

Mental Health Services Act Workforce Education and Training (WET)

PSYCHIATRIC RESIDENCY PROGRAM

Request for Proposal Multiple Awards

13-4110



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

July 2013

Funded by Proposition 63, Mental Health Services Act

TABLE OF CONTENTS

SECTION	PAGE
Schedule and Deadlines	3
Background	3
Purpose and Funding	3
Eligibility	4
Selection Criteria	5
Award	5
Protest	6
Questions	6
Mandatory Proposal Conference	7
Content of Proposal	7
Executive Summary	7
Detailed Work Plan	7
Project Personnel	7
Strength of the Program and Geographic Needs	7
Detail How the Administrative Costs Will be Used	7
Facilities and Resources	7
Relationship Between Proposer and County(ies)	8
Curriculum	8
Participants	8
Cost Detail Format and Requirements	8
Submission	8
Evaluation Process	10
Evaluation Tool	11
Disposition of Proposals	12
Agreement Execution and Performance	12
Preference Programs	12
Small Business Preference	12
Non-Small Business Preference	12
Disabled Veteran Business Enterprise Incentive Program (Optional)	12
Other Preference Programs (Optional)	13
Required Attachments	13
Attachment 1-Required Attachment Check List	14
Attachment 2-Proposal/Proposer Certification Sheet	15
Attachment 3-Bidder Declaration (Form GSPD-05-105)	16
Attachment 4-Proposer References	18
Attachment 5-Work Plan, Executive Summary, History and Schedule for Task Completion	21
Attachment 6-Rate Proposal Worksheet	22
Attachment 7-Payee Data Record (STD 204)	24
Attachment 8-Contractor Certification Clauses (CCC-307)	26
Attachment 9-Sample Standard Agreement (STD 213)	30
Exhibit A-Scope of Work	31
Exhibit B-Budget Detail and Payment Provisions	36
Exhibit C-General Terms and Conditions (GTC 610)	40
Exhibit D-Special Terms and Conditions	41
Exhibit E-Confidentiality and Information Security Provisions	47
Exhibit F-Mental Health Services Act Psychiatric Quarterly Progress Report	52
Exhibit G-Invoice and Statement	61
Exhibit H-Progress Report Policies	62

SCHEDULE AND DEADLINES

Action	Key Dates	Time
RFP available to prospective proposers	July 22	3:00 PM
Written Question Submittal Deadline	July 30	3:00 PM
Written responses, if any, to be posted on CSCR (BidSync)	July 31	5:00 PM
Mandatory Proposal Conference Date	August 7	3:00 PM
Final Date for Proposal Submission	August 14	3:30 PM
Notice of Intent to Award	August 28	4:00 PM
Proposed Contract Award Date	August 30	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. The WET Five-Year Development Plan addresses the funding of psychiatric residency programs which educate psychiatric residents interested in developing the skills identified as critical to the public mental health system.

A needs assessment survey identified the need for California graduate programs to: 1) recruit individuals who are culturally competent and/or have life experience with public mental health, with an emphasis on unserved and/or underserved communities; 2) encourage the enrollment and support of individuals with consumer and/or family member experience in the public mental health system; 3) prepare psychiatrists to deliver public mental services that promote wellness, recovery, and resilience; and 4) develop and implement a graduate school and/or psychiatry residency curriculum and practice that reflects the principles of the MHSA.

PURPOSE and FUNDING

This award is supported by Proposition 63, the Mental Health Services Act and administered by the Health Professions Education Program (Foundation)/Office of Statewide Health Planning and Development (OSHDPD). The April 2008 – April 2013 WET Five Year Plan highlights the need to expand the capacity of postsecondary education to meet the needs of identified mental health occupational shortages. Specifically, Goal #1, Objective G, Action #1 supports the following: Fund any three consecutive years of a psychiatric residency programs that or focus on recruitment of residents who can meet diversity needs consistent with the vision and values of the MHSA and model a multidisciplinary team approach in a community public mental health setting.

The purpose of this award is to ensure that psychiatric residents receive training in the public mental health system and that residents are encouraged to continue working in the Community Public Mental Health System after their rotations end.

The Contractor(s) will furnish all services and perform all work as outlined below:

1. Add a minimum of six psychiatric residency/fellowship slots to existing program over three fiscal years;
2. Designate faculty that will co-locate in the California public mental health system to supervise psychiatric residents/fellows;

3. Add the requisite number of core faculty staff hours per year for three years co-located in the community public mental health system;
4. Add a minimum of two new community public mental health sites where residents will be supervised;
5. Design curriculum that is in accord with the principles and values of the MHSA;
6. Supervise the clinical rotations and didactic instruction of the psychiatric residency program;
7. Provide all publications, reports, curriculum, and data produced and delivered pursuant to this contract;
8. Monitor student progress and post-residency employment;
9. Provide OSHPD with quarterly invoices and;
10. Provide requested data in quarterly progress reports to OSHPD that includes but may not necessarily be limited to:
 - Contact information
 - Program philosophy
 - Program objectives
 - Program description, including course and training elements
 - Any program updates, changes or modifications
 - Program benefits to the community
 - Program recruitment
 - Information on where fellows/residents were located
 - Information on mentoring efforts for fellows/residents
 - Total hours spent in public mental health system and number of patient/consumer encounters in public mental health system
 - Additional documents/deliverables if appropriate

A progress report template for you to use quarterly is attached in Exhibit F. The information requested serves many purposes including providing information to the California State Legislature, the public mental health system, stakeholders and the public on the success of the program. The OSHPD WET Policies and Procedures for Progress Reports and Invoices are in Exhibits G and H respectively.

Please note that any administration costs over 15% of the total dollar amount requested will make the proposal non-responsive and that the total cost of all tasks and milestones for the Psychiatric Residency Program cannot exceed \$437,500 per year and not be longer than three years in length, ending June 30, 2016.

Administrative cost is defined as **any and all** activities/charges associated with administering the psychiatric residency program which includes but is not limited to, any cost associated with travel, any cost associated with conferences, or publications and is considered indirect overhead costs. In order to maximize the funds available for program development, we recommend applicants waive or minimize the indirect cost rate they request.

ELIGIBILITY

All Psychiatric Residency Programs in the State of California are eligible and encouraged to apply. If a Proposer(s) currently has a Psychiatric Residency Program contract with OSHPD, the Proposer(s) must be able to clearly show how it will sustain the current contract psychiatric residency/fellowship slots, plus add additional slots based upon the proposal submitted. Omissions, inaccuracies or misstatements will be cause for rejection of a proposal.

SELECTION CRITERIA

The Proposer must submit at least three (3) references that can attest to the Proposer's qualifications to accomplish this work.

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

1. The program's ability to demonstrate that it can meet the purpose of the RFP.
2. The program's ability to demonstrate how it will strengthen educational partnerships, community support and workforce preparation between the proposer and the county(ies) the proposer serves.
3. The program's ability to demonstrate how it will develop curriculum and provide teaching methods which integrate theory and practice, while promoting the values of wellness, recovery and resilience as expressed in the MHSA.
4. The program's ability to identify occupational shortages in the county and/or region as well as the method(s) used to make the determination.
5. The program's ability to demonstrate the number of current public mental health sites (locations) and the proposed number of public mental health sites (locations) to be added as a result of the proposal.
6. The program's ability to demonstrate the number of current residency slots in the program and the proposed additional number of residency slots that will be added as a result of the proposal.
7. The program's ability to demonstrate the number of current staff hours co-located in the community public mental health system and the proposed additional number of co-located staff hours to be added.
8. The program's ability to demonstrate the number of current psychiatric residents supervised by staff co-located in the community public health system and the proposed additional number to be added.
9. The program's ability to include a multidisciplinary team approach and interdisciplinary training that fosters the utilization of mental health care teams with family practice physicians, and nurse practitioners; propose programs in accord with the values and principles of the MHSA; and/or focus on recruitment of residents who can meet diversity needs consistent with the vision and values of the MHSA.
10. Priority consideration will be given to proposals for programs situated in a regional area not currently receiving funding from OSHPD for a psychiatric residency program.
11. Cost effectiveness of the administration rates that are required to effectively and successfully implement and administer the program.
12. The program must demonstrate sustainability of the program and show that it is a replicable model.

AWARD

Up to two (2) contracts may be awarded under this RFP. Final award by OSHPD will include consideration of how geographic needs in Northern, Central and Southern California will be met.

- 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 awards will be to the highest scored proposal(s).
- d. OSHPD reserves the right to determine the number of Contractor(s) to be awarded, if any.

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(s) 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 within 5 business days of notice of proposed award with:
 - RFP # 13-4110**
 - Psychiatric Residency Programs
 - Protest Letter
 - Office of Statewide Health Planning and Development
 - 400 R Street, Suite 330
 - Sacramento, CA 95811
 - 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.

NOTE: FedEx does not recognize zip code 95811, use zip code 95814 when using this service.

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 30, 2013.

MANDATORY PROPOSAL CONFERENCE

A mandatory proposal conference is scheduled on **August 7, 2013, 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 330
Sacramento, California 95811
Attn: Inna Tysoe
(916) 326-3650

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 a summary of your application containing a brief overview of your proposal. Include justification for continued or expanded funding and a brief history of your program (300 words or less).

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: Indicate how psychiatric residency program dollars and staff will be allocated to effectively and successfully implement and administer the program. Demonstrate how many project staff will be helping to ensure that individuals who successfully complete the psychiatric residency program are employed in the California public mental health system.

1. List all personnel titles, job descriptions, and qualifications of those who will be working on the project.
2. Identify the role of the staff members who will be housed in the public mental health system settings providing clinical supervision hours leading to the certification by the Board of Psychiatry and Neurology.

Strength of the Program and Geographic Needs: Clearly indicate how the Proposer plans to work with local public mental health systems (such as: counties, community based organizations, regional partnerships, etc.) to ensure workforce and geographic needs are met. Specifically identify how occupational shortages in the county and/or region were determined and where the proposer will add locations (sites) in the community public mental health system where residents' rotations will be supervised.

Detail How the Administrative Costs Will be Used: Administrative costs cannot exceed 15% of the total costs of the total proposal amount. Administration cost is defined as **any and all** activities/charges associated with administering the psychiatric residency program which includes but is not limited to, any cost associated with travel, any cost associated with conferences, or publications.

Facilities and Resources: Explain where the services will be provided and what types of requirements are needed to perform the services. If the program resides in a regional area not currently receiving funding from OSHPD for a psychiatric residency program, it will receive priority consideration. Indicate the number of current public mental health sites (locations) where residents/fellows currently perform rotations and the proposed number of public mental health sites (locations) where residents/fellows are expected to perform rotations

which are to be added as a result of the proposal. Please note that a responsive proposal is expected to add a minimum of two (2) sites (locations) in the community public mental health system.

Relationship Between Proposer and County(ies): Explain and/or demonstrate how the Proposer's program will create and/or strengthen educational partnerships, community support, and workforce preparation between the Proposer and the County(ies) the Proposer will serve.

Curriculum: Identify curriculum and methods of teaching that appropriately integrate theory and practice and promote the values of wellness, recovery and resilience as expressed in the MHSA. Include interdisciplinary training that fosters the utilization of mental health care teams with family practice physicians, and nurse practitioners and that propose programs in accord with the values and principles of the MHSA, it must be clearly delineated. Recruitment efforts must clearly reflect how the program addresses community based organizations through outreach, especially noting multi-cultural efforts and the program's efforts to reach out to consumers and family member groups.

Participants: Explain how the program will work to ensure that residents/fellows will continue to work in the California public mental health system upon successful completion of the program, specifically detailing how they will be able to contribute to a diverse, culturally sensitive and competent public mental health workforce. Demonstrate the number of current residency slots in the program and the proposed additional number of residency slots that will be added as a result of the proposal; Demonstrate the number of current staff hours co-located in the community public mental health system and the proposed additional number of staff hours to be added; Demonstrate the number of current psychiatric residents supervised by staff co-located in the community public mental health system and the proposed additional number to be added.

Cost Detail Format and Requirements:

1. The total cost of all tasks and milestones cannot exceed \$437,500 per year for State Fiscal Years 2013-14, 2014-15 and 2015-16.
2. Administrative cost is defined as **any and all** activities/charges associated with administering the psychiatric residency program which includes but is not limited to, any cost associated with travel, any cost associated with conferences, or publications. It **does not** include that portion of staff time housed in the public mental health system nor any stipend, scholarship or other financial incentive that may be provided to the psychiatric residents.
3. The total of the administrative cost shall not exceed fifteen percent (15%) of the total proposal amount (Example: If the total proposal amount equals \$1,000.00; then the maximum administration rate can be no more than \$150.00). Proposals exceeding the 15% limit will be rejected.
4. 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 sent to 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 330
 Sacramento, CA 95811
RFP # 13-4110
 Psychiatric Residency Program
 DO NOT OPEN

NOTE: FedEx does not recognize zip code 95811, use zip code 95814 when using this service.

DEADLINE:

The complete application package must be received at the office address by 3:30 p.m. on **August 14, 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.*

6. 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.
7. If the proposal is made under a fictitious name or business title, the actual legal name of Proposer must be provided.
8. Proposals not submitted under sealed cover and marked as indicated will be rejected.
9. 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.
10. 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.
11. 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. The State will reject any or all proposals and may waive an immaterial deviation in a proposal. The State's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the agreement. Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the Proposer and shall not be charged to the State of California. 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.
12. A Proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
13. 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.
14. 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.
15. 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.
16. Before submitting a response to this solicitation, bidders should review, correct all errors and comply with the RFP requirements.

17. 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.
18. 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.
19. No oral understanding or agreement shall be binding on either party.
20. 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. The final award will be to the highest scored proposal which has provided all the required documentation and signatures and demonstrates the best value to the State.

EVALUATION TOOL	
Technical Merit Scoring Criterion	Points
<p>Detailed Work Plan and Schedules</p> <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..... Clear demonstration of method used to develop curriculum..... 	<p>7 2</p>
<p>Project Personnel Demonstrate how occupational shortages were identified. Project staff should be helping to ensure that individuals who successfully complete the psychiatric residency program are employed in the public mental health system.</p> <ul style="list-style-type: none"> List all personnel titles, job descriptions, and qualifications of those who will be working on the project..... Identify the role of the staff members who will be housed in the public mental health system settings providing clinical supervision hours leading to the certification by the Board of Psychiatry and Neurology..... Demonstrate current staff hours versus added staff hours co-located in the community public mental health system..... Demonstrate the current psychiatric residents supervised by staff located in the community public mental health system versus those that were added by the program Identify current residency slots versus slots added by the program 	<p>3 5 5 5 5</p>
<p>Strength of the Program Explain and/or demonstrate how the program will strengthen educational partnerships community support, and workforce preparation between the Proposer and the County(ies) the Proposer(s) serves. Specifically, identify curriculum and methods of teaching that appropriately integrate theory and practice, promotes the values of wellness, recovery and resilience as expressed in the MHSA..... <u>For priority consideration</u>, identify interdisciplinary training that fosters the utilization of mental health care teams with family practice physicians and nurse practitioners that propose programs in accord with the values and principles of the MHSA.....</p>	<p>8 5 (bonus)</p>
<p>Geographic Needs Proposer(s) demonstrates meeting the geographic needs in Northern, Central and/or Southern California..... Note: <u>Priority consideration</u> will be given to those programs providing services in areas where OSHPD currently does not have a psychiatric resident program already funded.....</p>	<p>10 5 (bonus)</p>
<p>Sites Added Proposer demonstrates capacity to add sites that address the shortages identified in the region the Proposer would serve.....</p>	<p>5</p>
<p>References References will verify the Proposers' capacity to provide and administer a psychiatric residency program, including the ability to recruit, retain, and mentor members of unserved and/or underserved, and culturally diverse populations and to ensure that they find employment in the public mental health system upon completing the program.</p>	<p>5</p>
<p>Technical Merit Maximum Possible Points</p>	<p>60</p>
<p>Budget/Rates The cost effectiveness of the administration rates needed to effectively and successfully implement and administer the stipend program.</p> <ul style="list-style-type: none"> Number of Psychiatric Residency Slots to Be Added Number of Staff Hours Co-Located in Community Public Mental Health to be Added Number of Psychiatric Residents Supervised by Staff Co-Located in Community Public Mental Health to be Added Number of Public Mental Health Sites (locations) to be Added <p>Yearly Administrative cost.....</p>	<p>40</p>
<p>Total Possible Points</p>	<p>100 (possible 10 bonus points)</p>

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(s) fail to commence work at the agreed upon time, OSHPD, upon five (5) days written notice to the Contractor(s), reserves the right to terminate the 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 5% 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):

The State 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 a Proposer's certified as a Non-Profit Veteran Service Agency in accordance with the Military and Veterans Code Section 999.51. For evaluation purposes only, the State shall apply an incentive to bids that include California certified DVBE participation and confirmed by the State. 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(s) 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.

Solicitation Number _____

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

BIDDER DECLARATION

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

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

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

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

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

Page _____ of _____

BIDDER DECLARATION INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

2. (continued) Column Labels

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

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

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

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

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

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

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

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

Enter "N/A" if the:

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

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

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

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

ATTACHMENT 4 – PROPOSER REFERENCES

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

List below three references of similar types of services performed for other entities within the last three (3) years. If three 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 population served, number of people served, type of educational curriculum provided (if any), relationship to public mental health system, timeline and outcomes)			
What is the role of the reference/firm?			
What was the role of the Proposer?			

REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Email address:			
Dates of Service		Value or Cost of Service	
Narrative of Service Provided (include population served, number of people served, type of educational curriculum provided (if any), relationship to public mental health system, 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: _____

Proposer hereby proposes to furnish all services and to perform all work required in accordance with the conditions and scope of services as set forth in Exhibit A – Scope of Work, and in Proposer's proposal. In no case shall the total of all deliverables, including 15% administrative fee exceed \$437,500 per year under this agreement.

Grant Total Budget not to exceed: \$1,312,500 over 3 years under this agreement.

Administrative Percentage: 15%

Administrative Rate* not to exceed: \$196,875 over 3 years

Proposed Budget: _____

The budget should be allocated over 3 years to suit the Proposer's needs.

Proposed Administrative dollars: _____**Proposed Administrative Percentage:** _____The administrative cost may **not exceed 15%** of the total grant proposal.

* The Administrative Rate is defined as **any and all** activities/charges associated with administering the Psychiatric Residency Program which includes but is not limited to any costs associated with travel and any costs associated with conferences. It does **not** include those costs that are associated with staff hours co-located in community public mental health system that provide supervision to the psychiatric residents/fellows.

Current	Added	Year 1 – not to exceed \$437,500	Year 2 – not to exceed \$437,500	Year 3 – not to exceed \$437,500	Subtotals
Current Number of Psychiatric Residency Slots # _____	Number of Psychiatric Residency Slots to Be Added	# _____	# _____	# _____	Total Number of Psychiatric Residents Slots Added # _____
Current Number of Staff Hours Co-Located in Community Public Mental Health # _____	Number of Staff Hours Co-Located in Community Public Mental Health to be Added	# _____	# _____	# _____	Total Number of Staff Hours Co-Located in Community Public Mental Health Added # _____
Current Number of Psychiatric Residents Supervised by Staff Co-Located in Community Public Mental Health # _____	Number of Psychiatric Residents Supervised by Staff Co-Located in Community Public Mental Health to be Added	# _____	# _____	# _____	Total Number of Residents Supervised # _____
Current Number of Public Mental Health Sites (locations) # _____	Number of Public Mental Health Sites (locations) to be Added	# _____	# _____	# _____	Total Number of Sites (locations) # _____
Current Curriculum	Curriculum Development	\$ _____	\$ _____	\$ _____	Total price of curriculum development \$ _____
	Yearly Administrative cost \$ <i>Percent Rate</i> Cannot exceed 15%	\$ _____ _____% Cannot exceed 15%	\$ _____ _____% Cannot exceed 15%	\$ _____ _____% Cannot exceed 15%	3 Years Total Administrative cost \$ _____ _____% Cannot exceed 15%
	Yearly Program Totals	\$ _____ Cannot exceed \$437,500	\$ _____ Cannot exceed \$437,500	\$ _____ Cannot exceed \$437,500	Grand Total \$ _____

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

ATTACHMENT 7

PAYEE DATA RECORD (STD 204)

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

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

STD. 204 (Rev. 6-2003)

1	<p>INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.</p> <p>NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.</p>								
2	<p>PAYEE'S LEGAL BUSINESS NAME (Type or Print)</p> <hr/> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</td> <td style="width:40%;">E-MAIL ADDRESS</td> </tr> <tr> <td>MAILING ADDRESS</td> <td>BUSINESS ADDRESS</td> </tr> <tr> <td>CITY, STATE, ZIP CODE</td> <td>CITY, STATE, ZIP CODE</td> </tr> </table>			SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS	MAILING ADDRESS	BUSINESS ADDRESS	CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE
SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS								
MAILING ADDRESS	BUSINESS ADDRESS								
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE								
3	<p>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <input style="width:100px; border: 1px solid black;" type="text"/></p> <p> <input type="checkbox"/> PARTNERSHIP CORPORATION: <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR <input type="checkbox"/> LEGAL (e.g., attorney services) ENTER SOCIAL SECURITY NUMBER: <input style="width:100px; border: 1px solid black;" type="text"/> <input type="checkbox"/> EXEMPT (nonprofit) (SSN required by authority of California Revenue and Tax Code Section 18546) <input type="checkbox"/> ALL OTHERS </p>	<p>NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.</p>							
4	<p>PAYEE RESIDENCY STATUS</p> <p> <input type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached. </p>								
5	<p style="text-align:center;">I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</td> <td style="width:40%;">TITLE</td> </tr> <tr> <td>SIGNATURE</td> <td>DATE</td> </tr> <tr> <td></td> <td>TELEPHONE ()</td> </tr> </table>			AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE	SIGNATURE	DATE		TELEPHONE ()
AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE								
SIGNATURE	DATE								
	TELEPHONE ()								
6	<p>Please return completed form to:</p> <p>Department/Office: _____</p> <p>Unit/Section: _____</p> <p>Mailing Address: _____</p> <p>City/State/Zip: _____</p> <p>Telephone: (____) _____ Fax: (____) _____</p> <p>E-mail Address: _____</p>								

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003)(REVERSE)(CA ST PKGS, EXCEL 9/27/2004)

<p>1</p>	<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>
<p>2</p>	<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>
<p>3</p>	<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>
<p>4</p>	<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>
<p>5</p>	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
<p>6</p>	<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 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 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:
ADDRESS		
400 R Street, Suite 359 Sacramento, CA 95811		

EXHIBIT A

SCOPE OF WORK

1. New or Expanded Residencies

_____ (Contractor(s)) will provide to the Office of Statewide Health Planning and Development (OSHPD) an expanded psychiatric residency program that will address workforce shortages and provide a replicable model to assist in the development of additional psychiatric residency programs throughout California. Contractor will use the funds provided under this Contract to add slots to a psychiatric residency program that:

- a. Works in unserved and/or underserved populations in public mental health system settings, and
- b. Works on multidisciplinary teams that include primary care physicians and health care workers with unserved and/or underserved populations in the public mental health system, and
- c. Recruits residents who can meet diversity needs consistent with the vision and values of the MHSA

A responsive proposal will propose adding and filling a minimum of two psychiatric residency/fellowship slots in Fiscal Year 2013-14, two psychiatric residency/fellowship slots in Fiscal Year 2014-15 and two psychiatric residency/fellowship slots in Fiscal Year 2015-16 for a total of at least six (6) new psychiatric residency/fellowship slots over three (3) Fiscal Years.

2. Curriculum and Methods of Teaching

Contractor shall also develop and promulgate a curriculum and methods of teaching that appropriately integrate:

- a. Theory and practice;
- b. The promotion of the values of wellness, recovery and resilience as expressed in the Mental Health Services Act (MHSA);
- c. Efforts to increase consumer and family member employment in the public mental health workforce; and
- d. Efforts that contribute to a diverse, culturally sensitive and competent public mental health workforce in California.

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

3. Recruitment

Contractor will strive to recruit residents who can meet diversity needs consistent with the vision and values of the MHSA as well as residents that can address unserved and/or underserved communities such as individuals who have had experience with the mental health system either as a consumer or family member of a consumer into the psychiatric residency program.

4. Supervision and Mentoring

Contractor will supervise and mentor the residents to encourage them to find employment in the California public mental health system. Contractor will do so, in part, by ensuring that the residents perform at least part of their residency under the clinical supervision of staff housed in the California public mental health system.

5. Performing Services

Contractor shall perform the services at _____ and at a minimum of two new appropriate clinical practicum sites per year.

6. Hours of Service

Services shall be provided during academic school hours including hours dictated by the requirements of clinical supervision.

7. Program Representatives

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

Direct all administrative inquiries to:

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

8. Description of Work to be Performed

a. Expand Capacity:

Contractor shall expand the capacity of an existing psychiatric residency program by adding and filling openings in the psychiatric residency program over three Fiscal Years as described in Section 1.

b. Encourage Specific Populations:

Contractor shall encourage members from unserved and/or underserved, and culturally diverse populations, such as individuals who have had experience with the mental health system as consumers and/or family members of consumers, to participate in the psychiatric residency program.

c. Continued Service:

Contractor shall ensure individuals who successfully complete the psychiatric residency program funded through this Contract will continue working in the California public mental health system. Contractor will do so, in part, by ensuring that the residents perform at least part of their residency under the clinical supervision of staff housed in the California public mental health system.

d. Contractor will ensure that additional hours of dedicated staff time per Fiscal Year is housed in the California public mental system to provide clinical supervision of hours leading to certification by the Board of Psychiatry and Neurology.

e. Contractor will ensure that the psychiatric residency program is for three consecutive years.

f. Contractor will ensure that dedicated staff time actively participates in educating graduate institution's curriculum and/or residency program curriculum to be in accord with the principles of the MHSA.

g. Contractor shall implement outreach and recruitment activities to medical students and psychiatric residents who are from unserved and/or underserved areas, culturally diverse, and to individuals with client and/or family member experience.

h. Contractor will evaluate psychiatric residents' efforts to secure employment in the California public mental health system working with unserved and/or underserved populations.

i. First through sixth year psychiatric residents may apply to participate in the psychiatric residency program. Student applications will include a statement of career objectives. Applicants who are currently employed in the California public mental health system must provide a statement of support from the agency executive describing plans to employ the applicant in an appropriate community public mental health system position. These plans must include supervision that will allow qualification as California public mental health psychiatrists.

j. The psychiatric residency program will have an interview committee with equal representation from the psychiatric residency program and public mental health system organizations that employ psychiatrists. The views of the entire interview committee will inform the rank list of the applicants to the psychiatric residency program.

j. Contractor may not use the funds provided under this Contract for staff and program expenses associated with fellows' and/or psychiatric residents' entire matriculation with a school but only for that portion that enables specialization in skills and expertise specific to the needs of the California public mental health system and is consistent with the values and principles of the MHSA.

k. Contractor shall not conduct lobbying activities as part of this contract.

- I. Contractor shall be held fully accountable for proper use of this money in accordance with this agreement.
- m. Contractor will develop, use and disseminate a curriculum to psychiatric residents enrolled in the psychiatric residency program that will include the following areas:
 - a. The role of self-help, recovery and empowerment support;
 - b. Public benefits, work incentive provisions, and transitioning from a public to a private benefit system;
 - c. Understanding and addressing discrimination; and
 - d. Cultural competence.
- n. Contractor shall develop a methodology for quantifying and reporting to OSHPD on each of the above contract deliverables. This includes an assessment of need, resources applied by the public mental health system, to include the Contractor's efforts, and impact over time. The deliverables will be reported via the quarterly OSHPD progress report which is included in Exhibit F.

Reporting Requirements:

- o. Contractor shall credit OSHPD and the MHSA in all publications resulting from this contract.
- p. Contractor shall provide OSHPD quarterly with reports and tables with the following information:
 - a. Number of slots added to the psychiatric residency program;
 - b. A report providing the coordinator's name and contact information, the names of students participating in the program, and the students' county of residence;
 - c. A table providing data on self-reported student racial and ethnic identification;
 - d. A table providing data on self-reported language proficiency in a language other than English;
 - e. A table providing the number of hours psychiatric residents spend in the public mental health system prior to completing the program;
 - f. Number of dedicated staff hours housed in the public mental health system that provide supervision to the psychiatric residents;
 - g. List the new sites (locations) in which psychiatric fellows/residents perform rotations added;
 - h. Information pertaining to what is working and not working regarding the successful recruitment, retention, training, and employment of unserved and/or underserved and culturally diverse students in the public mental health system; and
 - i. The results of the evaluation performed pursuant to Section 8(h) and which will include but not be limited to:
 - j. How many of the psychiatric residents who finished the program found employment in the California public mental health system;
 - k. How long it took them to find employment in the California public mental health system; and
 - l. How long they remain employed in the California public mental health system after finishing the psychiatric residency program.

Data shall be organized in a fashion that allows easy understanding of the number of graduate students who become employed by public and contract mental health organizations.

- q. Report on changes made to program curricula and a method of teaching that appropriately integrates theory and practice as evidenced in the California public mental health system, and promotes the values of wellness, recovery and resilience as expressed in the MHSA. A progress report template is included in Exhibit F.
- r. Report on the number of years graduates spend in the public mental health system upon graduating and how long graduates continue to be employed in public mental health services after they have successfully graduated and have been certified by the Board of Psychiatry and Neurology should be included in a narrative with these progress reports. A progress report template is included as Exhibit F.
- s. Progress reports should include how Contractor implemented outreach and recruitment activities to psychiatric residents who are from unserved and/or underserved areas, culturally diverse, and have client and/or family member experience.
- t. Other information as agreed upon by Contractor and OSHPD.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor in accordance with the quarterly rates specified in section 5 of this Exhibit B, Budget Detail specified herein.
- B. Invoices shall be submitted **quarterly** to OSHPD Accounting in arrears. A progress report and copy of invoice **must be** submitted at the same time to WET staff for invoices to be processed for payment.
- C. Payment shall not be due until the State accepts the products or performance of services, and receives an accurate invoice for specified products or services. Each invoice shall be accompanied by a progress report that addresses progress and/or products on deliverables as specified in Exhibit A.

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 as one original.
- C. The following items are required on all invoices:
- Invoice should be on Contractor's printed letterhead with Contractor name and address using the invoice template provided by OSHPD;
 - Costs incurred shall be itemized in accordance with the Budget Detail and detailed deliverables listed in Exhibit A;
 - Date(s) of services or deliverables provided;
 - OSHPD contract number;
 - Invoice date;
 - Invoice total; and
 - Authorizing signature.
- D. Progress Reports
Progress reports are due **quarterly** and the OSHPD WET Standard Progress Report template included in Exhibit F should be used. All progress reports 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 progress reports have been approved by OSHPD WET Contract Manager. Mail Progress Report to:

Office of Statewide Health Planning and Development (OSHPD)
Healthcare Workforce Development Division
Attn: Inna Tysoe
400 R Street, Suite 330
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. Each invoice claim must include a progress report of the deliverables achieved. The deliverables are the items specified in Exhibit A.

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 to 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, including 15% administrative fee exceed \$437,500 per year under this agreement.

Grant Total Budget not to exceed: \$1,312,500 over 3 years

Maximum Administrative Percentage: 15%

Maximum Administrative Rate*: \$196,875 over 3 years

	Year 1, FY 2013-14– not to exceed \$437,500	Year 2, FY 2014-15– not to exceed \$437,500	Year 3, FY 2015-16 – not to exceed \$437,500	Totals
Number of Psychiatric Residency Slots to Be Added				Total Number of Psychiatric Residents
Number of Staff Hours Co-Located in Community Public Mental Health				Total Staff Hours
Number of Psychiatric Residents Supervised by Staff Co-Located in Community Public Mental Health				Total Residents Supervised
Number of Public Mental Health Sites (locations) to be Added				Total Number of Sites (locations)
Curriculum Development				
Yearly Administrative Cost Percentage Rate				
Quarterly Program Totals	1. \$109,375 2. \$109,375 3. \$109,375 4. \$109,375 <hr/> \$437,500	1. \$109,375 2. \$109,375 3. \$109,375 4. \$109,375 <hr/> \$437,500	1. \$109,375 2. \$109,375 3. \$109,375 4. \$109,375 <hr/> \$437,500	Grand Total not to exceed \$1,312,500

* The Administrative Rate is defined as **any and all** activities/charges associated with administering the Psychiatric Residency Program which includes but is not limited to any costs associated with travel and any costs associated with conferences. It does **not** include those costs that are associated with staff hours co-located in community public mental health system that provide supervision to the psychiatric residents/fellows.

EXHIBIT C

GENERAL TERMS AND CONDITIONS (GTC 610)

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

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

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

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

4. PRESENTATION

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

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

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. OSHPD shall reimburse Contractor for travel of said personnel at the contract rates for such testimony as may be requested by OSHPD.

17. DVBE

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

18. FORCE MAJEURE

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

explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

19. PERMITS AND LICENSES

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

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

20. LITIGATION

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

21. DISPUTES

Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Contract, which is not disposed of by the Contract, informally with the OSHPD Contract Manager. If the dispute cannot be disposed of at this level, then the dispute shall be decided by the Director of the Office of Statewide Health Planning and Development. All issues pertaining to this dispute shall be submitted in written statements and addressed **to the Director, Office of Statewide Health Planning and Development, 400 R Street, Suite 310, Sacramento, California 95811**. Such written notice must contain the Contract Number. The decision of the Director shall be final and binding to all parties. Within ten days of receipt of the written grievance report from the Contractor, the Director, or his/her designee, shall meet with the Contractor and OSHPD 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 E**CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS****1. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS**

- A. Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations (CFR), and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 d et seq., of Title 42, United States Code 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. Permitted Uses and Disclosures of IIHI by the Contractor.
- i. *Permitted Uses and Disclosures.* Except as otherwise provided in this Agreement, Contractor, may use or disclose IIHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.
 - ii. *Specific Uses and Disclosures Provisions.* Except as otherwise indicated in the Agreement, Contractor may:
 - a. Use and disclose IIHI for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that such use and disclosures are permitted by law.
 - b. Use IIHI to provide data aggregation services to OSHPD. Data aggregation means the combining of IIHI created or received by Contractor for the purposes of this Contract with IIHI received by Contractor in its capacity as Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of OSHPD.
- C. *Safeguards.* Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the IIHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of IIHI other than as provided for by this Agreement. Contractor shall provide OSHPD with information concerning such safeguards as OSHPD may reasonably request from time to time.

Contractor shall implement administrative, technical, and physical safeguards to ensure the security of OSHPD information on portable electronic media (e.g., floppy disks and CD-Rom) and in paper files. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule. Technical safeguards to be implemented shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unattended at workplace, home or in a vehicle) and encryption. Physical safeguards to

be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

- D. Contractor shall implement appropriate authentication methods to ensure information system access to confidential, personal (e.g., IIHI) or sensitive data is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy. Contractor shall:
- i. Implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
 - a. Network-based firewall and/or personal firewall
 - b. Continuously updated anti-virus software
 - c. Patch-management process including installation of all operating system/software vendor security patches
 - ii. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices (including, but not limited to, laptop computers, smart phones and PDAs) with a solution that uses proven industry standard algorithms.
 - iii. Prior to disposal, sanitize all OSHPD confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.
- Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.
- E. Mitigation of Harmful Effects. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of IIHI by Contractor or its subcontractors in violation of the requirements of this Agreement.
- F. Notification of Breach. During the term of this Agreement:
- i. Discovery of Breach. Contractor shall immediately notify the OSHPD Information Security Officer by telephone call plus e-mail upon the discovery of breach of security of IIHI in all forms (paper, electronic, or oral) if the IIHI was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of IIHI in violation of this Agreement, or potential loss of confidential data affecting this Agreement. If the incident occurs after business hours or on a weekend or holiday and involves IIHI, notification shall be provided by calling the OSHPD Information Security Officer. Contractor shall take:

- a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
 - b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- ii. Investigation of Breach. Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of IIHI or confidential data. Within 72 hours of discovery (of the breach), Contractor shall notify the OSHPD Information Security Officer of:
- a. What data elements were involved and the extent of the data involved in the breach,
 - b. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed IIHI or confidential data,
 - c. A description of where the IIHI or confidential data is believed to have been improperly transmitted, sent, or utilized,
 - d. A description of the probable causes of the improper use or disclosure; and
 - e. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.
- iii. Written Report. Contractor shall provide a written report of the investigation to the OSHPD Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, an estimation of cost for remediation, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.
- iv. Notification of Individuals. Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. Notification shall be made in the most expedient time possible without reasonable delay. The OSHPD Information Security Officer shall approve the time, manner and content of any such notifications.
- v. OSHPD Contact Information. Contractor shall direct communications to the OSHPD Information Security Officer and the Contractor shall initiate contact as indicated herein. OSHPD reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Agreement to which it is incorporated.

**Information Security Officer
Office of Statewide Health Planning and Development
400 R Street, Suite 367
Sacramento, CA 95811
Phone: (916) 326-3620
E-mail: ISO@oshpd.ca.gov**

- G. Agents and Subcontractors of the Contractor. Contractor shall ensure that any agent, including a subcontractor to which the Contractor provides IIHI received from, or created or received by the Contractor under this Agreement, shall comply with the same restrictions and conditions that apply through this Agreement to the Contractor with respect to such information.
- H. Internal Practices. Contractor shall make Contractor's internal practices, books and records relating to the use and disclosure of IIHI received from OSHPD, or created or received by the Contractor under this Agreement, available to OSHPD or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by OSHPD or by the Secretary, for purposes of determining OSHPD's compliance with the HIPAA regulations.
- I. Employee Training and Discipline. Contractor shall train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose IIHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.
- J. Effect of Termination. Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all IIHI received from OSHPD (or created or received by Contractor under this Agreement that Contractor still maintains in any form, and shall retain no copies of such IIHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such IIHI to those purposes that make the return or destruction of such IIHI infeasible. This provision shall apply to IIHI that is in the possession of subcontractors or agents of the Contractor.
- K. Miscellaneous Provisions.
- i. Disclaimer. OSHPD makes no warranty or representation that compliance by Contractor with this Agreement, HIPAA or the HIPAA regulations shall be adequate or satisfactory for Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or shall be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of IIHI.
 - ii. Assistance in Litigation or Administrative Proceedings. Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to OSHPD at no cost to OSHPD to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against OSHPD, its directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where Contractor or its subcontractor, employee, or agent is a named adverse party.
 - a. No Third-Party Beneficiaries. Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than OSHPD or Contractor and their respective successors or assignees, any rights remedies, obligations or liabilities whatsoever.

- b. Interpretation. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.
- c. Regulatory References. A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section as in effect or as amended.
- d. Survival. The respective rights and obligations of Contractor under this Agreement shall survive the termination or expiration of this Agreement.

2. VIOLATIONS

Violations reported to U.S. Department of Health and Human Services. Upon OSHPD's knowledge of a material breach of this Agreement by Contractor, that has not been cured or for which termination of the Agreement is not feasible, the OSHPD Information Security Officer shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

3. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

OSHPD may terminate this Agreement, effective immediately, if (a) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (b) a finding or stipulation that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws is made in an administrative or civil proceeding in which the Contractor is a party.

EXHIBIT F

MENTAL HEALTH SERVICES ACT WET PSYCHIATRIC QUARTERLY REPORT

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

Date:

Program Name:

Contract # and executed date:

Report # since contract was executed:

The following should be included in your progress reports during the three years of your contract:

1. Contract Information
2. Program Philosophy
3. Program Objectives
4. Program Description
5. Adherence to the MHSA
6. Program Updates and Modifications
7. Program Benefits
8. Program Recruitment
9. Fellows/Residents Outcomes
10. Fellows/Residents Mentoring
11. Successes and Challenges
12. Budget Information
13. Additional Documents

Describe in the following table any additional trainings your program or consortium provides to satisfy the MHSA, as applicable. The trainings may include but should not be limited to:

- lunch-time presentations by consumers and/or family members
- supervision in a recovery-based organization
- immersions
- trainings on integrating general medicine and psychiatry
- trainings on the issues confronting adults and older adults
- trainings on the issues faced by children and transition aged youth

Use the format on Table 2 on the next page.

- Highlight any supports your program/consortium provided to students who self-identify as consumers and/or family members

XI. Successes and Challenges

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

XII. Budget Information

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

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

XIII. Additional Documents

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

- Outreach materials
- Announcements of special presentations/work-shops/immersions
- Detailed course curriculum
- Community feedback
- Surveys of the residents/fellows in rotations
- Surveys of the core faculty
- Evaluation
- Presentations about program accomplishments made

EXHIBIT G

INVOICE AND STATEMENT

Psychiatric Residency/Fellowships and Administrative Services

Office of Statewide Health Planning and Development

Attention: Accounting Office
 400 R Street, Room 359
 Sacramento, CA 95811

Contract Number:

Invoice Number:

Invoice Date:

Service Period:

Progress Report#:

Progress reports should be sent to OSHDP.MHSAWET@oshpd.ca.gov . Invoice will not be paid unless progress report has been approved.

Description		
Core Faculty Name	Fiscal Year	Amount
Administrative Expenses:		
Administrative Services		\$
Total Due		\$

By signing below, I confirm that the information provided is complete and accurate and conforms to the expectations and provisions of this contract.

 Signature and Title

 Date

Send Payment To:

EXHIBIT H**PROGRESS REPORT POLICIES**

Please note the following policies regarding submission of WET Progress Reports

- Progress reports are due quarterly.
- Use the standardize Progress Report template (attached).
- Data requested on template must be included in appropriate Progress Report.
- Sign-in sheets for classes or workshops must be readable.
- Large deliverables such as books, CDs, articles, etc. should be sent in an electronic version as an attachment with the Progress Report. A note in the hard copy should refer to attachments sent.
- OSHPD will not accept Progress Reports faxed or dropped off at the Security desk or the Accounting office.
- An electronic copy and a hard copy of Progress Report must both be received in the WET office before it may be reviewed, analyzed and approved.
- Invoices will not be paid until the Progress Report is reviewed and approved.
- Email the electronic copy to OSHPD.MHSAWET@oshpd.ca.gov and mail the hard copy to:

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

Invoicing Policies

Please note the following policies regarding invoice submittal:

- Invoices will only be accepted on a quarterly schedule. Daily, weekly, or monthly invoices will not be accepted.
- Progress Reports may not be submitted to Accounting with Invoice. They must be sent directly to OSHPD WET staff (see above).
- Invoices will not be paid until Progress Reports are received, analyzed and approved by WET staff.
- Each invoice must be signed and dated by.
- When submitting your invoice, submit an original and one copy using the invoice template attached on your letterhead.
- OSHPD will not accept invoices emailed, faxed or dropped off at the Security desk or the Accounting office.
- Invoices must be submitted by **mail only** to:

Office of Statewide Health Planning and Development
Attention: Accounting Office
400 R Street, Room 359
Sacramento, CA 95811