to project the occupational composition of the public mental health workforce in California, as well as training and methods of training that honor the MHSA. 	
5. Final Assessment of Programmatic Outcomes	Evaluation of OSHPD-administered WET Programs identifying program outcomes <ul style="list-style-type: none"> A. Develop and implement a methodology to evaluate the outcomes of OSHPD-administered MHSA WET programs. 	February 28, 2014
B. Final Report	A final report that includes final of deliverables 1-5.	June 30, 2014

Contractor will deliver to OSHPD the above deliverables as set forth in Exhibit B, Section 5.1.

OSHPD will monitor the activities and progress of the Contractor through regular meetings; the Contractor's submission of needs assessment data elements; and a final report.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. Upon completion of each deliverable identified in Section 6.1 to OSHPD's written satisfaction and upon the subsequent receipt and approval of an invoice for services satisfactorily rendered, OSHPD agrees to compensate Contractor in accordance with the rates specified in Section 5.1 of this Exhibit B, Budget Detail.
- B. The Contractor shall not invoice OSHPD for work performed under this Agreement until the Contractor receives written confirmation from OSHPD that the deliverable(s) reflected in the invoice has been completed to OSHPD's satisfaction.
- C. No payment shall be due to Contractor until OSHPD Accounting receives an accurate invoice reflecting services rendered.
- D. Payment shall not be due until the latter of: (a) The date of acceptance of each deliverable; and (b) receipt of an accurate invoice reflecting the goods and services accepted.

2. INSTRUCTION TO THE CONTRACTOR

- A. To expedite the processing of invoices submitted to the Office of Statewide Health Planning and Development (OSHPD) for payment, all invoice(s) shall be submitted 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

- B. Invoices shall be submitted in triplicate.
- 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 deliverables provided;
 - OSHPD contract number;
 - Invoice date;
 - Invoice total; and
 - Authorizing signature.
- D. Deliverables
Deliverables must be sent electronically to OSHPD.MHSAWET@oshpd.ca.gov with a hard copy mailed to the address below. Both the electronic and hard copy of invoice must be received to be processed for approval.

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

Office of Statewide Health Planning and Development (OSHPD)
Health Professions Education Foundation (Foundation)
Attn: Inna Tysoe
400 R Street, Suite 460
Sacramento, CA 95811

E. Supporting Documentation

Contractor must retain copies of all documentation supporting invoice claims for at least three (3) years from the final payment of this contract in case of an audit. This includes signed verification by contract staff and consultants that attest to hours of work performed under this contract and travel expense claims and receipts that have been reimbursed by the Contractor.

F. All-Inclusive Rate

The costs for travel, goods and services must be reflected in the all-inclusive rate for each deliverable identified in section 5.1. The all-inclusive rate will include but will not be limited to: travel, per diem, supplies, and sub-contractor fees.

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. In no case shall the total of all deliverables exceed \$190,000.00 under this Agreement.

5.1 Contractor will deliver to OSHPD draft needs assessment data by September 27, 2013 that includes tables and narrative on demand by occupational classification, geographic region, diversity, and language proficiency in accordance with the timeline set forth below.

Deliverable	Description	Due Date	Amount
<p>1. Draft Document Summarizing County-Reported Assessments</p>	<p>Draft data tables on:</p> <ul style="list-style-type: none"> A. Analysis of mental health workforce needs by occupational classification, geographical region, diversity, and language proficiency. This will be done by analyzing information gathered through mental health workforce assessment data from participating counties (sample survey in Exhibit F), gathering and analyzing licensing data and current educational program capacity and researching the number of users and potential users of public mental health services, including epidemiological surveys, prevalence rates and service use by region. B. Analysis of diversity/language proficiency needs by geographic region. C. Analysis of service provider training, technical assistance and support needs. This will include attending stakeholder groups and surveying county leaders and contractors, where possible. It will also include collecting and analyzing available data on hard-to-fill and hard-to-retain positions, why people leave positions, what positions they go to, how vacancies are addressed in terms of labor substitution, and the age/gender profile of workers in given occupations. D. An assessment that includes the identification and incorporation of the workforce needs of individuals with consumer and family member experience at all levels of the public mental health system, including how best to recruit, orient and train consumers and family members for the positions they are expected to fill. 	<p>September 27, 2013</p>	
<p>2. Methodology for Evaluating OSHPD-Administered WET Programs</p>	<p>Describe the data available and develop the methodology to be used to evaluate the outcomes of OSHPD-Administered MHA WET Programs:</p> <ul style="list-style-type: none"> A. To the extent possible, the evaluation methodology shall incorporate the methodology described in the 2008 Five-Year Plan (Attachment G). However, the Contractor may propose an alternative valid methodology for OSHPD's approval. B. Work with the WET Five-Year Plan Sub-Committee and stakeholders in developing a workforce projection methodology that incorporates relevant workforce variables such as county-reported assessments, educational capacity to meet workforce needs, legislative and policy changes affecting workforce composition, demographic changes in California's population and the emphasis on promoting wellness, recovery and resilience. 	<p>October 4, 2013</p>	

Deliverable	Description	Due Date	Amount
<p>3. Preliminary Assessment of Programmatic Outcomes</p>	<p>Preliminary assessment of programmatic outcomes of OSHPD and county-administered WET programs:</p> <ul style="list-style-type: none"> A. Upon OSHPD approval of the evaluation methodology, Contractor shall implement the evaluation methodology to produce an assessment of OSHPD-administered WET programs. B. Work with the WET Five-Year Plan Sub-Committee and stakeholders in summarizing county-reported assessments and developing a workforce projection methodology that incorporates relevant workforce variables such as educational capacity to meet workforce needs, legislative and policy changes affecting changes in workforce composition, demographic changes in California's population, and the emphasis on promoting wellness, recovery and resilience. 	<p>November 28, 2013</p>	
<p>4. Final Document Summarizing County-Reported Assessments</p>	<p>A final set of data tables and analysis summarizing county-reported needs on:</p> <ul style="list-style-type: none"> A. Analysis of mental health workforce shortages by occupational classification, geographic region, diversity, and language proficiency. This will be done by analyzing information gathered through mental health workforce assessment data from participating counties (sample survey in Exhibit F), gathering and analyzing licensing data and current educational program capacity and researching the number of users and potential users of public mental health surveys, including epidemiological surveys, prevalence rates and service use by region. B. Analysis of diversity needs by geographic region. C. Analysis of service provider training, technical assistance and support needs. This will include attending stakeholder groups and surveying county leaders and contractors, where possible. It will also include collecting and analyzing available data on hard-to-fill and hard-to-retain positions, why people leave positions, what positions they go to, how vacancies are addressed in terms of labor substitution, and the age/gender profile of workers in given occupations. D. Analysis of geographic imbalances in the licensed and, to the extent data is available, unlicensed mental health workers. E. Comparison of the needed growth of the workforce to population over time. Collect data trends on licensing and certification over time and on the likely pattern of total outlays by industry. F. Analysis of Annual Updates submitted by the county mental health departments to the Mental Health Oversight and Accountability Commission (MHSOAC) at least for Fiscal Year (FY) 2012-13 and which are available on county web sites, county surveys, and, to the extent data is available, report findings on changes in public mental health employment since the assessment was completed in 2008 by occupation and diversity challenges. 	<p>December 6, 2013</p>	

Deliverable	Description	Due Date	Amount
	<p>G. Analysis of the qualitative data from the Community Forums and online survey which OSHPD will make available to Contractor.</p> <p>H. Summary of completed studies of California’s public mental health workforce, with emphasis on trends, impact due to the Affordable Care Act (ACA) and of relevant studies on the same or closely related topics conducted outside of California.</p> <p>I. Work with experts to project the occupational composition of the public mental health workforce in California, as well as training and methods of training that honor the MHSAs.</p>		
5. Final Assessment of Programmatic Outcomes	<p>Evaluation of OSHPD-administered WET Programs identifying program outcomes</p> <p>A. Develop and implement a methodology to evaluate the outcomes of OSHPD-administered MHSAs WET programs.</p>	February 28, 2014	
6. Final Report	A final report that includes final of deliverables 1-5.	June 30, 2014	

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, Contractor shall submit any subcontracts which are proposed to be entered into in connection with this Contract to OSHPD for its prior written approval before entering into the same. No work shall be subcontracted without the prior written approval of OSHPD. Upon the termination of any subcontract, OSHPD shall be notified immediately. Any subcontract shall include all the terms and conditions of this Contract and its attachments.

2. PUBLICATIONS AND REPORTS

- A. OSHPD reserves the right to use and reproduce all publications, reports, and data produced and delivered pursuant to this Contract. OSHPD further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
- B. If the publication and/or report are prepared by non-employees of OSHPD, and the total cost for such preparation exceeds \$5,000.00, the publication and/or report shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code Section 7550).

3. UPDATES

Contractor shall update at least monthly the Contract Manager in writing, or orally if approved by the OSHPD Contract Manager on the status of the deliverables. These updates shall include, but not be 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 OSHPD to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible. The updates do not constitute a billable service under this Agreement but are required.

4. PRESENTATION

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

5. OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT (OSHPD) STAFF

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

6. CONFIDENTIALITY OF DATA AND DOCUMENTS

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

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

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Office of Statewide Health Planning and Development (OSHPD), but does not necessarily represent the views of OSHPD or any of its employees except to the extent, if any, that it has formally been approved by OSHPD. For information regarding any such action, communicate directly with **the Office of Statewide Health Planning and Development Department, 400 R Street, Public Information Officer, Suite 310 Sacramento, California, 95811**. Neither said Office nor the State of California, nor any officer or employee thereof, or any of its contractors or 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 models, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
- B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Contract. Any electronic data processing program, model or software system developed or

substantially modified by the Contractor in the performance of this Contract at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.

- C. "Deliverable data" is that data which under terms of this Contract is required to be delivered to the State. Such data shall be property of OSHPD.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify OSHPD of any such contemplated action; and OSHPD may within 30 days of said notification determine whether or not this data shall be further preserved. OSHPD shall pay the expense of further preserving this data. OSHPD shall have unrestricted reasonable access to the data that is preserved in accordance with this Contract.
- E. Contractor shall use best efforts to furnish competent witnesses to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Contract.

8. APPROVAL OF PRODUCT

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

9. SUBSTITUTIONS

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

10. NOTICE

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

11. WAIVER

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

12. GRATUITIES AND CONTINGENCY FEES

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

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

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

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

13. WORKERS' COMPENSATION

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

14. CONTRACT IS COMPLETE

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

15. CAPTIONS

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

16. PUBLIC HEARINGS

If public hearings on the subject matter dealt with in this Contract are held within one year from the contract expiration date, Contractor shall make available to testify the personnel assigned to this Contract at the hourly rates specified in the Contractor's proposed budget.

17. DVBE

OSHPD waives the Disabled Veteran Business Enterprises participation goal in accordance with the provisions of Public Contract Code Section 10115 et seq.

18. FORCE MAJEURE

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

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

19. PERMITS AND LICENSES

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

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

20. LITIGATION

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

21. DISPUTES

Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Contract, which is not disposed of by the Contract, informally with the OSHPD Contract Manager. If the dispute cannot be disposed of at this level, then the dispute shall be decided by the Director of the Office of Statewide Health Planning and Development. All issues pertaining to this dispute shall be submitted in written statements and addressed **to the Director, Office of Statewide Health Planning and Development, 400 R Street, Suite 310, Sacramento, California 95811**. Such written notice must contain the Contract Number. The decision of the Director shall be final and binding to all parties. Within ten days of receipt of the written grievance report from the Contractor, the Director, or his/her designee, shall meet with the Contractor and OSHPD Project Manager for the purposes of resolving the dispute. The decision of the Director shall be final. During the dispute process the Contractor shall proceed diligently with the performance of the Contract. Neither the pendency of a dispute, nor its consideration by the Director, shall excuse the Contractor from full and timely performance of the services required in accordance with the terms of the contract.

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

22. EVALUATION OF CONTRACTOR'S PERFORMANCE

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

23. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

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

24. AUDITS, INSPECTION AND ENFORCEMENT

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

25. USE OF STATE FUNDS

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

- A. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
- B. Lobbying for either the passage or defeat of any legislation. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership

EXHIBIT F**WET Five-Year Plan Workforce Assessment**

The Office of Statewide Health Planning and Development (OSHPD) is developing the next Mental Health Workforce Education and Training (WET) Five-Year Plan 2014-2019. To develop a comprehensive plan that meets local and regional needs, OSHPD is requesting information from counties that identifies their mental/behavioral health workforce needs. This workforce assessment will help inform the next WET Five-Year Plan and its funding priorities. Please fill out the following assessment for your County by July 28, 2013 and submit to OSHPD.MHSAWET@oshpd.ca.gov. If you have any questions on how to fill out the form please contact Sergio Aguilar at (916) 326-3699 or Sergio.Aguilar@oshpd.ca.gov

Survey completed by (name,
title or position): _____

Contact Information (email
and phone number): _____

County: _____

Existing and Future Mental/Behavioral Health Workforce Shortages (Provide the top 7 mental/behavioral health workforce shortages in your county in order starting with highest need by using sample occupational categories outlined in Appendix 1 below):

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

Mental/Behavioral Health Workforce Demands Met (Does your county have occupational categories that are declining in need and/or demand? Provide the top 5 mental/behavioral health workforce occupational categories in your county that are declining in needs starting with the least need by using sample occupational categories outlined in Appendix 1 below):

- 1.
- 2.
- 3.
- 4.
- 5.

Mental/Behavioral Health Workforce Hard-to-Fill, Hard-to-Retain Positions (Provide the top 7 mental/behavioral health workforce hard-to-fill, hard-to-retain positions in your county in order starting with highest need)

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

Mental/Behavioral Health Workforce Diversity (Provide the top 7 mental/behavioral health workforce diversity needs in your county in order starting with highest need using sample categories outlined in Appendix 1 below):

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

Language Proficiency (Provide the top 7 mental/behavioral health workforce language proficiency needs in your county in order starting with highest need using sample languages outlined in Appendix 1 below):

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

Consumer and/or Family Member Designated Positions: (Provide a description of currently designated positions and specific roles for consumer and/or family member positions, if any. Provide a description of future roles consumers and/or family members could have in your county, if any.):

OSHPD-ADMINISTERED MHSA WET PROGRAMS

Stipends (Provide the top 5 mental/behavioral health workforce occupational categories that should have a statewide WET stipend program in order starting with highest need by using sample occupational categories outlined in Appendix 1 below):

- 1.
- 2.
- 3.
- 4.
- 5.

Stipends (Provide a description of your counties use of and recommendations to enhance this program)

Mental Health Loan Assumption (MHLAP) (Provide the top 5 mental/behavioral health workforce occupational categories that should be eligible for MHLAP in order starting with highest need by using sample occupational categories outlined in Appendix 1 below):

- 1.
- 2.
- 3.
- 4.
- 5.

MHLAP (Provide a description of your counties use of and recommendations to enhance this program)

Residency Program for Physician Assistants (Provide a description of your counties use of and recommendations to enhance this program)

Psychiatric Residency Program (Provide a description of your counties use of and recommendations to enhance this program)

Working Well Together (Provide a description of your counties use of and recommendations to enhance this program)

Regional Partnerships (Provide a description of your counties use of and recommendations to enhance this program)

OSHPD-Administered WET Programs (What other mental health workforce development programs should be included in the OSHPD-Administered WET Program?)

OSHPD-Administered WET Programs (Other comments not referenced above)

Other miscellaneous: (Provide a description of any other critical mental/behavioral health workforce needs not identified in the sections above including but not limited to supervisor needs, succession planning needs, needs for individuals with lived experience):

Appendix 1- Definitions

Mental Health Workforce Occupational Categories: *Unlicensed Mental Health Professional:* Benefits/Eligibility Specialist; Case Manager/Service Coordinator; Designated Consumer and/or Family Member Position, Direct Service Provider (e.g. peer specialist, peer navigators, community support workers; Designated Consumer and/or Family Member Position, Training and Education (e.g. speakers bureaus, recovery educators, peer provider training staff); Designated Consumer and/or Family Member Position, Administrative/ Policy and Planning (e.g. consumer relations managers, clerical, IT support); Designated Consumer and/or Family Member Position, Advocacy (e.g. peer advocates, patient rights advocates, community organizers,); Employment Service Staff (e.g., vocational rehabilitation specialist); Housing Support Services Staff; Mental Health Rehabilitation Specialist; Promotora; Substance Abuse Counselor (alcohol and other drug abuse counselor); Other Non-Licensed Mental Health Staff Not listed above; *Licensed Mental Health Professional:* Clinical Nurse Specialist; Clinical Psychologist; Licensed Clinical Psychologist; Licensed Clinical Social Worker; Licensed Professional Clinical Counselors; Licensed Psychiatric Technician; Marriage and Family Therapist; Occupational Therapist; Physician Assistant; Psychologist; Psychiatrist; Psychiatrist, Child/Adolescent; Psychiatrist, Geriatric; Psychiatric Mental Health Nurse Practitioner; School Psychologist.

Diversity: Includes dimensions of race/ethnicity, gender, sexual orientation, socio-economic status, age, physical and/or mental abilities, and/or other pertinent characteristics.

Language: English; Spanish; Vietnamese; Chinese; Cantonese; Mandarin; Tagalog; Korean; Cambodian; Russian; Armenian; Khmer; Farsi; Arabic; Hmong; and Sign Language.

EXHIBIT G

EVALUATING THE FIVE-YEAR PLAN

California is investing considerable resources into improving the public mental health workforce consistent with this Five-Year Plan. A means to evaluate the impact of this investment is needed in order to assess the effectiveness of the programs and activities undertaken, and to determine whether the Plan's goals are being met. Performance indicators directly linking the outcome of a program or activity to its impact on one or more of the goals in the Five-Year Plan will be identified concurrently with the development of the program or activity, and subsequently evaluated to assist in future resource allocation. Measurement criteria and outcomes have been developed by the Department with input from the California Mental Health Planning Council, the California Mental Health Directors Association, the Mental Health Services Oversight and Accountability Commission, clients and family members and other stakeholders.

These measurement criteria and outcomes were developed with the understanding that education and training programs and activities will promote statewide applicability and the equitable distribution of dollars, increase the diversity and cultural competence of the public mental health workforce and promote the participation of clients and family members. These programs and activities should also serve to prepare the workforce to meet the needs of diverse ethnic/cultural populations heretofore unserved or underserved, including children, transition aged youth and older adults. Performance indicators and their measurement criteria and outcomes include:

Goal #1 – Develop sufficient qualified individuals for the public mental health workforce.

1. **Performance Indicator:** A decrease in hard-to-fill and/or hard-to-retain positions in the public mental health system workforce, particularly within small or rural counties.

Measurement: A baseline of positions will be obtained by compiling data from submitted Workforce Needs Assessment sections of Counties' Three-Year Program and Expenditure Plans. Hard-to-fill and/or hard-to-retain positions will be identified by county, region and state levels, county versus contract staff, and by small/rural counties. Changes will be tracked by subsequent County workforce needs assessments as to types of positions that are deemed hard-to-fill and/or hard-to-retain, and numbers needed versus filled.

2. **Performance Indicator:** An increase in the number and proportion of the public mental health workforce who are proficient in one or more non-English languages, including American Sign Language.

Measurement: A baseline of needed and available persons who are proficient in non-English languages will be compiled by language from submitted Workforce Needs Assessment sections of Counties' Three-Year Program and Expenditure Plans. Changes will be tracked by subsequent County workforce needs assessments as to number of needed and available persons who are proficient in non-English languages.

3. **Performance Indicator:** Increase employment opportunities for racial/ethnic populations that are underrepresented in the public mental health system workforce in order to provide equal opportunities for employment.

Measurement: A baseline of the workforce by race/ethnicity and the race/ethnicity of the target population to be served will be obtained by compiling data from submitted Workforce Needs Assessment sections of Counties' Three-Year Program and Expenditure Plans. The race/ethnicity of the workforce versus the target population to be served will be compared by county, region and state. Changes in race/ethnicity disparity will be tracked by subsequent County workforce needs assessments.

4. **Performance Indicator:** An increase in the number and proportion of individuals with client and/or family member experience successfully employed, whether paid or volunteer, at all levels of the public mental health system workforce.

Measurement: A baseline of the number of authorized positions specifically designated for individuals with client and/or family member experience by occupational category will be obtained by compiling data from submitted Workforce Needs Assessment sections of Counties' Three-Year Program and Expenditure Plans. Changes in numbers of authorized positions within occupational categories and by county, region and statewide will be compared over time by subsequent County workforce needs assessments.

Goal #2 – Increase the quality and success of educating and training the public mental health workforce in the expressed values and practices envisioned by the MHSA.

1. **Performance Indicator:** An increase in the number of training and technical assistance events and activities that focus on services and supports demonstrating the principles of wellness, recovery and resiliency.

Measurement: The number and type of training and technical assistance events focusing on wellness, recovery and resiliency will be compiled from Counties' Three-Year Program and Expenditure Plans, and will be compared to subsequent Three-Year Program and Expenditure Plans.

2. **Performance Indicator:** An increase in the number of training and technical assistance events and activities that focus on the needs of unserved and underserved populations, especially older adults and transition aged youth.

Measurement: The number and type of training and technical assistance events focusing on older adults and transition aged youth will be compiled from Counties' Three-Year Program and Expenditure Plans, and will be compared to subsequent Three-Year Program and Expenditure Plans.

3. **Performance Indicator:** An increase in the number of training and technical assistance events and activities that include individuals with client and/or family

member experience who participate in the design and/or implementation of these events and activities.

Measurement: Via survey, providers of training and technical assistance events will report on the numbers and extent of participation of individuals with client and/or family member experience. Comparisons will be made by conducting surveys over time.

4. **Performance Indicator:** An increase in the number of training and technical assistance events and activities that include individuals and entities not affiliated with the public mental health system (county or state) who participate in the design and implementation of these events and activities.

Measurement: Via survey, providers of training and technical assistance events will report on the numbers and extent of participation of individuals and entities not affiliated with the public mental health system. Comparisons will be made by conducting surveys over time.

5. **Performance Indicator:** An increase in the availability of workforce education and training programs and activities to the public mental health system throughout California, to include accessibility to rural areas.

Measurement: Utilizing Counties' Three-Year Program and Expenditure Plans, the number and location of MHSA-funded workforce education and training programs and activities will be mapped throughout California to determine accessibility and availability to the entire public mental health system workforce. Changes in availability will be determined by subsequent Three-Year Program and Expenditure Plans. In particular, use of distance learning and the establishment of new centers, courses and programs will be tracked, with emphasis on access by the workforce in rural communities.

6. **Performance Indicator:** An increase in the number of mental health career pathway programs, and in the number of individuals in the public mental health system workforce who participate in such programs and progress to higher levels of employment.

Measurement: Via optional, self-reported survey, mental health career pathway programs will report on the numbers and extent of participation of
 1) multi-ethnic and multi-lingual participants, with number employed in the public mental health system upon graduation, 2) number of individuals with client and/or family member experience enrolled in mental health career pathway programs, with number employed in the public mental health system upon graduation, and 3) number of individuals who graduate from mental health career pathway programs and enter occupations that partner with the public mental health system. Comparisons will be made by conducting surveys over time.

7. **Performance Indicator:** An increase (1) in the number of residency and internship programs that specialize in public mental health, and (2) in the number of individuals in the public mental health system workforce who

participate in such programs and become employed in the public mental health system.

Measurement: Via survey, residency and internship programs will report on the numbers and extent of participation of 1) numbers of urban and rural residency rotations, 2) number of internship opportunities, 3) number of community-based agencies providing residency rotations and internship opportunities, and 4) the number of those completing their internship and residency component and subsequently becoming employed in the public mental health system. Comparisons will be made by conducting surveys over time.

These performance indicators and performance measures will be analyzed to inform development of statewide programs and guidelines for local programs that are currently being implemented. In addition, future Workforce Education and Training funding decisions will be guided by demonstrated successes achieved toward these performance indicators in this Workforce Education and Training Development Five-Year Plan.

The following principles will guide the development and implementation of new programs and activities:

- The public mental health system must remain relevant and responsive to unserved and underserved communities and populations.
- Ethnic diversity, linguistic capacity and cultural competence of the workforce must keep pace with changes in population demographics.
- Licensure and credentialing requirements may change as a result of changes in service delivery.
- The public mental health system must remain flexible to allow for implementation of the remaining MHSa components, most notably Prevention and Early Intervention and Innovation.
- The public mental health system must include education and training activities that increase expertise and inclusion of co-occurring disabilities, to include physical, developmental and substance abuse disorders.
- Consideration for accessibility issues must be broadened beyond mental health to include the wider disability community.

The dynamic nature of these variables dictates an ongoing dialogue at both the state and local level to continually and effectively assess need and allocate resources.

This Five-Year Plan provides the vision and the means to develop the capacity of the current and prospective mental health workforce to excel at services that are sensitive and responsive to the ever-evolving needs and cultures of California's diverse client and family member population. The public mental health system faces critical shortages in

resources, but these shortages may be off-set by developing both the workforce and the services delivered to meet the challenges. This process will require constant reassessment.