



**REQUEST FOR APPLICATION (RFA) – Single Contract
Evaluation of Changing and Emerging Needs of Public
Mental/Behavioral Health Workforce
RFA # 15-6414
Notice to Prospective Applicants**

January 26, 2016

You are invited to review and respond to this Request for Application (RFA), entitled Evaluation of Changing and Emerging Needs of Public Mental/Behavioral Health Workforce. 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 a bid, your firm agrees to the terms and conditions stated in this RFA and the proposed Research 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://caleprocure.ca.gov>.

The Office of Statewide Health Planning and Development (OSHPD) deadline for receipt of application submission is **March 18, 2016, no later than 3:30 PM PST. All late, faxed, and/or emailed bids will be rejected** and returned to the bidder. Applications must be received on or before the date and time specified herein (See Section E. "Application Requirements and Information" for application submission details).

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

This solicitation will result in a single agreement with one applicant. See Section E, Item 4 "Evaluation Process", for the evaluation criteria.

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

Agreements entered into with State of California agencies will be completed as Interagency Agreements and shall be governed by Terms and Conditions located in the Appendix on page 37.

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

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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, personnel and other resources to support 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. The MHSA required the former Department of Mental Health (DMH) to develop a WET Five-Year Plan to remedy the shortage of qualified individuals providing services to severely mentally ill individuals. DMH developed the first WET Five-Year Plan, 2008-2013 as well as a ten-year expenditure plan for \$444.5 million in WET funds. The ten-year budget allocated \$210 million to counties for local WET program implementation and \$234.5 million for the administration of WET programs at the State and regional levels. MHSA WET funds are administered both at the local level by California Counties and at the State level by the Office of Statewide Health Planning and Development (OSHPD).

The WET Program is funded through appropriations in the State Budget and promotes among other things: (i) enhanced evaluation of mental health workforce, education, training efforts to identify outcomes, best practices, systems change; and (ii) continued evaluation of MHSA WET activities that is well-designed, data driven, and outcomes based. This RFA will result in an Agreement with a public, private, or non-profit organization, including faith-based and community organizations, to fund an analysis of County administered MHSA WET programs.

B. Purpose and Description of Services

1. Introduction

The WET Five-Year Plan 2014-2019 funds activities that aim to evaluate the mental/behavioral health workforce, education, and training efforts to identify outcomes, best practices, and systems change. OSHPD is issuing this RFA with total funding available of \$150,000 to retain an organization that will engage in research to assess and evaluate different issues that affect changing and emerging needs of Mental/Behavioral Health Workforce in California's Public Mental Health System (PMHS). The goal of this RFA is to enter into an Agreement that will engage the Researcher in an assessment of changing and emerging needs of mental/behavioral health workforce in California's PMHS by completing reports that: 1) Analyzes how recent policy and regulatory changes have or will have an impact on a need for different types of mental/behavioral health workforce in California's PMHS; and 2) Evaluates what health workforce planning model(s) would most effectively address California's PMHS needs.

2. Research Questions and Methods to Address Research Questions

The two overarching questions and methods to be addressed respectively include:

- a. Research Question 1: What impact(s) will recent policy and regulatory changes have on the need for different types of mental/behavioral health workforce positions in the PMHS?
 - i. Research Question 1 Elements: To answer the aforementioned research question, the selected applicant will produce report(s) that analyze the impact that, at a minimum, the following issues have had or will have on the need for different types of mental/behavioral health workforce in California's PMHS:
 - a) Impact of the Affordable Care Act (e.g., change in mental/behavioral health services demand and change in mental/behavioral health workforce supply)

- b) Impact of recently implemented or proposed scope of practice changes
 - c) Impact of mental health parity
 - d) Impact of emerging healthcare delivery and financing models
 - e) Impact of any other state or federal legislation and/or regulatory changes
- ii. Research Methods for Research Question 1: The selected applicant shall implement, at a minimum, the following methods to address research question 1 listed above in Section B.2.a. (including sub-sections): 1) Secondary data analysis and 2) Key informant interviews and focus groups.
- a) Secondary Data Analysis - The selected applicant shall conduct secondary data analysis on all available and relevant reports, literature, and/or data from any government and non-government sources.
 - b) Key Informant Interviews and Focus Groups - The selected applicant shall conduct key informant interviews and focus groups with individuals that have knowledge and/or expertise of the issues identified above.
- b. Research Question 2: What health workforce planning model(s) would most effectively address PMHS needs in California?
- i. Research Question 2 Elements: To answer the aforementioned research question, the selected applicant will produce report(s) that at a minimum:
- a) Summarize and analyze current workforce planning models being used in the PMHS throughout California.
 - b) Analyze effective workforce planning models being used in public systems throughout other parts of the nation.
 - c) Analyze the effectiveness and use of different provider types who provide alike services.
 - d) Analyze all information gathered to develop a workforce planning model(s) that would most effectively address PMHS needs throughout different Counties in California.
- ii. Research Methods for Research Question 2: The selected applicant shall implement, at a minimum, the following methods to address research question 2 listed above in Section B.2.b (including sub-sections): 1) Secondary data analysis and 2) Key informant interviews and focus groups.
- a) Secondary Data Analysis - The selected applicant shall conduct secondary data analysis on all available and relevant reports, literature, or data from any government and non-government source.
 - b) Key Informant Interviews - The selected applicant shall conduct key informant interviews and hold focus groups with individuals that have expertise in and/or perform/implement health workforce planning models throughout the state and nation.
3. Communication Requirements

The selected applicant is expected to adhere to a method and timetable for ongoing communication with OSHPD and relevant constituents regarding progress within all facets of this project. Specifically, the selected applicant shall:

- a. Maintain ongoing interaction with OSHPD staff and other OSHPD constituents (e.g., WET Advisory Committee and California Behavioral Health Director's Association) as requested;
- b. Participate in bi-weekly briefing calls with OSHPD staff to discuss project progress and the status of Deliverables as described below.

4. Deliverables

The selected applicant shall complete eight deliverables. A full draft of all deliverables shall be submitted to OSHPD a minimum of three weeks prior to the final deliverable due dates, in order to allow OSHPD staff time to review and provide feedback that shall then be incorporated into the final deliverable by the Researcher prior to final submission. Selected applicants shall be given a minimum of one week to make final revisions prior to Deliverable deadline. Below is a list of the eight (8) deliverables to be completed by the selected applicant within the scope of this Agreement.

- a. Deliverable 1 - Proposed methodology and timeline to answer research question 1, identified in Section B.2.a. of this RFA - "What impact(s) will recent policy and regulatory changes have on the need for different types of mental/behavioral health workforce positions in the PMHS?" Proposed methodology deliverable shall at minimum:
 - i. Include the research methods for research question 1 identified in Section B.2.a.ii. of this RFA;
 - ii. Identify how all research question 1 elements outlined in Sections B.2.a.i.a) through B.2.a.i.e) will be addressed.
 - iii. Identify the extent to which county representatives and/or subject matter experts were involved in the development of the proposed methodology.
 - iv. Identify facilitation guides, participant recruitment and selection processes for key informant interviews and focus groups.
- b. Deliverable 2 - Summary of information gathered through secondary data analysis for answering research question 1 identified in Section B.2.a. of this RFA - "What impact(s) will recent policy and regulatory changes have on the need for different types of mental/behavioral health workforce positions in the PMHS?".
- c. Deliverable 3 - Summary of information gathered through key informant interviews and focus groups for answering research question 1 identified in Section B.2.a. of this RFA - "What impact(s) will recent policy and regulatory changes have on the need for different types of mental/behavioral health workforce positions in the PMHS?".
- d. Deliverable 4 - Final Report answering research question 1 identified in Section B.2.a. of this RFA - "What impact(s) will recent policy and regulatory changes have on the need for different types of mental/behavioral health workforce positions in the PMHS?". Final report shall include an overview of the methodology used and findings which address at minimum the elements outlined in Sections B.2.a.i.a) through B.2.b.i.e) of this RFA.
- e. Deliverable 5 - Proposed methodology and timeline to answer research question 2 identified in Section B.2.b. of this RFA - "What health workforce planning model(s) would most effectively address PMHS needs in California?". Proposed methodology deliverable shall at minimum:
 - i. Include the research methods for research question 2 identified in Section B.2.b.ii. of this RFA;
 - ii. Identify how all research question 2 elements outlined in Sections B.2.b.i.a) through B.2.b.i.d) will be addressed;
 - iii. Identify the extent to which county representatives and/or subject matter experts were involved in the development of methodology;

- iv. Identify facilitation guides, participant recruitment and selection processes for key informant interviews and focus groups.
- f. Deliverable 6 - Summary of information gathered through secondary data analysis for research question 2 identified in Section B.2.b. of this RFA - "What health workforce planning model(s) would most effectively address PMHS needs in California?"
- g. Deliverable 7 - Summary of information gathered through key informant interviews and focus groups for research question 2 identified in Section B.2.b. of this RFA - "What health workforce planning model(s) would most effectively address PMHS needs in California?"
- h. Deliverable 8 - Final Report answering research question 2 identified in Section B.2.b. of this RFA - "What health workforce planning model(s) would most effectively address PMHS needs in California?" Final report shall include an overview of the methodology used and findings which address at minimum the elements outlined in Sections B.2.b.i.a) through B.2.b.i.e) of this RFA.

Satisfactory completion of deliverables will be determined by OSHPD Healthcare Workforce Development Division Deputy Director and/or designee and must be consistent with the requirements specified in this RFA.

Subject to the availability of funds, the period of this Research Agreement will be from May 2, 2016 through May 2, 2017.

Carefully review and consider the Scope of Work located in Attachment 7 (Sample Research Agreement) of this RFA, in order to complete your application.

C. Minimum Qualifications for Applicants

1. Applications are requested from any public, private, and/or non-profit organizations that are able to complete all of the activities as described in Section B "Purpose and Description of Services".
2. Additionally, each of the minimum qualifications below shall be met by one or more individuals of the applicant's organization.
 - a. Comparable experience in evaluation and researching workforce planning
 - b. Experience that demonstrates capability to manage a project of similar duration and funding
 - c. Demonstrated experience in setting up and working with mental/behavioral health organizations, social services programs, data, and research experts
 - d. Familiarity with California's PMHS
 - e. Familiarity with the Affordable Care Act

D. Developing an Application

In order to develop a successful application, applicants will be required to be responsive to this RFA in its entirety; however, emphasis should be placed on providing the following:

1. Executive Summary: Provide a brief overview of your organizations/firm's history, mission, and ability to provide the services detailed in Section B "Purpose and Description of Services" above, and meet qualifications detailed in Section C "Minimum Qualifications for Applicants".
2. Narrative and Work Plan: As a part of Attachment 4, (Required Application Components as Defined in Section D "Developing an Application") of this RFA, the applicant shall provide a comprehensive narrative and detailed work plan which demonstrates an overall

understanding of the RFA requirements and scope of services. Applicants should provide a sufficiently detailed proposed methodology for the completion and management of all services. Specifically the narrative and work plan should include the following in the order as follows:

- a. A detailed description of the methodology/strategies, work plan/timeline, and key milestones that will be used to answer research question 1 of this RFA - "What impact(s) will recent policy and regulatory changes have on the need for different types of mental/behavioral health workforce positions in the PMHS?"; and
 - b. A detailed description of the methodology/strategies, work plan/timeline, and key milestones that will be used to answer research question 2 identified of this RFA - "What health workforce planning model(s) would most effectively address PMHS needs in California?"
3. Project Personnel:
- a. The Applicant shall provide information regarding the proposed project team including a list of all proposed team members/personnel, their titles, and a brief description of their current jobs including applicable experience to services that are required of this RFA.
 - b. Include a description of the staffing plan for this project (i.e. each person's proposed role on the team including the percentage of time that each individual would put forth on this project).
 - c. Identify any sub-contractors that are planned to assist in accomplishing the services described in Section B "Purpose and Description of Services" of the RFA including their roles, abilities to provide services, and applicable qualifications. The applicant will clearly state the projected number of hours the sub-contractors will spend on the project and the geographic location, if applicable.
4. Professional References: Any application must be accompanied by two (2) professional references as provided in Attachment 3 (Applicant References) of the RFA that describe the applicant's ability to engage in activities outlined in Section B "Purpose and Description of Services" and Scope of Work in Attachment 7 (Sample Research Agreement) of this RFA.
5. Cost Detail Format and Requirements:
- a. The total cost of all tasks through the duration of the Contract for Fiscal Year (FY) 2015-16 and FY 2016-17, cannot exceed \$150,000.
 - b. Applicants **shall use** Attachment 5 (Sample Rate Proposal Worksheet) of this RFA to prepare the cost detail for submission.
 - c. The eight major budget categories under this RFA are in alignment with the eight deliverables as identified below and defined in section B.4. on pages 5 and 6 of this RFA. For each of the eight deliverables, applicants must identify personnel costs, other costs and total costs (personnel cost + other costs). Other costs are defined as costs other than direct personnel cost which are attributed to the completion of the deliverable (e.g., travel, supplies, operating expenses. etc.) and cannot exceed 15 percent of each respective deliverable. Payments will be made only after the successful completion of each deliverable by the rate specified in Attachment 5 (Sample Rate Proposal Worksheet) of this RFA.
 - i. Deliverable 1 - Proposed methodology and timeline to answer research question 1 identified in Section B.2.a. of this RFA.
 - ii. Deliverable 2 - Summary of information gathered through secondary analysis for answering research question 1 identified in Section B.2.a. of this RFA.
 - iii. Deliverable 3 - Summary of information gathered through key informant interviews and focus groups for answering research question 1 identified in Section B.2.a. of this RFA.

- iv. Deliverable 4 - Final Report answering research question 1 identified in Section B.2.a. of this RFA.
- v. Deliverable 5 - Proposed methodology and timeline to answer research question 2 identified in Section B.2.b. of this RFA.
- vi. Deliverable 6 - Summary of information gathered through secondary data analysis for research question 2 identified in Section B.2.b. of this RFA.
- vii. Deliverable 7 - Summary of information gathered through key informant interviews and focus groups for research question 2 identified in Section B.2.b. of this RFA.
- viii. Deliverable 8 - Final Report answering research question 2 identified in Section B.2.b. of this RFA.

E. Application Requirements and Information

1. Key Action Dates:

Event	Date	Time (PST)
RFA available to prospective Applicants	January 26 , 2016	5:00 PM
Written Question Submittal Deadline	February 2, 2016	4:00 PM
Written responses, if any, to be posted	February 9, 2016	5:00 PM
Mandatory Pre-Application Conference Date	February 11, 2016	3:00 PM
Questions & Answers from Mandatory Pre-Application Conference Posted	February 19, 2016	4:00 PM
Final Date for Application Submission	March 18, 2016	3:30 PM
Notice of Intent to Contract	April 1, 2016	4:00 PM
Proposed Research Agreement Start Date	May 2, 2016	N/A

2. Mandatory Pre-Application Conference:

- a. A mandatory pre-application conference is scheduled on **February 11, 2016** 3:00 PM, PST 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. It is recommended that a potential Applicant's legal and/or contract's office participate in the pre-application conference.

- 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) 326-3635 no later than the fifth working day prior to the scheduled date and time of the mandatory pre-application conference 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. All applications must be submitted under sealed cover and received by OSHPD by the date and time shown in Section E. Application Requirements and Information, item 1. Key Action Dates of this RFA. Applications received after this date and time will not be considered.
- c. A minimum of one (1) original copy of the application must be submitted. The original proposal 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. In addition, applicant MUST submit an electronic copy of the application either by e-mail to OSHPD.MHSAWET@oshpd.ca.gov or include a CD of the application with the submission of the application package.
- 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, 3-hole punch, etc.).
- e. The application envelopes must be plainly marked with the RFA number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

Office of Statewide Health Planning and Development
Attn: John Madriz, Healthcare Workforce Development Division
400 R Street, Suite 330
Sacramento, CA 95811
RFA #15-6414

Evaluation of Changing and Emerging Needs of Public
Mental/Behavioral Health Workforce

DO NOT OPEN

- f. You are advised that you are responsible for ensuring that your application is received by the above listed contact person by the time and date required. Any application reaching the contact person 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 Attachments Checklist) of this RFA. 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. OSHPD may reject any or all applications and may waive an immaterial deviation in an application. OSHPD'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 entering into the Agreement are entirely the responsibility of the applicant and shall not be charged to OSHPD.
 - m. An individual who is authorized to bind the applying firm contractually shall sign Attachment 2 (Application/Applicant Certification Sheet) of this RFA. 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 final date for application submission as set forth in Section E Item 1, "Key Action Dates". Application modifications offered in any other manner, oral or written, will not be considered.
 - o. An applicant may withdraw its application by submitting a written withdrawal request to OSHPD, signed by the applicant or an authorized agent in accordance with (c) above. An applicant may thereafter submit a new application prior to the application submission deadline. Applications may not be withdrawn without cause subsequent to application submission deadline.
 - p. OSHPD may modify the RFA prior to the date fixed for submission of application 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 enter into an Agreement and will not enter into an Agreement if budget authority is not granted.
 - r. Before submitting a response to this solicitation, bidders should review, correct all errors and comply with the RFA requirements.
 - s. Where applicable, the applicant should carefully examine work sites and specifications. No additions or increases to the Agreement amount will be made due to a lack of careful examination of work sites and specifications.
 - t. OSHPD does not accept alternate Agreement language from an applicant. An application with such language will be considered a counter offer and will be rejected. The Terms and Conditions outlined in Attachment 7 (Sample Research Agreement) of this RFA are not negotiable.
 - u. No oral understanding or agreement shall be binding on either party.
4. Evaluation Process:
One Agreement will 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 which provide references which do not support an attribute or condition claimed by the applicant may be rejected.
 - c. The final award will be given to the highest scored application. OSHPD, at its discretion, may select the top two proposers that have scored the highest overall in the RFA Technical Merit Scoring Criteria, for interviews. Final points will be assigned upon completion of any optional interviews. In conducting interviews, there shall be no disclosure of any information derived from proposals submitted by competing entities. Applicants shall be responsible for all costs associated with the interview.
 - d. The following evaluation tool will be used to score applications:

Evaluation Tool				Maximum Points
Technical Merit Scoring Criterion				
Narrative and Work Plan (Maximum 30 points)	Poor 0 points	Satisfactory 1-3 points	Excellent 4-5 points	30
Proposes effective methodology to successfully answer research question 1, identified in Section B.2.a. of this RFA				
Proposes effective methodology to successfully answer research question 2, identified in Section B.2.b. of this RFA				
Proposes adequate work plan/ timeline to successfully answer research question 1, identified in Section B.2.a. of this RFA				
Proposes adequate work plan/ timeline to successfully answer research question 2, identified in Section B.2.b. of this RFA				
Proposes adequate key milestones to successfully answer research question 1, identified in Section B.2.a. of this RFA				
Proposes adequate key milestones to successfully answer research question 2, identified in Section B.2.b. of this RFA				
Applicant Qualifications (Maximum 25 points)	Poor 0 points	Satisfactory 1-3 points	Excellent 4-5 points	25
Comparable experience in the evaluation and research of workforce planning				
Demonstrates the capability to manage a project of similar duration and funding				
Demonstrated experience in setting up and working with mental/behavioral health organizations, social services programs, data, and research experts				
Demonstrated a familiarity with California's PMHS				
Demonstrates a familiarity with the Affordable Care Act				
Project Personnel (Maximum 15 points)	Poor 0 points	Satisfactory 1-3 points	Excellent 4-5 points	15
Provides proposed project team including a list of all proposed team members/personnel, their titles, and a brief description of their current jobs				
Provides successful staffing plan for this project (i.e. each person's proposed role on the team, including the percent time that each would put forth on this project)				
Proposed Project Personnel demonstrates applicable experience in program evaluation.				

References (Maximum 10 points)	Poor 0-3 points	Satisfactory 4-7 points	Excellent 8-10 points	10
References demonstrates applicant's capacity to engage in services as described in Section B. Purpose and Description of Services				
Cost Lowest Bidder: Maximum points 20 Other Bidders: Low Bid /bid x 20 = cost points Example Bid 1 \$125,000 = 20 points Bid 2 \$140,000 ($\$125,000/\$140,000 \times 20$) = 17.8 Points Bid 3 \$150,000 ($\$125,000/\$150,000 \times 20$)= 16.6 Points				20
Total Possible Technical Merit Points				100
Interview Points Scoring Criteria (If Requested by OSHPD)				Maximum Points
Interview (If Requested by OSHPD) (Maximum 30 points) This oral interview will allow finalists to demonstrate their understanding of the project objectives, ability to integrate their ideas into the OSHPD's overall objectives, and to articulate their capability to meet or exceed the requirements of this RFA. The following traits are considered especially important for the interview: <ul style="list-style-type: none"> • Quality and completeness of answers to questions regarding the proposal. • Professionalism of personnel assigned to the Contract. • Ability to integrate its ideas into the OSHPD's overall objectives. • Quality of proposed strategies and work samples. 	Poor 0-10 points	Satisfactory 11-20 points	Excellent 21-30 points	30
Total Possible Interview Points				30
Total Possible Overall Points (Technical Merit + Interview (if applicable))				130

5. Selection and Protest:

- a. A total of \$150,000 shall be available for the Evaluation of Changing and Emerging Needs of Public Mental/Behavioral Health Workforce Contract for FY 2015-16 and FY 2016-17.
- b. The total costs of all tasks and milestones shall not exceed \$150,000.
- c. OSHPD reserves the right to determine the number of Agreement(s) to be awarded. For purposes of awarding this Agreement under this RFA, OSHPD is exempt from the Public Contract Code and the state administrative manual pursuant to Welfare and Institutions Code sections 5814(g) and 5897(e).
- e. In accordance with Government Code section 11256, OSHPD reserves the right to enter into an Interagency Agreement with a Researcher if the Researcher is a State agency.
- f. Notice of the proposed award shall be posted in a public place in the offices of OSHPD, 400 R Street, Room 359, for five (5) working days prior to awarding the Agreement.
- g. Protest Procedures
 - i. A Letter of Protest must be received at the following address not later than five (5) working days (excluding the first day and including the last day) from the date of the posting of Notice of Intent to Award:

RFA # 15-6414

Evaluation of Changing and Emerging Needs of
Public Mental/Behavioral Health Workforce

Letter of Protest

Office of Statewide Health Planning and Development

400 R Street, Suite 330

Sacramento, CA 95811

Attn: John Madriz

- 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 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 Research Agreement shall not be awarded until OSHPD has reviewed the protest.
- v. OSHPD's decision will be rendered within five (5) working days of the receipt of the Letter of Protest and will be considered final.

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 Agreement will begin on **May 2, 2016**. No work shall begin until all approvals have been obtained.
- b. Should the Researcher fail to commence work at the agreed upon time, OSHPD, upon five (5) days written notice to the Researcher, reserves the right to terminate the Agreement.
- c. All performance under the Agreement shall be completed on or before the termination date of the Agreement.
- d. OSHPD will evaluate the Researcher(s)' performance to determine whether and to what extent they are meeting the deliverables.
- e. OSHPD reserves the right to cancel the 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 Attachments Check List
- Attachment 2 Application/Applicant Certification Sheet
- Attachment 3 Applicant References
- Attachment 4 Required Application Components as Defined in Section D
"Developing an Application"
- Attachment 5 Sample Rate Proposal Worksheet
- Attachment 6 Payee Data Record (STD 204)
- Attachment 7 Sample Research Agreement has been included for your reference only.
Only the successful applicant(s) will submit these documents, after the
award is made.

ATTACHMENT 1
REQUIRED ATTACHMENTS 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 OSHPD. For your application to be responsive, all required attachments must be returned. This checklist must be returned with your application package also.

<u>✓</u>	<u>Attachment</u>	<u>Attachment Name/Description</u>
_____	Attachment 1	Required Attachments Check List
_____	Attachment 2	Application/Applicant Certification Sheet
_____	Attachment 3	Applicant References
_____	Attachment 4	Required Application Components as Defined in Section D “Developing an Application”
_____	Attachment 5	Sample Rate Proposal Worksheet
_____	Attachment 6	Payee Data Record (STD 204)

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. Application Requirements and Information or the "Sample Contract" 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/Applicant Certification Sheet May Be Cause for Rejection

Company Name	Telephone Number
Address	Fax Number
Name	Title
Signature	Date

ATTACHMENT 3**APPLICANT REFERENCES**

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

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

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?			

ATTACHMENT 4

REQUIRED APPLICATION COMPONENTS AS DEFINED IN SECTION D “DEVELOPING AN APPLICATION”

(Attachment 4 should include the Executive Summary, Narrative and Work Plan and Information on Project Personnel)

ATTACHMENT 5**SAMPLE RATE PROPOSAL WORKSHEET**

Applicant Name: _____

Applicant hereby proposes to furnish all services and to perform all work required in accordance with the conditions and scope of services as set forth in the Scope of Work and activities outlined in the application. If awarded, the rates and budget line items outlined in this proposal worksheet shall be contractually binding and used when invoicing OSHPD for services provided under the Agreement.

Total Proposal Budget: \$ _____

(The total budget for all tasks through the duration of the Research Agreement for FY 2015-16 and FY 2016-17, cannot exceed \$150,000.

Summary of Costs by Deliverable:

The eight major budget categories under this RFA are in alignment with the eight deliverables as identified below and defined in section B.4. on pages 5 and 6 of this RFA. For each of the eight deliverables, applicants must identify personnel costs, other costs and total costs (personnel cost + other costs). Other costs are defined as costs other than direct personnel cost which are attributed to the completion of the deliverable (e.g. travel, supplies, operating expenses. etc.) and cannot exceed 15 percent of each respective deliverable. Once awarded, payments will be made only after the successful completion of each deliverable by the rate specified herein for the selected applicant.

Budget Line Item	Cost
Deliverable 1 - Proposed methodology and timeline to answer research question 1 identified in Section B.2.a. of this RFA	
<Personnel 1>: \$ _____ /Hour x # Hours	\$
<Personnel 2>: \$ _____ /Hour x # Hours	\$
<Other Cost 1>	\$
<Other Cost 2>	\$
Total Cost for Deliverable 1	\$
Deliverable 2 - Summary of information gathered through secondary analysis for answering research question 1 identified in Section B.2.a. of this RFA.	
<Personnel 1>: \$ _____ /Hour x # Hours	\$
<Personnel 2>: \$ _____ /Hour x # Hours	\$
<Other Cost 1>	\$
<Other Cost 2>	\$
Total Cost for Deliverable 2	\$
Deliverable 3 - Summary of information gathered through direct county outreach for answering research question 1 identified in Section B.2.a. of this RFA.	
<Personnel 1>: \$ _____ /Hour x # Hours	\$
<Personnel 2>: \$ _____ /Hour x # Hours	\$
<Other Cost 1>	\$
<Other Cost 2>	\$
Total Cost for Deliverable 3	\$

<p>Deliverable 4 - Final Report answering research question 1 identified in Section B.2.a. of this RFA.</p> <p><Personnel 1>: \$ _____ /Hour x # Hours <Personnel 2>: \$ _____ /Hour x # Hours <Other Cost 1> <Other Cost 2></p> <p>Total Cost for Deliverable 4</p>	<p>\$ \$ \$ \$ \$</p>
<p>Deliverable 5 - Proposed methodology to answer research question 2 identified in Section B.2.b. of this RFA.</p> <p><Personnel 1>: \$ _____ /Hour x # Hours <Personnel 2>: \$ _____ /Hour x # Hours <Other Cost 1> <Other Cost 2></p> <p>Total Cost for Deliverable 5</p>	<p>\$ \$ \$ \$ \$</p>
<p>Deliverable 6 - Summary of information gathered through key informant interviews, focus groups, and direct county outreach for research question identified 2 in Section B.2.b. of this RFA.</p> <p><Personnel 1>: \$ _____ /Hour x # Hours <Personnel 2>: \$ _____ /Hour x # Hours <Other Cost 1> <Other Cost 2></p> <p>Total Cost for Deliverable 6</p>	<p>\$ \$ \$ \$ \$</p>
<p>Deliverable 7 - Summary of information gathered through secondary analysis for research question 2 identified in Section B.2.b. of this RFA.</p> <p><Personnel 1>: \$ _____ /Hour x # Hours <Personnel 2>: \$ _____ /Hour x # Hours <Other Cost 1> <Other Cost 2></p> <p>Total Cost for Deliverable 7</p>	<p>\$ \$ \$ \$ \$</p>
<p>Deliverable 8 - Final Report answering research question 2 identified in Section B.2.b. of this RFA.</p> <p><Personnel 1>: \$ _____ /Hour x # Hours <Personnel 2>: \$ _____ /Hour x # Hours <Other Cost 1> <Other Cost 2></p> <p>Total Cost for Deliverable 8</p>	<p>\$ \$ \$ \$ \$</p>

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 7

SAMPLE RESEARCH AGREEMENT

CONTRACT BETWEEN THE
OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT AND
«Contractor_Name»

For The

EVALUATION OF CHANGING AND EMERGING NEEDS OF PUBLIC MENTAL/BEHAVIORAL
HEALTH WORKFORCE RESEARCH AGREEMENT NUMBER «Contract_Number»

THIS RESEARCH AGREEMENT (“Contract”) is entered into on «TermStart» (“Effective Date”) by and between the State of California, Office of Statewide Health Planning and Development (hereinafter “OSHPD”) and «Researcher_Name», (the “Researcher”).

WHEREAS, OSHPD’s 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 mandates OSHPD to develop a Mental Health Services Act (“MHSA”) Workforce Education and Training (“WET”) Five-Year Plan.

WHEREAS, counties and community stakeholders have identified the need to engage in the Evaluation of Changing and Emerging Needs of Public Mental/Behavioral Health Workforce.

WHEREAS, evaluating the mental/behavioral health workforce needs of the Public Mental Health System (PMHS) was included as a priority strategy under the MHSA WET Five-Year Plan 2014-2019 which was approved by the California Mental Health Planning Council.

WHEREAS, the Researcher applied to participate in the Evaluation of Changing and Emerging Needs of Public Mental/Behavioral Health Workforce., by submitting an application in response to the Evaluation of Changing and Emerging Needs of Public Mental/Behavioral Health Workforce Request for Application, dated January 26, 2016 (“RFA #15-6414”).

WHEREAS, the Researcher was selected by OSHPD to receive contract funds through procedures duly adopted by OSHPD for the purpose of administering such contracts.

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

A. Definitions:

1. “Application” means the grant application/proposal submitted by Researcher in response to RFA #15-6414.
2. “Community Based Organization (CBO)” means a public or private nonprofit that is representative of a community or a significant segment of a community and is engaged in providing public mental health system services.
3. “Consumer” means as referred to as Client in *Title 9, CCR, 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. "Director" means the Director of the Office of Statewide Health Planning and Development or his designee.
5. "Agreement Number" means Agreement Number «Agreement_Number» awarded to the Researcher.
6. "Funds" means the money provided by OSHPD for the project described by the Researcher in its application and Scope of Work.
7. "Inappropriately Served" means populations that are not being provided appropriate culturally responsive and/or culturally appropriate services and are provided services often inconsistent with evidence-based and/or community-identified practices.
8. "Other Sources of Funds" means all cash, donations, or in-kind contributions that are required or used to complete the Project beyond in addition to the contract funds provided by this Agreement.
9. "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. *Title 9, CCR, 3200.253*
10. "Public Mental Health System Workforce" means current and prospective department and/or county personnel, county contractors, volunteers, and staff in community-based organizations, who work or will work in the Public Mental Health System. *Title 9, CCR, 3200.254*
11. "Research Representative" means the representative of the Researcher.
12. Severe Mental Illness: "serious mental disorder" means a mental disorder that is severe in degree and persistent in duration, which may cause behavioral functioning which interferes substantially with the primary activities of daily living, and which may result in an inability to maintain stable adjustment and independent functioning without treatment, support, and rehabilitation for a long or indefinite period of time. Serious mental disorders include, but are not limited to, schizophrenia, bipolar disorder, post-traumatic stress disorder, as well as major affective disorders or other severely disabling mental disorders. *WIC 5600.3 (b)(1)*
13. "State" means the State of California and includes all its departments, agencies, committees and commissions.
14. "Underrepresented" means populations that are underrepresented in the mental health professions relative to their numbers in the total population
15. "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. Title 9, CCR, 3200.300

16. "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. Title 9, CCR, 3200.310

B. Term of the Agreement: This Agreement shall take effect on the <Effective Date> and shall terminate on «TermEnd».

C. Scope of Work:

1. The two research questions and methods to address each research question which the Researcher shall address via this contract include:

i. Research Question 1: What impact(s) will recent policy and regulatory changes have on the need for different types of mental/behavioral health workforce positions in the PMHS?

a. Research Question 1 Elements: To answer the aforementioned research question, the Researcher shall produce reports that analyze the impact the following issues have had or will have on the need for different types of mental/behavioral health workforce in California's PMHS. The reports shall include at a minimum:

- 1) Impact of the Affordable Care Act (e.g., change in mental/behavioral health services demand and change in mental/behavioral health workforce supply)
- 2) Impact of recently implemented or proposed scope of practice changes
- 3) Impact of mental health parity
- 4) Impact of emerging healthcare delivery and financing models
- 5) Impact of any other state or federal legislation and/or regulatory changes

b. Research Methods for Research Question 1: The Researcher shall implement, at a minimum, the following two methods to address the research question 1 listed above in section C.1.i (Including sub-sections): 1) Secondary data analysis and 2) Key informant interviews and focus groups

- 1) Secondary Data Analysis - The Researcher shall conduct secondary data analysis on all available and relevant reports, literature, and/or data from any government and non-government sources.
- 2) Key Informant Interviews and Focus Groups - The Researcher shall conduct key informant interviews and focus groups with individuals that have knowledge and/or expertise of the issues identified above in Research question 1 section C.1.i.1) through C.1.i.5).

ii. Research Question 2: What health workforce planning model(s) would most effectively address PMHS needs in California?

- a. Research Question 2 Elements: To answer the aforementioned question, the Researcher will design relevant metrics, perform analyses, and produce reports that assess the effectiveness of workforce planning model(s) that would address California's PMHS needs. At minimum, the analysis of this research question should include the following:
 - 1) Summary and analysis of current workforce planning models being used in the PMHS throughout California.
 - 2) Analysis of effective workforce planning models being used in public systems throughout other parts of the nation.
 - 3) Analysis of the effectiveness and use of different provider types who provide alike services.
 - 4) Develop a workforce planning model(s) that would most effectively address PMHS needs throughout different Counties in California.
 - b. Research Methods for Research Question 2: The Researcher shall implement, at a minimum, the following two methods to address the research question 2 listed above in Section C.1.ii. (Including sub-sections): 1) Secondary data analysis and 2) Key informant interviews and focus groups.
 - 1) Secondary Data Analysis - The Researcher shall conduct secondary data analysis on all available and relevant reports, literature, or data from any government and non-government source
 - 2) Key Informant Interviews and Focus Groups - The Researcher shall identify a sample and conduct key informant interviews and focus groups with individuals that have expertise in and/or perform/implement health workforce planning models throughout the state and nation.
2. To address the research questions and methods to address each respective research question above, the Researcher shall complete the following eight deliverables.
- i. Deliverable 1 - Proposed methodology and timeline to answer research question 1 identified in Section C.1.i. of this Agreement - "What impact(s) will recent policy and regulatory changes have on the need for different types of mental/behavioral health workforce positions in the PMHS?". Proposed methodology deliverable shall at minimum:
 - a. Include the research methods for research question 1 identified in Section C.1.i.b. of this Agreement;
 - b. Identify how all research question 1 elements outlined in Sections C.1.i.a.1) and C.1.i.a.5) will be addressed;
 - c. Identify the extent to which county representatives and/or subject matter experts were involved in the development of the proposed methodology; and
 - d. Identify facilitation guides, participant recruitment and selection processes for key informant interviews and focus groups.
 - ii. Deliverable 2 - Summary of information gathered through secondary analysis for answering research question 1 identified in Section C.1.i. of this Agreement- "What impact(s) will recent policy and regulatory changes have on the need for different types of mental/behavioral health workforce positions in the PMHS?".
 - iii. Deliverable 3 - Summary of information gathered through key informant interviews and focus groups for answering research question 1 identified in Section C.1.i. of this Agreement - "What impact(s) will recent policy and regulatory changes have on the need for different types of mental/behavioral health workforce positions in the PMHS?".

- iv. Deliverable 4 - Final Report answering research question 1 identified in Section C.1.i. of this Agreement- "What impact(s) will recent policy and regulatory changes have on the need for different types of mental/behavioral health workforce positions in the PMHS?". Final report shall include an overview of the methodology used and findings which address at minimum the elements outlined in section C.1.i.a.1) through C.1.i.a.5) of this Agreement.
 - v. Deliverable 5 - Proposed methodology and timeline to answer research question 2 identified in Section C.1.ii of this Agreement - "What impact(s) will recent policy and regulatory changes have on the need for different types of mental/behavioral health workforce positions in the PMHS?". Proposed methodology deliverable shall at minimum:
 - a. Include the research methods for research question 2 identified in Section C.1.ii.b. of this Agreement;
 - b. Identify how all research question 2 elements outlined in section C.1.ii.a.1) through C.1.ii.a.4) will be addressed;
 - c. Identify the extent to which county representatives and/or subject matter experts were involved in the development of methodology; and
 - d. Identify facilitation guides, participant recruitment and selection processes for key-informant interviews and focus groups.
 - vi. Deliverable 6 - Summary of information gathered through secondary data analysis for research question 2 identified in Section C.1.ii. of this Agreement - "What health workforce planning model(s) would most effectively address PMHS needs in California?".
 - vii. Deliverable 7 - Summary of information gathered through key informant interviews and focus groups for research question 2 identified in Section C.1.ii. of this Agreement - "What health workforce planning model(s) would most effectively address PMHS needs in California?".
 - viii. Deliverable 8 - Final Report answering research question 2 identified in Section C.1.ii. of this Agreement - "What health workforce planning model(s) would most effectively address PMHS needs in California?". Final report shall include an overview of the methodology used and findings which address at minimum the elements outlined in section C.1.ii.a.1) through C.1.ii.a.4) of this Agreement.
3. A full draft of all deliverables shall be submitted to OSHPD a minimum of three weeks prior to the final deliverable due dates, in order to allow OSHPD staff time to review and provide feedback that shall then be incorporated into the final deliverable by the Researcher prior to final submission. Researcher shall be given a minimum of one week to make final revisions prior to Deliverable deadline. Satisfactory completion of deliverables will be determined by OSHPD HWDD Deputy Director and/or designee and must be consistent with the requirements specified in this RFA.
 4. OSHPD reserves the right to cancel this Agreement in accordance with Section I. Terms and Conditions, if, in any fiscal year, the deliverables do not meet OSHPD's expectations.

D. Communication Requirements:

1. The Researcher is expected to adhere to a method and timetable for ongoing communication with OSHPD and relevant constituents regarding progress within all facets of this project. Specifically, the Researcher shall:
 - i. Maintain ongoing interaction with OSHPD staff and other OSHPD constituents (e.g., WET Advisory Committee and California Behavioral Health Director's Association) as requested.

- ii. Participate in bi-weekly briefing calls with OSHPD staff to discuss project progress and the status of Deliverables.

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 Researcher in accordance with the rates specified in Section F. Budget Detail.
2. The Researcher shall not invoice OSHPD for work performed under this Agreement until the Researcher receives confirmation from OSHPD that the progress reports and/or Deliverable(s) reflected in the invoice have been completed to OSHPD's satisfaction.
3. Invoices will not be paid until the progress report and/or Deliverable(s) is reviewed and approved.
4. The total amount payable to the Researcher under this Agreement shall not exceed «Amount» («Amt_Spelled»).
5. The following items are required on all invoices:
 - i. Invoice should be on the Researchers printed letterhead with the Researcher name and address;
 - ii. Costs incurred shall be itemized in accordance with Section F. Budget Detail;
 - iii. Date(s) of services or Progress reports provided;
 - iv. OSHPD Agreement number xx-xxxx;
 - v. Invoice date;
 - vi. Invoice total; and
 - vii. Authorizing signature.
6. To expedite the processing of invoices submitted to OSHPD for payment, all invoices shall be submitted in triplicate to OSHPD Accounting at the following address:

Office of Statewide Health Planning and Development (OSHPD)
Attn: Accounting 400 R Street, Suite 359
Sacramento, CA 95811
7. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

F. Budget Detail:

1. OSHPD shall reimburse the Researcher for the expenses incurred in completing the Deliverable(s) but in no event shall total funding under this Agreement exceed the total Grant Amount.
2. The reimbursement shall not exceed the following cost per budget line item.

Budget Line Item	Cost
Deliverable 1 - Proposed methodology and timeline to answer research question 1 identified in Section C.1.i. of this Agreement	
Total Cost for Deliverable 1	\$
Deliverable 2 - Summary of information gathered through secondary analysis for answering research question 1 identified in Section C.1.i. of this Agreement.	
Total Cost for Deliverable 2	\$
Deliverable 3 - Summary of information gathered through direct county outreach for answering research question 1 identified in Section C.1.i. of this Agreement.	
Total Cost for Deliverable 3	\$
Deliverable 4 - Final Report answering research question 1 identified in Section C.1.i. of this Agreement.	
Total Cost for Deliverable 4	\$
Deliverable 5 - Proposed methodology to answer research question 2 identified in Section C.1.ii. of this Agreement.	
Total Cost for Deliverable 5	\$
Deliverable 6 - Summary of information gathered through key informant interviews, focus groups, and direct county outreach for research question identified 2 in Section C.1.ii. of this Agreement.	
Total Cost for Deliverable 6	\$
Deliverable 7 - Summary of information gathered through secondary analysis for research question 2 identified in Section C.1.ii. of this Agreement.	
Total Cost for Deliverable 7	\$
Deliverable 8 - Final Report answering research question 2 identified in Section C.1.ii. of this Agreement.	
Total Cost for Deliverable 8	\$

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 research, this Agreement shall be of no further force and effect. In this event, the OSHPD shall have no liability to pay any funds whatsoever to Researcher or to furnish any other considerations under this Agreement and the Researcher 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 research, the OSHPD shall have the option to either cancel this Agreement with no liability occurring to the OSHPD, or offer an Agreement amendment to the Researcher to reflect the reduced amount.

H. Budget Adjustments:

1. Budget adjustments consisting of a change within the approved budget, that does not amend the total amount of the Agreement, may be requested.
2. All requests to change the budget shall be submitted in writing for OSHPD approval and shall include an explanation for the reallocation of funds by the Researcher. An accounting of how the funds were expended will also be submitted with the final report.
3. 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 ninety (90) calendar days prior to the expiration of the Agreement. There shall be no activity on an Agreement after its expiration.

I. Terms and Conditions:

Except as provided in Appendix 1, Terms and Conditions for Interagency Agreements, the following terms and conditions shall apply to all Researchers. 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 the Appendix shall replace the language in this Section I. General Terms and Conditions. The Terms and Conditions in this Section I. shall apply to all Researchers except the State of California, University of California and California State University. In the event the State of California, University of California and California State University is selected, the language in the Appendix shall replace the Terms and Conditions found in this Section.

1. Time: Time is of the essence in this Agreement. Researcher will submit the required deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and scheduling issues, to adhere to the terms of the Agreement, is the sole responsibility of the Researcher.
2. Final Agreement: This Agreement, along with the Researcher's Application, exhibits and forms constitutes the entire and final Agreement between the parties and supersedes any and all prior oral or written agreements or discussions.
3. Ownership and Public Records Act: All reports and the supporting documentation and data collected during the funding period which are embodied in those reports, shall become the property of the State and subject to disclosure under the Public Records Act.

4. **Additional Audits:** Researcher agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Researcher agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Researcher 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, Researcher 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. title. 2, §1896).
5. **Provisions Relating to Data.**
 - i. "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 modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, Compact Disk (CD), flash drives, computer printouts, or may be retained in computer memory.
 - ii. "Generated data" is that data, which a Researcher 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 Researcher in the performance of this Agreement at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data. "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.
 - iii. Prior to the expiration of any legally required retention period and before destroying any data, Researcher shall notify the State of any such contemplated action; and State may within thirty (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. State shall have unrestricted reasonable access to the data that are preserved in accordance with this Agreement.
 - iv. Researcher shall use 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 Contractor:** Researcher and the agents and employees of Researcher, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
7. **Non-Discrimination Clause:** During the performance of this Agreement, Researcher 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. Researcher and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Researcher 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, Section 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. Researcher 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 will not operate or be construed as a waiver of any other subsequent breach by OSHPD expressly reserves the right to disqualify Researcher from any future contracts or 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. Researcher 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 agreement not incorporated in the Agreement is binding on any of the parties.
11. Assignment: This Agreement is not assignable by the Researcher, either in whole or in part, without the consent of the State in the form of a formal written amendment.
12. Indemnification: Researcher 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 Researcher'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 Researcher in the performance of this Agreement.
13. Disputes: Researcher shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement, shall be resolved as follows:
 - i. The Researcher will discuss the problem informally with the Program Manager. If unresolved, the problem shall be presented, in writing, as a grievance to the Deputy Director, Healthcare Workforce Development Division stating the issues in dispute, the legal authority or other basis for the Researcher's position and the remedy sought.
 - ii. The Deputy Director shall make a determination within ten (10) working days after receipt of the written grievance from the Researcher and shall respond in writing to the Researcher indicating the decision and reasons for it.
 - iii. Researcher may appeal the decision of the Deputy Director by submitting written notice to the Director of its intent to appeal, within ten (10) working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the Researcher within twenty (20) working days of receipt of the researcher's letter. The Director's decision will be final.
14. Termination For Cause: OSHPD may terminate this Agreement and be relieved of any payment obligations should the Researcher 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 Researcher, and no subcontract shall relieve the Researcher of its responsibilities and obligations hereunder. The Researcher 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 Researcher. The Researcher's obligation to pay its subcontractors is an independent obligation from OSHPD's obligation to disburse Funds to the Researcher. 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 Agreement inquiries to:

State Agency: Office of Statewide Health Planning and Development (OSHPD)	Researcher: «Researcher_Name»
Section/Unit: Healthcare Workforce Development Division (HWDD)/ Workforce Education and Training	
Name:	Name (Main Contact): «CO_First_Name» «CO_Last_Name» «Researcher_Officer_Title»
Address: 400 R Street, Suite 330 Sacramento, CA 95811-6213	Address: «Researcher_Street_Address», «Researcher_Ste» «Researcher_City», «State» «Zip»
Phone:	Phone: «Researcher_Phone»
Email:	Email: «Researcher_Email_»

The project representatives during the term of this Agreement will be:

State Agency: OSHPD	Research Representative:
Section/Unit: HWDD/ Workforce Education and Training	
Name:	Name of Representative: «lblProgramDirector»,
Address: 400 R Street, Suite 330 Sacramento, CA 95811-6213	Address: «Address» «City», «State1»«Zip»
Phone:	Phone: «PR_Phone»
Email:	Email: «PR_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

«Researcher_Name»

Signature: _____

Signature: _____

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPENDIX

TERMS AND CONDITIONS FOR INTERAGENCY AGREEMENTS

1. Time: Time is of the essence in this Agreement. Researcher will submit the required deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and scheduling issues, to adhere to the terms of the Agreement, is the sole responsibility of the Researcher.
2. Final Agreement: This Agreement, along with the Researchers' Application, exhibits and forms constitutes the entire and final Agreement between the parties and supersedes any and all prior oral or written agreements or discussions.
3. Additional Audits: Researcher agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Researcher agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Researcher 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 Researcher 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).
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 - ii. "Generated data" is that data, which a Researcher 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 Researcher in the performance of this Agreement at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
 - iii. "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.
 - iv. Prior to the expiration of any legally required retention period and before destroying any data, Researcher shall notify the State of any such contemplated action; and State may within thirty (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. State shall have unrestricted reasonable access to the data that are preserved in accordance with this Agreement.

- v. Researcher shall use 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 Researcher will not operate or be construed as a waiver of any subsequent breach by OSHPD expressly reserves the right to disqualify Researcher 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. Researcher may not commence performance until such approval has been obtained.
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 - i. The Researcher will discuss the problem informally with the Program Manager. If unresolved, the problem shall be presented, in writing, as a grievance to the Deputy Director, Healthcare Workforce Development Division stating the issues in dispute, the legal authority or other basis for the Researcher's position and the remedy sought.
 - ii. The Deputy Director shall make a determination within ten (10) working days after receipt of the written grievance from the Researcher and shall respond in writing to the Researcher indicating the decision and the reasons for it.
 - iii. Researcher may appeal the decision of the Deputy Director by submitting written notice to the Director of its intent to appeal, within ten (10) working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the Researcher within twenty (20) working days of receipt of the researcher'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 Researcher fail to perform the requirements of this Agreement at the time and in the manner herein provided.