



Office of Statewide Health
Planning and Development

**REQUEST FOR APPLICATION – Multiple Awards
Education Capacity – Psychiatric Residency
RFA # 16-7547
Notice to Prospective Applicants**

November 17, 2016

You are invited to review and respond to this Request for Application (RFA), entitled Education Capacity – Psychiatric Residency. In submitting your application, you must comply with these instructions. Failure to comply with any of the requirements may result in rejection of your application. By submitting an application, your organization agrees to the terms and conditions stated in this RFA and the proposed grant agreement.

This solicitation is published online in the California State Contracts Register at <https://caleprocure.com/pages/Events-BS3/event-search.aspx>. To ensure receipt of any addenda that may be issued, and answers to questions posed, interested parties must register online at <https://www.caleprocure.ca.gov/pages/>.

The Office of Statewide Health Planning and Development (OSHPD) deadline for receipt of application submission is **January 26, 2017, no later than 3:30 p.m.** All late, faxed, and/or emailed applications will be rejected and returned to the applicant. Applications must be received on or before the date and time specified herein (See Section E for Application Requirements and Information).

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

Agreements entered into with non-State of California entities will be completed as grant agreements.

Agreements entered into with State of California agencies will be completed as Interagency Agreements and shall be governed by the Terms and Conditions delineated in Appendix 1, Terms and Conditions for Interagency Agreements, of Attachment 9, Sample Grant Agreement.

Negotiation of either version of the State of California Terms and Conditions will not be permitted.

This solicitation may result in multiple awards of grant agreements. See Section E, Application Requirements and Information, for the evaluation criteria.

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A. Background

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

Appropriations in the state budget fund the WET program, which promotes the expansion of the capacity of postsecondary education to meet the needs of identified mental health occupational shortages.

This RFA will result in grant agreement(s) with psychiatric residency/fellowship programs to fund the faculty time co-located in the Public Mental Health System (PMHS) that is needed to enable psychiatric residents/fellows to:

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

B. Purpose and Description of Services

OSHPD is issuing this RFA with total funding available of \$4,100,000 to fund organizations up to \$500,000 per agreement for a total of three fiscal years. These organizations will fund co-located faculty time to increase the educational capacity of Psychiatrists in the PMHS. The goal of this RFA is to enter into grant agreement(s) pursuant to which the Grantee(s) shall perform activities to increase the educational capacity of Psychiatrists in the PMHS, including but not limited to, those activities delineated below:

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

7. Encourage residents/fellows to continue working in the PMHS after they complete their residency requirements.

The Grantee(s) shall use the progress report template in Attachment 9, Sample Grant Agreement, Appendix 3, Public Mental/Behavioral Health Educational Capacity – Psychiatrists Program Progress Report, when reporting their outcome data on a quarterly basis. Further details regarding this requirement are outlined in Attachment 9, Sample Grant Agreement.

Subject to the availability of funds, the period of this grant agreement will be from **March 16, 2017** through **June 30, 2019**.

Carefully review and consider all elements outlined in Attachment 9, Sample Grant Agreement, in order to complete your application.

C. Minimum Qualifications for Applicants

OSHPD requests applications from California accredited psychiatric residency programs/fellowships. Applications must include a Statement of Agreement with a County or multiple counties that:

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

D. Developing an Application

In order to develop a successful application, applicants must respond to this RFA in its entirety. Emphasis should be placed on providing the following:

1. Executive Summary: Provide an overview of the applicant's ability to provide the Psychiatric Residency services such as those delineated in Section B., Purpose and Description of Services.

2. Detailed Work Plan and Schedules: Provide a detailed work plan and a schedule for task completion, including a description of how all the following elements will be addressed:
 - a. How work outlined in Attachment 9, Sample Grant Agreement, Scope of Work of this RFA will be accomplished.
 - b. How administration dollars will be allocated to effectively and successfully implement and administer the stipend program.
 - c. Clearly define/describe the relationship between the Psychiatric Residency/Fellowship program and the County Department of Mental Health that does the following:
 - i. Psychiatric Residency/Fellowship program will provide the co-located staff hours and psychiatric residents/fellows;
 - ii. Psychiatric Residency/Fellowship program and county PMHS collaborate in training the psychiatric residents/fellows; and
 - iii. County PMHS will provide the sites at which the staff hours will be co-located and supervise the psychiatric residents/fellows.
 - d. Identify each major task, necessary subtask, and/or specific milestones by which progress can be measured and payments made.
 - e. Faculty Co-Location (Hours-Current): The applicant shall use Attachment 6, Current Psychiatric Residency/Fellowship Program Description, to demonstrate the current number of hours in the PMHS where co-located staff provide clinical supervision that leads to certification by the Board of Psychiatry and Neurology.
 - f. Faculty Co-Location (Hours-Proposed): The applicant shall use Attachment 7, Sample Rate Proposal Worksheet, to demonstrate the proposed number of additional hours in the PMHS where co-located staff provide clinical supervision that leads to certification by the Board of Psychiatry and Neurology.
 - g. Psychiatric Residency/Fellowship Rotations (People-Current): The applicant shall use Attachment 6, Current Psychiatric Residency/Fellowship Program Description, to demonstrate the number of psychiatric residents (number of people) currently educated by the Psychiatric Residency/Fellowship Program rotating at sites in the PMHS.
 - h. Psychiatric Residency/Fellowship Rotations (People-Proposed): The applicant shall use Attachment 7, Sample Rate Proposal Worksheet, to demonstrate the proposed number of additional psychiatric residents (people) educated by the Psychiatric Residency/Fellowship Program and rotating at sites in the PMHS.
 - i. Psychiatric Residency/Fellowship Rotations (Time-Current): The applicant shall use Attachment 6, Current Psychiatric Residency/Fellowship Program Description, to demonstrate the number of hours psychiatric residents currently spend rotating at sites in the PMHS.
 - j. Psychiatric Residency/Fellowship Rotations (Time-Proposed): The applicant shall use Attachment 7, Sample Rate Proposal Worksheet, to demonstrate the proposed number of additional hours that psychiatric residents will spend rotating at sites in the PMHS as a result of the application.

- k. Sites Served (Current): The applicant shall use Attachment 6, Current Psychiatric Residency/Fellowship Program Description, to demonstrate the current number of locations in the PMHS that are currently receiving psychiatric resident services.
- l. Sites Served (Proposed): The applicant shall use Attachment 7, Rate Proposal Worksheet, to demonstrate the proposed number of additional sites (locations) in the PMHS that will receive psychiatric resident services as a result of the application.
- m. Project Personnel: Applicant shall list all personnel titles, job descriptions, and qualifications of those who will be working on the project with particular attention to the staff who will be co-located in the county PMHS to provide clinical supervision that leads to certification by the Board of Psychiatry and Neurology.
- n. Facilities and Resources: Applicant shall explain where the services will be provided and what types of requirements are needed to perform the services.
- o. Capacity: Explain the applicant's capacity to administer the Education Capacity-Psychiatric Residency Program, including the number of psychiatric residents educated per year and the number of psychiatric residents who will be successfully placed in the PMHS in the county or counties that the applicant identifies as serving after those residents have been licensed by the Board of Psychiatry and Neurology.
- p. Occupational Shortages: The applicant's ability to identify occupational shortages in the county(ies) and/or region as well as the method(s) used to make that determination.
- q. Partnerships: The applicant's ability to demonstrate how it will strengthen educational partnerships, community support and workforce preparation between the applicant and the county(ies).
- r. Multi-disciplinary team approach: The applicant shall demonstrate the program's ability to include a multi-disciplinary team approach and interdisciplinary training that fosters the utilization of mental health care teams with family practice physicians, and nurse practitioners; propose programs in accordance with the five essential elements of the MHSA; and/or focus on the recruitment of residents who can meet cultural competence needs consistent with the five essential elements of the MHSA.
- s. Recruitment: Applicant must clearly demonstrate how recruitment efforts address the needs of the county PMHS.
- t. Participants: The applicant shall explain how the program will work to ensure that residents/fellows will continue to work in the PMHS upon successful completion of the program, specifically detailing how they will be able to contribute to a diverse, culturally sensitive and competent PMHS Workforce.
- u. Curriculum: The applicant's ability to demonstrate how they will develop/revise and provide teaching methods which integrate theory and practice, while promoting the five essential elements of the MHSA.
- v. Cost effectiveness: The applicant shall demonstrate the cost effectiveness of the administration rates that are required to effectively and successfully implement and administer the program.

- w. Sustainability: The applicant must demonstrate the sustainability of the proposed program and show that it is a replicable model.
 - x. Additional Information: Applicant(s) will respond to the following as part of their application.
 - i. Explain the program strategies to increase the delivery of psychiatric residency services in the County PMHS. Evidence of applicant's ability to ensure psychiatric residency services in the County PMHS may include Agreement(s) between the Psychiatric Residency Program and one or more of the following: Regional Partnership(s), County(ies), Community-Based Organization(s), and/or other relevant local entities.
 - ii. What is the total number of clinical hours that students in the Psychiatric Residency Program named in this application are required to complete to satisfy program requirements?
 - iii. Does the Psychiatric Residency Program named in the application have a required number of hours that must be spent in a field placement located in the county PMHS? (Yes or no response)
 - iv. If yes, what is the required number of hours?
 - v. If yes, what percent of the total number of clinical hours must students spend in the county PMHS?
 - vi. What is the average (mean) number of hours that psychiatric residents spend in PMHS sites? Calculate this based on the actual data from student clinical records.
3. Project Personnel: Submit the titles, qualifications, job descriptions, and roles of personnel proposed to work on this project, with particular attention to the staff who will be co-located in the county PMHS to provide clinical supervision that leads to certification by the Board of Psychiatry and Neurology. The applicant must clearly state the projected number of hours the sub-contractors will spend on the project.
- a. Identify any sub-contractors that are planned to assist in accomplishing the Scope of Work, including their roles, abilities to provide services, and applicable qualifications.
4. Professional References and County/CBO Participation Verification Forms: Any application must be accompanied by the following:
- a. Two professional references as provided in Attachment 3, Applicant References and County/Community-Based Organization Participation Verification, that describe the applicant's ability to engage in activities outlined in Section D. Developing an Application, Detailed Work Plan and the Scope of Work described in Attachment 9, Sample Grant Agreement.
 - b. A verification form signed by the PMHS employers, including counties, CBOs, and others, which identifies that they will engage with the applicant (see Attachment 3). If this verification form is not submitted, the PMHS employer(s) may not be listed on the application and those that are listed without the inclusion of a verification form will not be considered during the evaluation process.
5. Cost Detail Format and Requirements:
- a. The total cost of all tasks performed through the duration of the Grant Agreement for Fiscal Year (FY) 2016-17, FY 2017-18, and FY 2018-19, shall not exceed \$500,000. An applicant may, consistent with its work plan and rate proposal, request the distribution of grant

funding under this RFA, but in no event shall total payments under this agreement exceed \$500,000.

- b. The total administration rate shall not exceed 15 percent of the total agreement amount. **(Example:** If the total agreement amount is \$1,000.00; then the administration rate's maximum is \$150.00.) Applications exceeding this administration rate may be rejected.
- i. Any costs, other than costs associated with faculty time co-located in the county PMHS must be fully documented.
 - ii. The major budget categories under this RFA shall be the faculty time co-located in the PMHS and the yearly administration rate. The cost of each major budget category may vary up to 10 percent within each FY without OSHPD approval so long as the total amount budgeted for the FY is not exceeded and so long as the line-items in the budget are not co-mingled.
 - iii. Contracts resulting from this RFA will cover State Fiscal Years 2016-17, 2017-18, and 2018-19. Applicants shall use the Sample Rate Proposal Worksheet (Attachment 7) to prepare their cost detail.

E. Applicant Requirements and Information

1. Key Action Dates

Event	Date	Time
RFA available to prospective Applicants	November 17, 2016	4:00 PM PDT
Mandatory Pre-Application Conference	December 7, 2016	3:00 PM PDT
Written Question Submittal Deadline	December 15, 2016	4:00 PM PDT
Written responses, if any, to be posted by	December 29, 2016	5:00 PM PDT
Final date for Application Submission	January 26, 2017	3:30 PM PDT
Notice of Intent to Award	February 16, 2017	4:00 PM PDT
Proposed Grant Agreement Start Date	March 16, 2017	NA

2. Mandatory Pre-Application Conference

- a. A mandatory pre-application conference is scheduled on **December 7, 2016, 3:00 PM, PDT** for the purpose of clarifying the content of this RFA. The mandatory pre-application conference will be available through conference call: (888) 278-0296, Code 233068 or in the OSHPD Sacramento, California office:

OSHPD Offices
400 R Street, Suite 330
Sacramento, California 95811

- b. Only one authorized representative from each potential applicant is required to attend the mandatory pre-application conference. In the event a potential applicant is unable to attend the mandatory pre-application conference, an authorized representative may attend on their behalf. Subcontractors may not represent a potential applicant at a mandatory pre-application conference. No application will be accepted unless the applicant or his/her authorized

representative is in attendance. The representative may only sign in for one potential applicant.

- c. Assistance for applicants requiring reasonable accommodation due to a physical, mental or emotional impairment for the mandatory pre-application conference will be provided by OSHPD upon request. The applicant(s) must call OSHPD at (916) 326-3700 no later than **November 30, 2016**, to arrange for reasonable accommodation.

3. Submission of Application

- a. Applications should provide straightforward and concise descriptions of the applicant's ability to satisfy the requirements of this RFA. The application must be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of an application.
- b. As indicated in Section E, Application Requirements and Information, all applications must be submitted under **sealed** cover and received by OSHPD no later than 3:30 PM, PDT on **January 26, 2017**. Applications received after this date and time will not be considered.
- c. A minimum of one original application must be submitted. The original application must be marked "ORIGINAL COPY". All documents contained in the original application package must have original signatures and must be signed by a person who is authorized to bind the applying entity. All additional application sets may contain photocopies of the original package. In addition, applicants **must** submit an electronic copy of the application by e-mail to OSHPD.MHSAWET@oshpd.ca.gov or include a CD of the application with the submission materials.
- d. Due to limited storage space, the application 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, three-hole punch, etc.).
- e. The application envelopes **must** be plainly marked with the RFA number and title, the applicant'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: Healthcare Workforce Development Division
Workforce, Education and Training Program
400 R Street, Suite 330
Sacramento, CA 95811
Re: RFA #16-7547
Education Capacity-Psychiatric Residency
DO NOT OPEN

- f. You are advised that you are responsible for ensuring that your application is received at the above listed address by the time and date required. Any application reaching the above listed address after the deadline date and time will be returned unopened.
- g. If the application is made under a fictitious name or business title, the actual legal name of applicant must be provided.
- h. Applications not submitted under sealed cover and marked as indicated may be rejected.

- i. All applications shall include the documents identified in Attachment 1, Required Attachment Checklist. Applications not including the proper required attachments shall be deemed non-responsive. A non-responsive application is one that does not meet the basic application requirements.
- j. Applications must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and may cause an application to be rejected.
- k. An application may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all applications and may waive an immaterial deviation in an application. The State's waiver of an immaterial deviation shall in no way modify the RFA document or excuse the Applicant from full compliance with all requirements if awarded the agreement.
- l. Costs incurred for developing applications and in anticipation of award of the agreement are entirely the responsibility of the applicant and shall not be charged to the State of California.
- m. An individual who is authorized to bind the applying firm contractually shall sign the Attachment 2, Application/Applicant Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned application may be rejected.
- n. An applicant may modify an application after its submission by withdrawing its original application and resubmitting a new application prior to the application submission deadline as set forth in the Section E. Applicant Requirements and Information, sub-section 1, Key Action Dates. Application modifications offered in any other manner, oral or written, will not be considered.
- o. Applicant may withdraw its application by submitting a written withdrawal request to the State, signed by the applicant or an authorized agent in accordance with (c) above. Applicant may thereafter submit a new application prior to the application submission deadline. Applications may not be withdrawn without cause subsequent to the application submission deadline.
- p. OSHPD may modify the RFA prior to the date fixed for submission of applications by the issuance of an addendum to all parties who received an application package.
- q. OSHPD reserves the right to reject all applications. OSHPD is not required to award an agreement and will not award a grant agreement if budget authority is not granted.
- r. Before submitting a response to this solicitation, applicants should review, correct all errors and comply with the RFA requirements.
- s. Where applicable, applicant should carefully examine work sites and specifications. No additions or increases to the grant agreement amount will be made due to a lack of careful examination of work sites and specifications.
- t. The State does not accept alternate grant agreement language from a prospective Grantee. An application with such language will be considered a counter offer and will be rejected. The Terms and Conditions outlined in Attachment 9, Sample Grant Agreement are not negotiable.
- u. No oral understanding or agreement shall be binding on either party.

4. Evaluation Process

Multiple grant agreements may be awarded under this RFA. Final award by OSHPD will include consideration of the following elements:

- a. At the time of application opening, each application will be checked for the presence or absence of required information in conformance with the submission requirements of this RFA.
- b. Applications that contain false or misleading statements, or that provide references that do not support an attribute or condition claimed by the applicant may be rejected.
- c. The final awards will be to the highest scored applications. OSHPD intends for this RFA to support multiple counties in California by providing a distribution of awards throughout the State. Applications seeking to support geographic regions, which are not addressed by other similarly scored applications, may receive preference. The following evaluation tool will be used to score applications:

Evaluation Tool	
Technical Merit Scoring Criteria	Maximum Points
<p>Strength of the Program</p> <p>Explain and/or demonstrate how the program will/has created and/or strengthened educational partnerships, community support, and workforce preparation between the applicant and the county(ies) the applicant(s) serve.</p>	25
<p>Detailed Work Plan and Schedules</p> <p>Identify how the Work Plan (tasks the applicant would implement) is consistent with services as described in the Scope of Work of this RFA and the schedule (time-frame) for task completion is sufficient to effectively accomplish the tasks.</p>	20
<p>Budget/Rates</p> <p>OSHPD will score the cost effectiveness of the administration rates needed to effectively and successfully implement and administer the education capacity-psychiatric residency program.</p>	20
<p>Project Personnel</p> <p>Identify the titles, job descriptions, and qualifications of those who will be working on the project with particular attention to the role of the co-located staff time in the PMHS providing clinical supervision of psychiatric residents'/fellows' hours leading to certification by the Board of Psychiatry and Neurology.</p>	10
<p>Psychiatric Residents'/Fellows' Hours in the PMHS</p> <p>Explain and/or demonstrate how program will increase the number of hours that psychiatric residents/fellows spend in rotations in the PMHS during the term of the grant agreement. A portion of psychiatric residents'/fellows' rotation hours must be spent in the PMHS. The score accorded this section will correspond to the number of hours the applicant proposes, with the applicant proposing the most hours psychiatric resident/fellows will spend in the PMHS receiving the most points.</p>	10
<p>Number of New Psychiatric Residents/Fellows (Positions)</p> <p>Explain and/or demonstrate how the program will increase number of psychiatric residency/fellow positions (slots) that will perform their rotations in the PMHS will be added to the Psychiatric Residency Program during the term of the grant agreement.</p>	10

Evaluation Tool	
Technical Merit Scoring Criteria	Maximum Points
Number of Sites Served in the Public Mental Health System Served Explain and/or demonstrate how the program will increase the number of sites (locations) receiving psychiatric residency/fellowship services.	5
Total Possible Points	100

Final selections will be made by OSHPD on the basis of which applications best fit the criteria above and provide a geographic representation of awardees across the state of California.

5. Award and Protest

- a. A total of \$4,100,000 shall be available for the Education Capacity-Psychiatric Residency Program for FYs 2016-17, 2017-18, and 2018-19.
- b. Multiple applicants may be awarded a grant agreement under this Education Capacity – Psychiatric Residency RFA. The total cost of all tasks and milestones cannot exceed \$500,000 per grant agreement.
- c. No more than 15 percent per year shall be spent on the administration rate as defined in Section D. Developing and Application, sub section 5, Cost Detail Format and Requirements.
- d. OSHPD reserves the right to determine the number of grant agreements(s) to be awarded.
- e. Notice of the Intent to Award shall be posted in a public place in the offices of OSHPD, 400 R Street, Room 359, for five working days prior to awarding the grant agreement.
- f. In accordance with Government Code Section 11256, OSHPD reserves the right to enter into an Interagency Agreement with an applicant if the applicant is a State agency.
- g. Protest Procedures
 - i. Letters of Protest must be received at the following address not later than five working days, excluding the first day and including the last day, from the date of the posting of Notice of Intent to Award:

Office of Statewide Health Planning and Development
400 R Street, Suite 330
Sacramento, CA 95811

Attn: Healthcare Workforce Development Division
Workforce, Education and Training Program
Education Capacity—Psychiatrists
Re: Letter of Protest RFA # 16-7547

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

- iii. The Letter of Protest must describe the factors which caused the applicant to conclude that the Evaluation Committee did not follow the prescribed rating standards, explain why the score is in conflict with the rating standards or the grant agreement award process described in the RFA, and identify specific information in the application that the applicant believes was overlooked or misinterpreted. The Letter of Protest may not provide any additional information that should have been included in the original application.
- iv. If any applicant files a Letter of Protest, the grant agreement shall not be awarded until OSHPD has reviewed the protest.
- v. OSHPD's decision will be rendered within five working days of the receipt of the Letter of Protest and will be considered final.

6. Disposition of Applications

Upon application opening, all documents submitted in response to this RFA 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.

7. Agreement Execution and Performance

- a. It is anticipated that the performance of the grant agreement will begin on **March 16, 2017**. No work shall begin until all approvals have been obtained.
- b. Should the Grantee fail to commence work at the agreed upon time, OSHPD, upon five days written notice to the Grantee, reserves the right to terminate the grant agreement.
- c. All performance under the grant agreement shall be completed on or before the termination date of the grant agreement.
- d. By June 30 of each Fiscal Year, the Grantee(s) will provide to OSHPD an evaluation summarizing the information required in Appendix 3.
- e. OSHPD will evaluate the Grantees(s)' performance to determine whether and to what extent they are meeting the deliverables.
- f. OSHPD reserves the right to cancel the grant agreement should the deliverables not meet OSHPD's expectations.

F. Required Attachments

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

Attachment 1	Required Attachment Check List
Attachment 2	Application/Applicant Certification Sheet
Attachment 3	Applicant References/and County/Community-Based Organization Participation Verification
Attachment 4	Statement of Agreement Between Psychiatric Residency Program and County
Attachment 5	Executive Summary and Detailed Work Plan
Attachment 6	Current Psychiatric Residency/Fellowship Program Description
Attachment 7	Sample Rate Proposal Worksheet
Attachment 8	Payee Data Record (STD 204)
Attachment 9	Sample Grant Agreement

Attachment 9, Sample Grant Agreement has been included for your reference only. Grant agreements, if any, may be entered into only with successful applicant(s), after the award determination is made. Entry into, and the terms of, any grant agreements(s) shall be at the sole discretion of OSHPD.

Attachment 1: Required Attachment Check List

Applicant Name: _____

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

<u>✓</u>	<u>Attachment</u>	<u>Attachment Name/Description</u>
_____	Attachment 1	Required Attachment Check List
_____	Attachment 2	Application/Applicant Certification Sheet
_____	Attachment 3	Applicant References/ and County/Community-Based Organization Participation Verification
_____	Attachment 4	Statement of Agreement Between Psychiatric Residency Program and County
_____	Attachment 5	Executive Summary and Detailed Work Plan
_____	Attachment 6	Current Psychiatric Residency/Fellowship Program Description
_____	Attachment 7	Sample Rate Proposal Worksheet
_____	Attachment 8	Payee Data Record (STD 204)
_____	Attachment 9	Sample Grant Agreement

Attachment 2: Application/Applicant Certification Sheet

This Application/Applicant Certification Sheet must be signed and returned in duplicate with **original signatures**.

Do not return Section E, Applicant Requirements and Information or the "Sample Grant Agreement" at the end of this RFA.

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

An Unsigned Application Certification Sheet May Be Cause for Rejection

Company Name	Telephone Number
Address	Fax Number
Name	Title and E-mail Address
Signature	Date

**Attachment 3: Applicant References and County/Community-Based Organization
Participation Verification**

Submission of this Attachment is mandatory. Failure to complete and return this Attachment with the application package will cause the application to be rejected and deemed non-responsive.

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

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

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 timeline and outcomes)			
What is the role of the reference/firm?			

County Mental Health/Community-Based Organization Director or
Authorized Designee Participation Verification Form

Date:

County/Community-Based Organization(CBO):

The applicant organization (see below) intends to apply for a grant from the Office of Statewide Health Planning and Development (OSHPD) to engage in activities that aim to increase retention of the Mental/Behavioral Health Workforce in the Public Mental Health System (PMHS).

The purpose of this participation verification form is to ensure OSHPD that the applicant organizations contacted a county and/or CBO prior to submission of an application and plan to engage and collaborate with counties and/or CBOs in their program area. Additionally, this allows the applicant to develop a program that meets county/CBO specific needs. By signing the letter, the county and/or CBO is agreeing that where applicable, the county and/or CBO will collaborate and engage with the applicant organization if they are awarded a grant. OSHPD encourages the county and/or CBO Director to sign only if they do plan to collaborate and engage with this organization in a manner consistent with what is described below.

- To better assess the retention needs of the Mental/Behavioral Health Workforce in your county Mental/Behavioral Health Program/CBO, to the extent possible please provide a brief description of your mental/behavioral health workforce retention challenges.
- Provide a brief description of how your organization plans to collaborate and engage with the applicant organization.

By signing below, I confirm that _____ (Applicant Organization) has contacted my organization, my organization is part of the PMHS and, where applicable, my organization will engage with _____ (Applicant Organization) as they engage in activities to increase retention of Public Mental/Behavioral Health Workforce within the PMHS.

Director (or authorized designee), County Mental Health Program/Community-Based Organization (Print)

Director (or authorized designee), County Mental Health Program/ Community-Based Organization (Signature)

Date

Attachment 4: Statement of Agreement Between Psychiatric Residency Program and County/Community-Based Organizations(s)

Submission of this attachment is mandatory. This agreement form must be filled out and signed to verify that all parties mentioned in the proposal have agreed to work with the applicant and understand their role in the proposed program. Failure to complete and return this Attachment with the application package will cause the application to be rejected and deemed nonresponsive.

Date:

County/CBO:

1. This Statement of Agreement serves as proof that an agreement exists between Psychiatric Residency Program _____ and county/CBO _____ for the following:
2. The Applicant will co-locate a total of _____ hours of staff time in the _____ *insert County Name* Public Mental Health System (“*county Name* PMHS”).
3. The Applicant will provide _____ (number) of psychiatric residents/fellows who will perform their rotations in the “*county Name* PMHS”.
4. The Applicant will provide _____ (number of hours) of psychiatric residency/fellowship services in the “*county Name* PMHS”.
5. The Applicant attests that the co-located staff time will be used to provide training and clinical supervision to psychiatric residents/fellows in the PMHS that leads to certification by the Board of Psychiatry and Neurology.
6. The Applicant and county attest that the psychiatric residents/fellows and co-located staff will provide services to the population(s) identified by the county PMHS during co-located staff time.
7. The county of _____ has identified the following sites where the co-located staff will supervise psychiatric residents/fellows: _____
8. The county of _____ certifies that performing rotations in the sites listed in #6 will allow the psychiatric residents/fellows to receive training while working on multi-disciplinary teams in positions of need as identified by the county Mental Health Director.
9. The county of _____ certifies that performing rotations in the sites listed in #6 will allow the psychiatric residents/fellows to receive training on how to deliver public mental health services that promote wellness, recovery, and resilience while working with populations identified by the county PMHS.

Certification:

I hereby certify that the above is true and correct.

Applicant, Psychiatric Residency/Fellowship Program (Print)

Applicant, Psychiatric Residency/Fellowship Program (Signature)

Director, County Mental Health Program (Print)

Director, County Mental Health Program (Signature)

Date

Attachment 5: Executive Summary and Detailed Work Plan

Attachment 5 must include components delineated in Section D. Developing and Application, including, but not limited to: (1) an Executive Summary, and (2) a Detailed Work Plan and Schedule.

**Attachment 6: Current Psychiatric Residency/Fellowship
Program Description**

Applicant's Name: _____

Applicant shall describe the psychiatric residency training services currently provided below. If the applicant represents a new program, indicate here by writing "New Program."

<p>Current number of Psychiatric Residency/Fellowship students supervised by staff Co-Located in the Public Mental Health System (PMHS).</p>	<p># _____</p>
<p>Current number of Psychiatric Residency/Fellowship Hours in the PMHS.</p>	<p># _____</p>
<p>Current number of Staff Hours co-located in the PMHS Providing Clinical Supervision and Teaching a Curriculum Consistent with MHSA.</p>	<p># _____</p>
<p>Current salary of Staff Hours co-located in the PMHS Providing Clinical Supervision.</p>	<p>\$ _____</p>
<p>Current curriculum taught Psychiatric residents.</p>	<p style="text-align: center;">(Describe in three to four bullets)</p>
<p>Current number of Public Mental Health Sites (locations) receiving psychiatric residency services</p>	<p># _____</p>

Attachment 7: Sample Rate Proposal Worksheet

Applicant's Name: _____

The Applicant hereby proposes to furnish all services and to perform all work required in accordance with the conditions and Scope of Work located in Attachment 9, Sample Grant Agreement, and in the applicant's application. If awarded, the rates and budget line items outlined in this proposal worksheet shall be contractually binding and used when invoicing the Office of Statewide Health Planning and Development (OSHPD) for services provided under the grant agreement.

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

*The administration rate may not exceed 15 percent of the total proposal. The budget should be allocated over three years to suit the applicant's needs.

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

	Year 1	Year 2	Year 3	Subtotals***
Number of Psychiatric Residency/Fellowship Positions supervised by Staff Co-Located in the Public Mental Health System (PMHS) proposed to be Added each year.	# _____	# _____	# _____	Total Number of Psychiatric Residency/Fellowship Positions Proposed: _____
Number of Psychiatric Residency/Fellowship Hours in the PMHS proposed to be Added each year.	# _____	# _____	# _____	Total Number of Psychiatric Residency/Fellowship hours in PMHS proposed to be added _____
Percent time Psychiatric Residents/Fellows will spend in rotations in the PMHS each year.	_____%	_____%	_____%	Overall percentage of time Psychiatric Residents/Fellows will spend in the PMHS: _____%
Number of Staff Hours co-located in the PMHS Providing Clinical Supervision and Teaching a Curriculum Consistent with MHSA proposed to be Added each year.	# _____	# _____	# _____	Total Number of Staff Hours co-located in the Public Mental System Providing Clinical Supervision and Teaching a Curriculum Consistent with MHSA proposed to be added: _____
Rate for added Staff Hours co-located in the PMHS the Public Mental System Providing Clinical Supervision and Teaching a Curriculum Consistent with MHSA proposed.	\$ _____	\$ _____	\$ _____	Total Rate for Staff Hours co-located in the Public Mental System Providing Clinical Supervision and Teaching a Curriculum Consistent with MHSA proposed to be added: \$ _____
Number of Public Mental Health Sites (locations) receiving psychiatric residency services proposed.	# _____	# _____	# _____	Total Number of Public Mental Health Sites (locations) receiving psychiatric residency services proposed to be added: _____

	Year 1	Year 2	Year 3	Subtotals***
Yearly Administration Rate (not to exceed 15 percent of proposed Agreement) and not to exceed \$75,000 per year.	\$_____	\$_____	\$_____	3 years Administration Rate \$_____
Portion of yearly Administration Rate (if any) used for Recruitment Incentives for psychiatric residents/fellows.	\$_____	\$_____	\$_____	Portion of 3 Years Administration Rate Used for Recruitment Incentive \$_____
Annual Totals	\$_____	\$_____	\$_____	\$_____

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

*** Information in the "Subtotal" column is derived by adding totals from Years 1, 2, and 3 respectively.

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

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

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

Attachment 9: Sample Grant Agreement

GRANT AGREEMENT BETWEEN THE
OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT AND
«Grantee_Name»
For The
EDUCATION CAPACITY – PSYCHIATRIC RESIDENCY PROGRAM
GRANT AGREEMENT NUMBER «Grant_Number»

THIS GRANT AGREEMENT (“Agreement”) is entered into on «TermStart» (“Effective Date”) by and between the State of California, Office of Statewide Health Planning and Development (hereinafter “OSHPD”) and «Grantee_Name» (the “Grantee”).

WHEREAS, the Welfare and Institutions Code section 5822(a) statutorily authorized OSHPD to expand the capacity of postsecondary education to meet the needs of identified mental health occupation shortages.

WHEREAS, the Healthcare Workforce Development Division (“HWDD”) supports healthcare accessibility through the promotion of a diverse and competent workforce while providing analysis of California’s healthcare infrastructure and coordinating healthcare workforce issues.

WHEREAS, Welfare and Institutions Code section 5820(c) statutorily authorizes OSHPD to identify statewide needs and develop a five-year education and training development plan.

WHEREAS, counties and community stakeholders have identified an occupation shortage of Psychiatrists in the Public Mental Health System (PMHS).

WHEREAS expanding the capacity of Psychiatric Residency programs is included as a priority strategy under the WET Five-Year Plan 2014-2019 which was approved by the California Mental Health Planning Council.

WHEREAS, the Grantee applied to participate in the Education Capacity – Psychiatric Residency Program by submitting an application in response to the Education Capacity – Psychiatric Residency Request for Application (“RFA #16-7547”).

WHEREAS, the Education Capacity – Psychiatric Residency Program will develop and implement development strategies to increase educational capacity that align with the WET Five-Year Plan 2014-2019 and address regional needs by strengthening recruitment, training, education, and retention of the Public Mental Health System Workforce.

WHEREAS, the Grantee was selected by OSHPD to receive grant funds through procedures duly adopted by OSHPD for the purpose of administering such grants.

NOW THEREFORE, OSHPD and the Grantee, for the consideration and under the conditions hereinafter set forth, agree as follows:

A. Definitions

1. "Application" means the grant application/proposal submitted by the Grantee.
2. "Administration Rate" is defined as any and all activities/charges associated with administering the education capacity-psychiatrist program, which includes, but is not limited to: recruitment of psychiatric residents/fellows, equipment, supplies, travel, sub-agreements, alterations and renovations and any costs associated with conferences, operation and maintenance of facilities, including building operation, library expenses, space, utilities, payroll, and accounting.
3. "Consumer" means as referred to as Client in *California Code of Regulations, title 9, section 3200.040*, is an individual of any age who is receiving or has received mental health services. The term "client" includes those who refer to themselves as clients, consumers, survivors, patients or ex-patients.
4. "Caregivers" means adoptive parents and their partners, foster parents and their partners, grandparents and their partners who are now or have in the past been the primary caregiver for a child, youth, or adolescent with a mental health challenge who accessed mental health services.
5. "Co-located Faculty" is defined as staff affiliated with a psychiatric residency/fellowship program that is providing clinical supervision of psychiatric residents/fellows in the PMHS that leads to psychiatric residents/fellows' certification by the Board of Psychiatry and Neurology. The staff may be permanently stationed in the County PMHS.
6. "Direct Program Costs" are defined as costs that can be more directly attributed to the completion of program activities, which can include, but not be limited to, salaries for program staff, materials/supplies required for program activities, program consultants/contractor, and travel.
7. "Director" means the Director of Office of Statewide Planning and Development or his designee.
8. "Family Member" means siblings, and their partners, kinship caregivers, friends, and others as defined by the family who is now or was in the past the primary caregiver for a child, youth, adolescent, or adult with a mental health challenge who accessed mental health services
9. "Grant Agreement/Grant Number" means Grant Number «Grant Number» awarded to the Grantee.
10. "Grantee" means the fiscally responsible entity in charge of administering the Grant Funds and includes the program identified on the grant application.
11. "Grant Funds" means the money provided by OSHPD for the project described by the Grantee in its application and Scope of Work.
12. "Indirect Program Costs" are defined as costs that are indirectly attributed to the completion of the program services, which can include, but not be limited to, utilities, rent, and administrative service/payroll staff.
13. "Parents" means biological parents and their partners, who are now or have in the past been the primary caregiver for a child, youth, or adolescent with a mental health challenge who accessed mental health services.

14. "Placement" means assignment in a peer personnel position as an employee or volunteer that can be paid or un-paid in the public mental health system.
15. "Public Mental Health System (PMHS)" means publicly-funded mental health programs/services and entities that are administered, in whole or in part, by the state departments or county. It does not include programs and/or services administered, in whole or in part by federal, state, county or private correctional entities. (CCR, tit. 9, §3200.253.)
16. "Program" means the Grantee's program(s) listed on the grant application.
17. "Program Representative" means the representative of the Grantee for which Agreement funds are being awarded.
18. "Project" means the activity described in the Grantee's application and Scope of Work to be accomplished with the grant Funds.
19. "State" means the State of California and includes all its departments, agencies, committees and commissions.
20. "Underrepresented" means populations that are underrepresented in the mental health professions relative to their numbers in the total population.
21. "Underserved" means clients of any age who have been diagnosed with a serious mental illness and/or serious emotional disturbance and are receiving some services, but are not provided the necessary or appropriate opportunities to support their recovery, wellness, and/or resilience. When appropriate, it includes clients whose family members are not receiving sufficient services to support the client's recovery, wellness, and/or resilience. These clients include, but are not limited to, those who are so poorly served that they are at risk of homelessness, institutionalization, incarceration, out-of-home placement or other serious consequences; members of ethnic/racial, cultural, and linguistic populations that do not have access to mental health programs due to barriers, such as poor identification of their mental health needs, poor engagement and outreach, limited language access, and lack of culturally competent services; and those in rural areas, Native American Rancherias and/or reservations who are not receiving sufficient services. (CCR, tit. 9, §3200.300.)
22. "Unserved" means those individuals who may have serious mental illness and/or serious emotional disturbance and are not receiving mental health services. Individuals who may have had only emergency or crisis-oriented contact with and/or services from the County may be considered unserved. (CCR, tit. 9, §3200.310.)

B. Term of the Agreement

1. This Agreement shall take effect on the «TermStart», and shall terminate on «TermEnd».
2. The Grantee will submit any requests to extend the Grant Agreement period in writing to OSHPD. Requests for a time extension must be made to OSHPD no later than ninety (90) calendar days prior to the expiration of the Agreement, and may be granted at OSHPD's sole discretion. There shall be no activity pursuant to this Agreement after its expiration. In no event shall an

extension of time approved by OSHPD constitute an increase in funding under this Agreement

C. Scope of Work

1. Consistent with the RFA, Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted by the Grantee in response to RFA #16-7547 and Grantee's application, including, the work plan prepared and submitted by the Grantee, are incorporated herein by reference.
2. Grantee agrees to provide to OSHPD, expanded capacity in a psychiatric residency/fellowship program that will address workforce shortages in the county PMHS. The Grantee will use the funds provided under this grant agreement to:
 - a. Add co-located faculty time in the PMHS such that:
 - i. The co-located faculty must provide clinical supervision in the county PMHS that leads to certification by the Board of Psychiatry and Neurology;
 - ii. The co-located faculty must supervise additional psychiatric resident/fellow positions in the county PMHS;
 - iii. The co-located faculty must supervise additional psychiatric/resident hours in the PMHS;
 - iv. The co-located staff must mentor residents/fellows to encourage them to find employment in the California PMHS after they have completed their residency/fellowship; and
 - v. All psychiatric residents/fellows supervised by the co-located faculty must perform a portion of their rotation hours in the county PMHS.
 - b. The Grantee must provide the name(s) and hours of the co-located faculty, the name(s) of the psychiatric residents/fellows filling the new positions and number of hours the psychiatric residents/fellows rotate in the PMHS to OSHPD.
 - c. Develop/Revise a curriculum and methods of teaching that is consistent with the Mental Health Services Act (MHSA) and which ensures that psychiatric residents/fellows:
 - i. Work with unserved and/or underserved populations in PMHS settings;
 - ii. Work in multidisciplinary teams that include primary care physicians and health care workers with unserved and/or underserved populations in the PMHS;
 - iii. Are trained to provide services in a culturally competent and sensitive manner;
 - iv. Are trained in the values of wellness, recovery and resilience as expressed in the MHSA, to include the role of self-help, recovery and empowerment support;
 - v. Are trained in assisting consumers and family members to access public benefits, work incentive provisions, and transition from a public to a private benefit system; and
 - vi. Are trained to work in and foster a consumer and family member driven system of care.
 - vii. Applicant must provide copy of curriculum to OSHPD. OSHPD reserves the right to use, publish and/or reproduce such materials provided the author and institution are acknowledged.
 - viii. Applicant shall perform the services at _____ and at appropriate clinical practicum sites.
 - ix. The services shall be provided during academic school hours including hours dictated by the requirements of clinical supervision.

3. Description of work to be performed:

- a. The Grantee shall expand the capacity of an existing psychiatric residency/fellowship program by adding co-located faculty time in the PMHS.
- b. The Grantee shall encourage members from unserved and/or underserved, and culturally diverse populations, such as individuals who have had experience with the mental health system as consumers and/or family members of consumers, to participate in the education capacity-psychiatrists program.
- c. The Grantee shall implement outreach and recruitment activities to medical students and/or psychiatric residents who are from unserved and/or underserved areas, culturally diverse, and to individuals with client and/or family member experience to encourage them to participate in the education capacity-psychiatrists program.
- d. The Grantee shall recruit residents who can meet diversity needs consistent with the vision and values of the MHSA.
- e. The Grantee may spend up to 15 percent of the total agreement amount or \$75,000 per year, whichever is less, on the total administration rate.
- f. The Grantee may use any or all of its administration rate received under this Agreement to provide a recruitment incentive to psychiatric residents/fellows who commit to working in the PMHS upon certification by the Board of Psychiatry and Neurology.
 - i. In no instance may a participating psychiatric resident/fellow receive more than \$25,000 per fiscal year.
 - ii. In no instance may the recruitment incentive exceed \$75,000 per year or the whole of the administration rate, whichever is less.
- g. The Grantee shall ensure that co-located staff time shall supervise additional residents/fellow positions in the PMHS.
- h. The co-located staff time shall provide clinical supervision that leads to certification by the Board of Psychiatry and Neurology to additional psychiatric resident/fellow positions and additional psychiatric resident/fellow time in the PMHS.
- i. The Grantee will ensure that the residents/fellows perform at least part of their residency/fellowship rotation hours under the clinical supervision of staff co-located in the county PMHS. The Grantee shall encourage individuals who successfully complete the requirements of a psychiatric residency/fellowship program that is funded through this Agreement to continue working in the California PMHS.
- j. The Grantee will ensure that additional hours of dedicated staff time per fiscal year is housed in the California PMHS to provide clinical supervision of hours leading to certification by the Board of Psychiatry and Neurology.
- k. The Grantee will ensure that the education capacity-psychiatrists program is for three consecutive fiscal years.

- l. The Grantee will ensure that dedicated staff time is used for educating the psychiatric residents/fellows using the curriculum that was developed in accordance with Section C. Scope of Work, subsection 3.
- m. The Grantee will evaluate and report to OSHPD on psychiatric residents'/fellows' efforts to secure employment in the county PMHS working with unserved and/or underserved populations, to include the number of years psychiatric residents/fellows who have successfully finished the program spend in the PMHS providing direct services.
- n. The Grantee shall use the co-located staff time to supervise all the psychiatric residents/fellows in the Grantee's psychiatric residency/fellowship program.
- o. Consistent with the California Code of Regulations, title 9, section 3843, the Grantee shall only fund co-located staff time working in the county PMHS supervising psychiatric residents/fellows, staff and program expenses required to address the shortage of psychiatrists in the county PMHS, and training of psychiatric residents/fellows in the values and principles of the MHSA.
- p. The Grantee shall not conduct lobbying activities as part of this contract.
- q. The Grantee shall be held fully accountable for proper use of all funds under this Grant Agreement.
- r. The Grantee will credit OSHPD and the MHSA in all publications resulting from this Grant Agreement.
- s. The Grantee shall provide OSHPD with progress reports on a quarterly basis as specified in Appendix 3, Public Mental/Behavioral Health Education Capacity - Psychiatrists Program Progress Report.

D. Program Reports

1. Grantee shall complete quarterly progress reports each fiscal year using the progress report template found in Appendix 3, Public Mental/Behavioral Health Education Capacity - Psychiatrists Program Progress Report, to demonstrate completion of Scope of Work activities and evaluate the program's effectiveness. Grantee shall submit a quarterly progress report only in quarters where they have engaged in activities that were outlined in the Grantee's application for which Grantee will be submitting an invoice. Grantee shall submit progress when Agreement activities are engaged as provided below:

	FY 2016-17	FY 2017-18
Progress Report #1	July-September, due by October 30	July-September, due by October 30
Progress Report #2	October-December, due by January 30	October-December, due by January 30
Progress Report #3	January -March, due by April 30	January-March, due by April 30
Progress Report #4	April-June, due by July 30	April-June, due by July 30
Final Evaluation Report	Due within 60 days of completion of all program activities	

2. The Grantee shall administer a demographic survey that OSHPD has developed to give to individuals receiving/participating in the activities provided by the Grantee. The demographic survey template is in Appendix 2, Participant Demographic Information Survey. The results of this demographic survey shall be reported in the quarterly progress reports.

3. The Grantee shall submit an annual and semi-annual Summary Report to OSHPD. OSHPD will provide report templates separately within 45 days of the end of the applicable due date.
4. The Grantee shall submit a Final Comprehensive Report to OSHPD, that provides a summary of major outcomes, successes, trends, and lessons learned/best practices from Agreement 60 days prior to the contract termination date. OSHPD shall withhold ten percent of the Grantee's total annual payment for Year 3 contingent upon the Grantee's submission of and OSHPD's approval of the Final Comprehensive Report at the end of the three-year agreement. OSHPD will notify the Grantee of approval of the final report in writing.

The final report shall include, but not limited to:

- a. Major overall program outcomes, successes, and/or trends
- b. Challenges encountered to implementing the program
- c. Best practices to overcoming challenges, if any
- d. Number of students employed in the PMHS
- e. Name and County of sites students are employed at in the PMHS

5. Email the electronic copy of the Progress Reports to OSHPD.MHSAWET@oshpd.ca.gov.
6. OSHPD will not accept Progress Reports faxed or dropped off at the Security Desk or the Accounting Office.
7. OSHPD reserves the right to cancel this agreement in accordance with Section E, Applicant Requirements and Information, Agreement Execution and Performance, if, in any fiscal year, the deliverables do not meet OSHPD's expectations.

E. Invoicing

1. For services satisfactorily rendered in accordance with the Scope of Work and activities outlined in the application, and upon receipt and approval of the invoices, OSHPD agrees to compensate the Grantee in accordance with the rates specified in Section F. Budget Detail.
2. The Grantee shall not invoice OSHPD for work performed under this Agreement until the Grantee receives confirmation from OSHPD that the progress reports reflected by the invoice have been completed to OSHPD's satisfaction.
3. Invoices shall be submitted no more frequently than quarterly in arrears. Invoices shall be submitted no later than 30 days after each time-period and fiscal year end specified in Section D. Program Reports.
4. Invoices will not be paid until the associated progress report is reviewed and approved.
5. The total amount payable to the Grantee under this Agreement shall not exceed «Amount» («Amt_Spelled»).
6. The following items are required on all invoices:
 - a. Invoice should be on the Grantee's printed letterhead with Grantee name and address;
 - b. Costs incurred shall be itemized in accordance with Section F. Budget Detail;
 - c. Date(s) of services for associated progress reports;

- d. Associated contract year and quarter;
 - e. OSHPD Agreement number 16-XXXX;
 - f. Invoice date;
 - g. Invoice total; and
 - h. Authorizing signature.
7. To expedite the processing of invoices submitted to OSHPD for payment, all invoices shall be submitted in triplicate to OSHPD Accounting at the following address:

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

8. OSHPD will withhold the final payment due to the Grantee under this Agreement until the Grantee submits a Final Comprehensive Report to OSHPD, due 60 days prior to the contract termination date, that provides a summary of major outcomes, successes, trends, and lessons learned from Agreement activities, and said report is approved by OSHPD. OSHPD will notify the Grantee of approval of the final report in writing.
9. Payment will be made in accordance with, and within the time-frame specified in Government Code Chapter 4.5, commencing with section 927.

F. Budget Detail

OSHPD shall provide the grant funding to the Grantee for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The Grantee shall request the distribution of grant funding consistent with its work plan and Rate Application Worksheet. However, in no event shall payments under this Agreement exceed the total Grant Amount. Charges/rates shall be computed in accordance with the Cost Worksheet set forth below. The major budget categories shall be the cost of co-located staff per year, non-administrative rate funds used for Collaboration Agreements and the yearly administration rate. In each fiscal year during the Agreement term, grant funding provided under this Agreement shall not exceed the following:

1. OSHPD shall make quarterly payments to the Grantee, in arrears, for the completion of the services identified in Grantee's Cost Worksheet. OSHPD shall prorate payments based on the actual number of supervisor staff hours provided by the Grantee during each payment period as a percentage of the total number of supervisor staff hours proposed by the Grantee and identified on the Cost Worksheet for each fiscal year. Each quarterly payment under this Agreement shall not exceed a prorated payment reflecting the percentage of supervisor staff hours actually provided each fiscal year.
2. Each fiscal year under this Agreement, the Grantee may spend up to 15 percent of the total grant funding for each fiscal year on the total administration rate.
3. Accounting for grant funds will be in accordance with the training institution's accounting practices based on Generally Accepted Accounting Principles consistently applied regardless of the source of funds. Supporting records must be in sufficient detail to show the exact amount and nature of expenditures.

4. Reports of the training program expenditures and enrollment of psychiatric students under the Agreement must be submitted as requested by the State or the OSHPD Director for the purposes of program administration, evaluation, or review.
5. Records Retention and Audit:
 - a. The Grantee shall permit the OSHPD Director, or the Auditor General, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its nursing education program for the purpose of audit and examination.
 - b. The Grantee shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this grant (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.
 - c. The Grantee agrees to make available at the office of the training institution, and at all reasonable times during the period set forth in subsection (d) below, any of the records for inspection, audit or reproduction by an authorized representative of the State.
 - d. The Grantee shall preserve and make available its records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by subparagraph (i) or (ii) below:
 - i. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - ii. Records which relate to (1) litigation of the settlement of claims arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the training institution until disposition of such appeals, litigation, claims, or exceptions.

Cost Worksheet

Total Number of Psychiatric Residency/Fellowship Positions: _____

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

Total Administration Rate: _____

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

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

* Information in the "Subtotal" column is derived by adding totals from Years 1, 2, and 3 respectively.

G. Budget Contingency Clause

1. 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 Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.
2. 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 the Grantee to reflect the reduced amount.
3. If this Agreement 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 Agreement was executed, the State may exercise its option to cancel this Agreement.

In addition, this Agreement 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 Agreement in any manner.

H. Budget Adjustments

1. All requests to change the budget shall be submitted in writing to OSHPD for approval and shall include an explanation for the reallocation of funds by the Grantee. OSHPD reserves the right to approve or deny any such request; OSHPD shall provide approval or denial of said requests to the Grantee in writing. An accounting of how the funds were expended will also be submitted with the Final Comprehensive Report.
2. All requests for extending the grant period shall be submitted in writing to OSHPD for approval. Requests for a time extension must be made to OSHPD no later than 90 calendar days prior to the expiration of the Agreement. OSHPD reserves the right to approve or deny any such request; OSHPD shall provide approval or denial of said requests to the Grantee in writing. There shall be no activity on an Agreement after its expiration.

I. General Terms and Conditions

Except as provided in Appendix 1, Terms and Conditions for Interagency Agreements, the following terms and conditions shall apply to all Grantees. Agreements with the State, the Regents of the University of California, and the California State University system shall be treated as Interagency Agreements and the language in Appendix 1, Terms and Conditions for Interagency Agreements, shall replace the language in this Section I. General Terms and Conditions. The Terms and Conditions in this Section I. shall apply to all Grantees except the State of California, University of California, and California State University. In the event the State of California, University of California, and/or California State University is awarded a grant, the language in Appendix 1, Terms and Conditions for Interagency Agreements, shall replace the Terms and Conditions found in this Section I.

1. Time: Time is of the essence in this Agreement. The Grantee shall submit the required deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating

potential overlaps, conflicts, and/or scheduling issues, to adhere to the terms of the Agreement, is the sole responsibility of the Grantee.

2. **Final Agreement:** This Agreement, along with the Grantee's application, appendices, and forms constitute the entire and final Agreement between the parties and supersedes any and all prior oral or written arrangements or discussions.
3. **Ownership and Public Records Act:** All reports and the supporting documentation and data collected during the funding period that are embodied in those reports, shall become the property of the State and subject to disclosure under the Public Records Act.
4. **Additional Audits:** The Grantee agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three years after the final payment, unless a longer period of records retention is stipulated by the State. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7; Pub. Contract Code §10115 et seq.; Cal. Code Regs., tit. 2, §1896.)
5. **Provisions Relating to Data:**
 - a. "Data" as used in this Agreement 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 Agreement. 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 Grantee has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Grantee in the performance of this Agreement at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
 - c. "Deliverable data" are that data which, under the terms of this Agreement, are required to be delivered to the State. Such data shall be property of the State.
 - d. Prior to the expiration of any legally required retention period and before destroying any data, the Grantee shall notify the State of any such contemplated action; and the State may within 30 days of said notification, determine whether or not the data shall be further preserved. The State shall pay the expense of further preserving the data. The State shall have unrestricted, reasonable access to the data that are preserved in accordance with this Agreement.
 - e. The Grantee shall use its best efforts to furnish competent witnesses and to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.

6. Independent Grantee: The Grantee and the agents and employees of the Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
7. Non-Discrimination Clause: During the performance of this Agreement, the Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The Grantee and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
8. Waiver: The waiver by OSHPD of a breach of any provision of this Agreement by the Grantee will not operate or be construed as a waiver of any other subsequent breach by OSHPD. OSHPD expressly reserves the right to disqualify the Grantee from any future grant awards for failure to comply with the terms of this Agreement.
9. Approval: This Agreement is of no force or effect until signed by both parties. The Grantee may not commence performance until such approval has been obtained.
10. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or arrangement not incorporated in the Agreement is binding on any of the parties.
11. Assignment: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of OSHPD in the form of a formal written amendment.
12. Indemnification: The Grantee agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all the Grantee's, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
13. Disputes: The Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement, shall be resolved as follows:
 - a. The Grantee will discuss the problem informally with the Program Manager. If unresolved, the problem shall be presented, in writing, as a grievance to the HWDD Deputy Director stating the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought.

- b. The Deputy Director shall make a determination within ten working days after receipt of the written grievance from the Grantee and shall respond in writing to the Grantee indicating the decision and reasons for it.
- c. The Grantee may appeal the decision of the Deputy Director by submitting written notice to the Director of its intent to appeal, within ten working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the Grantee within twenty working days of receipt of the Grantee's letter. The Director's decision will be final.

- 14. Termination for Cause: OSHPD may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided.
- 15. Potential Subcontractors: Nothing contained in this Agreement shall create any contractual relation between the State and any subcontractor of the Grantee, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for any and all acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from OSHPD's obligation to disburse funds to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any money to any subcontractor.
- 16. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- 17. Unenforceable Provision: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

J. Project Representatives

The project representatives during the term of this Agreement are listed below.

Direct all grant agreement inquiries to:

State Agency: Office of Statewide Health Planning and Development	Program Representative: «Grantee_Name»
Section/Unit: Healthcare Workforce Development Division/ Workforce Education and Training	
Name: [Insert Program Manager Name], Program Manager	Name: «CO_First_Name» «CO_Last_Name», «Grantee_Officer_Title»
Address: 400 R Street, Suite 330 Sacramento, CA 95811-6213	Address: «Grantee_Street_Address», «Grantee_Ste» «Grantee_City», «State» «Zip»
Phone: [Enter Program Manager Phone Number]	Phone: «Grantee_Phone»
Email: [Enter Program Manager Email]	Email: «Grantee_Email_»

Direct all administrative inquiries to:

State Agency: Office of Statewide Health Planning and Development	Program Representative: «Grantee_Name»
Section/Unit: Healthcare Workforce Development Division/ Workforce Education and Training	
Name: [Insert Program Manager Name], Program Manager	Name: «CO_First_Name» «CO_Last_Name», «Grantee_Officer_Title»
Address: 400 R Street, Suite 330 Sacramento, CA 95811-6213	Address: «Grantee_Street_Address», «Grantee_Ste» «Grantee_City», «State» «Zip»
Phone: [Enter Program Manager Phone Number]	Phone: «Grantee_Phone»
Email: [Enter Program Manager Email]	Email: «Grantee_Email_»

IN WITNESS WHEREOF, the parties hereto have executed or have caused their duly authorized officers to execute this Agreement as of the date first written above.

OFFICE OF STATEWIDE HEALTH PLANNING
AND DEVELOPMENT

«GRANTEE NAME»

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Appendix 1: Terms and Conditions for Interagency Agreements

1. **Time:** Time is of the essence in this Agreement. The Grantee will submit the required deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and/or scheduling issues, to adhere to the terms of the Agreement, is the sole responsibility of the Grantee.
2. **Final Agreement:** This Agreement, along with the Grantee's Application, appendices, and forms constitute the entire and final Agreement between the parties and supersedes any and all prior oral or written arrangements or discussions.
3. **Additional Audits:** The Grantee agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated by the State. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7; Pub. Contract Code §10115 et seq.; Cal. Code Regs., tit. 2, §1896.)
4. **Provisions Relating to Data:**
 - a. "Data" as used in this Agreement 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 Agreement. 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 Grantee has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Grantee in the performance of this Agreement at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
 - c. "Deliverable data" are that data which, under terms of this Agreement, are required to be delivered to the State. Such data shall be property of the State.
 - d. Prior to the expiration of any legally required retention period and before destroying any data, the Grantee shall notify the State of any such contemplated action; and the State may within 30 days of said notification, determine whether or not the data shall be further preserved. The State shall pay the expense of further preserving the data. The State shall have unrestricted, reasonable access to the data that are preserved in accordance with this Agreement.
 - e. The Grantee shall use its best efforts to furnish competent witnesses and to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.

5. Waiver: The waiver by OSHPD of a breach of any provision of this Agreement by the Grantee will not operate or be construed as a waiver of any subsequent breach by OSHPD. OSHPD expressly reserves the right to disqualify the Grantee from any future grant awards for failure to comply with the terms of this Agreement.
6. Approval: This Agreement is of no force or effect until signed by both parties. The Grantee may not commence performance until such approval has been obtained.
7. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or arrangement not incorporated in the Agreement is binding on any of the parties.
8. Disputes: The Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement, shall be resolved as follows:
 - a. The Grantee will discuss the problem informally with the Program Manager. If unresolved, the problem shall be presented, in writing, as a grievance to the HWDD Deputy Director stating the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought.
 - b. The Deputy Director shall make a determination within ten working days after receipt of the written grievance from the Grantee and shall respond in writing to the Grantee indicating the decision and the reasons for it.
 - c. The Grantee may appeal the decision of the Deputy Director by submitting written notice to the Director of its intent to appeal, within ten working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the Grantee within twenty working days of receipt of the Grantee's letter. The Director's decision will be final.
9. Termination for Cause: OSHPD may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided.

Appendix 2: Participant Demographic Information Survey

This Office of Statewide Health Planning and Development (OSHPD), who funds your participation in this program, is administering this demographic survey. In efforts to evaluate the program's effectiveness towards serving diverse populations, this survey aims to collect data on a wide range of demographics of our program participants. This survey is anonymous, and while it is also optional, OSHPD kindly requests your completion.

Please identify your County of residence: Name of County

Please identify your Race/Ethnicity:

- | | |
|---|---|
| <input type="checkbox"/> African American/Black/African | <input type="checkbox"/> Latino/Hispanic |
| <input type="checkbox"/> American Indian/Native | <input type="checkbox"/> Central American |
| <input type="checkbox"/> American/Alaskan | <input type="checkbox"/> Cuban |
| <input type="checkbox"/> Native Asian | <input type="checkbox"/> Mexican |
| <input type="checkbox"/> Cambodian | <input type="checkbox"/> Puerto Rican |
| <input type="checkbox"/> Chinese | <input type="checkbox"/> South American |
| <input type="checkbox"/> Filipino | <input type="checkbox"/> Other Hispanic |
| <input type="checkbox"/> Indian | <input type="checkbox"/> Middle Eastern |
| <input type="checkbox"/> Japanese | <input type="checkbox"/> Pacific Islander |
| <input type="checkbox"/> Laotian/Hmong | <input type="checkbox"/> Fijian |
| <input type="checkbox"/> Korean | <input type="checkbox"/> Guamanian |
| <input type="checkbox"/> Pakistani | <input type="checkbox"/> Hawaiian |
| <input type="checkbox"/> Thai | <input type="checkbox"/> Samoan |
| <input type="checkbox"/> Vietnamese | <input type="checkbox"/> Tongan |
| <input type="checkbox"/> Other Asian | <input type="checkbox"/> Other Pacific Islander |
| <input type="checkbox"/> Caucasian/White/European | <input type="checkbox"/> Decline to State |

Please select any languages you speak in addition to English:

- | | |
|---|---|
| <input type="checkbox"/> American Sign Language | <input type="checkbox"/> Korean |
| <input type="checkbox"/> Arabic | <input type="checkbox"/> Laotian |
| <input type="checkbox"/> Armenian | <input type="checkbox"/> Mandarin |
| <input type="checkbox"/> Cambodian | <input type="checkbox"/> Other Chinese |
| <input type="checkbox"/> Cantonese | <input type="checkbox"/> Polish |
| <input type="checkbox"/> Farsi | <input type="checkbox"/> Portuguese |
| <input type="checkbox"/> French | <input type="checkbox"/> Punjabi |
| <input type="checkbox"/> German | <input type="checkbox"/> Russian |
| <input type="checkbox"/> Haitian | <input type="checkbox"/> Samoan |
| <input type="checkbox"/> Creole | <input type="checkbox"/> Spanish |
| <input type="checkbox"/> Hebrew | <input type="checkbox"/> Tagalog |
| <input type="checkbox"/> Hindi | <input type="checkbox"/> Thai |
| <input type="checkbox"/> Hmong | <input type="checkbox"/> Turkish |
| <input type="checkbox"/> Italian | <input type="checkbox"/> Urhobo |
| <input type="checkbox"/> Japanese | <input type="checkbox"/> Vietnamese |
| <input type="checkbox"/> Khmer | <input type="checkbox"/> Other (specify): _____ |
| <input type="checkbox"/> Kiswahili | |

Not everybody uses the same labels; however, which BEST describes your current gender?

- | | |
|--|--|
| <input type="checkbox"/> Androgynous | <input type="checkbox"/> Male/Transman/FTM |
| <input type="checkbox"/> Female | <input type="checkbox"/> Transgender |
| <input type="checkbox"/> Female/Transwoman/MTF | <input type="checkbox"/> Questioning my Gender |
| <input type="checkbox"/> Transgender | <input type="checkbox"/> Decline to State |
| <input type="checkbox"/> Male | |

Not everybody uses the same labels to describe their sexual orientation; however, which BEST describes your sexual orientation?

- | | |
|--|---|
| <input type="checkbox"/> Bisexual/Pansexual | <input type="checkbox"/> I am questioning whether I am straight or not straight |
| <input type="checkbox"/> Gay | <input type="checkbox"/> Queer |
| <input type="checkbox"/> Heterosexual/Straight | <input type="checkbox"/> Decline to State |
| <input type="checkbox"/> Lesbian | |

Please identify if you are a consumer and/or a family member:

- | | |
|---|-------------------------------|
| <input type="checkbox"/> Consumer | <input type="checkbox"/> Both |
| <input type="checkbox"/> Family Member | <input type="checkbox"/> None |
| <input type="checkbox"/> Decline to State | |

Do you identify as having a disability*?

- Yes
- No
- Decline to State

*A disability is defined as an individual who: (1) has a physical or mental impairment or medical condition that limits one or more life activities, such as walking, speaking, breathing, performing manual tasks, seeing, hearing, learning, caring for oneself or working; (2) has a record or history of such impairment or medical condition; or (3) is regarded as having such an impairment or medical condition.

Please select your age group:

- | | |
|-----------------------------------|--|
| <input type="checkbox"/> Under 18 | <input type="checkbox"/> 65 Years and Over |
| <input type="checkbox"/> 18 – 24 | <input type="checkbox"/> Decline to State |
| <input type="checkbox"/> 25 – 39 | |
| <input type="checkbox"/> 40 – 64 | |

Are you a Military Veteran?

- Yes
- No
- Decline to State

Appendix 3: Public Mental/Behavioral Health Education Capacity - Psychiatrists Program Progress Report

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

Submission Date:

Program Name:

Grant Agreement # and Execution Date:

Applicable Fiscal Year, Quarter:

I. Contact Information

Name	Position/Title	Phone	E-mail

II. Program Goals and Objectives

NOTE: Please describe only upon submission of the first Progress Report each Fiscal Year (FY).

- a. In no more than four sentences, briefly describe the organization’s new and/or revised Education Capacity - Psychiatrists Program (Program) goals and objectives.
- b. In no more than four sentences, briefly describe how the Program’s goals and objectives continue to align with the values and principles of the Mental Health Services Act (MHSA).

III. Adherence to the Mental Health Services Act

- a. Describe the coursework and its relation to the MHSA using the table below. List at least one MHSA value per course; MHSA values that may be listed are as follows:
 - Community collaboration
 - Cultural competence
 - Consumer and/or family member drive
 - Wellness, recovery, and resiliency focused
 - Integrated service experience for consumers and their families

Courses/Competency Taught To Program Students	Course/Competency Description*	Hours/Units	Required (X)	Elective (X)	MHSA Value Addressed by Course

*The course/competency description should be no more than two sentences.

- b. In no more than five sentences, briefly describe how consumers and/or family members are involved in the Program, as applicable or known (e.g. presentations to class).
- c. Describe the Program’s fieldwork curriculum and its relation to the MHSA using the table below. List at least one MHSA value per course, see Section III (a) for MHSA values.

Courses/Competency Taught To Psychiatric Residency Students	Course/Competency Description*	Hours/Units	Required (X)	Elective (X)	MHSA Value Addressed by Course

*The course/competency description should be no more than two sentences.

IV. Program Updates and Modifications if Applicable

- a. In no more than four sentences, briefly describe what the Program is doing to revise the curricula in Section III, if applicable.
- b. In no more than four sentences, highlight at least one Program student who exemplifies the values and principles of the MHSA.

V. Collaboration with the Public Mental Health System

- a. List how your Program engaged and/or strengthened partnerships with the PMHS, specifically with county Departments of Mental and/or Behavioral Health and Community-Based Organizations (CBOs).
- b. List the PMHS sites where your Program students conducted their field placement/preceptorships during this progress report period using the table below:

Name of PMHS Site*	County Location of PMHS Site	Number of Program Students Placed During This Reporting Period

*County Departments of Mental and/or Behavioral Health and/or CBOs may be listed.

- c. Describe the training provided to Program students and its relation to the MHSA using the table below. List at least one MHSA value per training title/type, see Section III (a) for MHSA values. Examples of trainings to satisfy the MHSA may include, but should not be limited to:
 - Lunch-time presentations by consumers and/or family members
 - Supervision in a recovery-based organization
 - Trainings on the issues confronting adults and older adults
 - Trainings on the issues faced by children and transition aged youth

Training/Competency Title/Type	Training Method	Number of Times Provided This Reporting Period	MHSA Value Addressed by Training	Total Number of Participants

- d. In no more than five sentences, briefly describe at least one benefit that the community experienced in this reporting period as a result of your Program. Identify the community/communities that benefited.

VI. Psychiatric Residency Program Students' Outcomes

- a. Provide the following table for the fellows/residents in the current cohort. Unique identifiers should remain consistent through the duration of program participation and across tables.

Unique Identifier for Program Students	Expected Date of Board Examination	Language	Race/Ethnicity*	Lived Experience**	PMHS Preceptorships	Preceptorship County Location	Hours Spent in Community PMHS Rotations	Number of Patient Encounters in Community PMHS
Totals								

*If your Legal department so advises, you may provide country of origin in place of self-reported ethnicity.

**If your Legal department so advises, you may provide an aggregate number.

- b. Provide the following demographic information using the table below for each Program student. The information collected should be in alignment with Appendix 2, Participant Demographic Information Survey. Data can be sent in an Excel Spreadsheet as an attachment, if applicable.

Unique Identifier	Race/Ethnicity	Speaks a Language in Addition to English	Consumer and/or Family Member	Gender	Sexual Orientation	Disability (Yes/No)	Age Group	Veteran (Yes/No)

VII. Successes

- a. In no more than five sentences, describe what is working regarding the successful recruitment, retention, training, and employment of unserved and/or underserved and culturally diverse Program students in the PMHS.
- b. If non-administration rate funds are used for Collaboration Agreement(s), please fill out the table below:

# of Psychiatrists with a Collaborative Agreement	# of Nurses With a Collaborative Agreement	# of Additional Students Supervised as a Result

VIII. Challenges

- a. In no more than five sentences, describe the challenges regarding the successful recruitment, retention, training, and employment of unserved and/or underserved and culturally diverse Program students in the PMHS.

IX. Budget Information

- a. Provide the following information for this reporting period. Use one table per fiscal year.

FY 2016-17 Budget Information				
Beginning Balance for FY, Quarter	Core Faculty Amount	Administration Amount	Total Invoiced	Balance Remaining for FY and Quarter
FY 2016-17, Quarter 1				
FY 2016-17, Quarter 2				
FY 2016-17, Quarter 3				
FY 2016-17, Quarter 4				
Total				

X. Additional Documents

- a. If applicable, additional documents may be sent electronically as part of the associated Progress Report; the report should indicate which attachments are included. Additional documents may include, but shall not be limited to:
 - Community feedback
 - Evaluation (surveys, lessons learned, etc.)

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Appendix 4: CCC-307

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 (SSN)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the city and 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 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).

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.