REQUEST FOR APPLICATION
Education Capacity – Psychiatric Mental Health Nurse Practitioner
RFA # 14-5338
Notice to Prospective Applicants

September 30, 2014

You are invited to review and respond to this Request for Application (RFA), entitled Education Capacity – Psychiatric Mental Health Nurse Practitioner. 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 your proposed Grant Agreement.

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

The Office of Statewide Health Planning and Development (OSHPD) deadline for receipt of application submission is November 14, 2014, no later than 3:30 p.m. 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 can be submitted directly to the BidSync 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 the State unless such information is issued in writing as an official addendum, or as answers to questions at the BidSync site.

This solicitation will result in multiple awards of agreements. See Section E., item 5. Evaluation Process, for the evaluation criteria.

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 Terms and Conditions, Appendix A.

Negotiation of either version of the State of California Terms and Conditions will not be allowed.
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SECTION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Background</strong></td>
<td>3</td>
</tr>
<tr>
<td><strong>B. Purpose and Description of Services</strong></td>
<td>3-4</td>
</tr>
<tr>
<td><strong>C. Minimum Qualifications for Applicants</strong></td>
<td>4-5</td>
</tr>
<tr>
<td><strong>D. Developing an Application</strong></td>
<td>5-8</td>
</tr>
<tr>
<td><strong>E. Application Requirements and Information</strong></td>
<td>9</td>
</tr>
<tr>
<td>1. Key Action Dates</td>
<td>9</td>
</tr>
<tr>
<td>2. Mandatory Pre-Application Conference</td>
<td>9</td>
</tr>
<tr>
<td>3. Cost Detail Format and Requirements</td>
<td>10</td>
</tr>
<tr>
<td>4. Submission of Application</td>
<td>10-12</td>
</tr>
<tr>
<td>5. Evaluation Process</td>
<td>12-13</td>
</tr>
<tr>
<td>6. Award and Protest</td>
<td>14</td>
</tr>
<tr>
<td>7. Disposition of Applications</td>
<td>15</td>
</tr>
<tr>
<td>8. Agreement Execution and Performance</td>
<td>15</td>
</tr>
<tr>
<td><strong>F. Required Attachments</strong></td>
<td>15</td>
</tr>
<tr>
<td>1. Required Attachment Check List</td>
<td>16</td>
</tr>
<tr>
<td>2. Application/Applicant Certification Sheet</td>
<td>17</td>
</tr>
<tr>
<td>3. Statement of Agreement between Applicant and County/CBO/Institution</td>
<td>18</td>
</tr>
<tr>
<td>4. Work Plan and Schedule for Task Completion</td>
<td>19</td>
</tr>
<tr>
<td>5. Current Psychiatric Residency/Fellowship Program Description</td>
<td>20</td>
</tr>
<tr>
<td>6. Rate Application Worksheet</td>
<td>21</td>
</tr>
<tr>
<td>7. Payee Data Record (STD 204)</td>
<td>22-23</td>
</tr>
<tr>
<td>8. Sample Grant Agreement</td>
<td>24</td>
</tr>
<tr>
<td>Section A. Definitions</td>
<td>24-26</td>
</tr>
<tr>
<td>Section B. Terms of the Agreement</td>
<td>26</td>
</tr>
<tr>
<td>Section C. Scope of Work/Deliverables</td>
<td>27-29</td>
</tr>
<tr>
<td>Section D. Program Reports</td>
<td>29-30</td>
</tr>
<tr>
<td>Section E. Invoice</td>
<td>30</td>
</tr>
<tr>
<td>Section F. Budget Detail</td>
<td>30-32</td>
</tr>
<tr>
<td>Section G. Budget Contingency Clause</td>
<td>33</td>
</tr>
<tr>
<td>Section H. Prompt Payment Clause</td>
<td>33</td>
</tr>
<tr>
<td>Section I. Budget Adjustments</td>
<td>33</td>
</tr>
<tr>
<td>Section J. Terms and Conditions</td>
<td>33-36</td>
</tr>
<tr>
<td>Appendix A. Terms and Conditions/ Interagency Agreements</td>
<td>37-38</td>
</tr>
<tr>
<td>9. Mental Health Services Act Educational Capacity- Psychiatric Mental Health Nurse Practitioner Practice Program Progress Report</td>
<td>39-43</td>
</tr>
</tbody>
</table>
A. Background

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

The WET Program is driven by the WET Five-year Plan 2014-2019 and funded through MHSA appropriations in the State Budget and 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) for supervision of Psychiatric Mental Health Nurse Practitioners (PMHNP) in the Public Mental Health System (PMHS). Additional supervision of PMHNP students is needed to enable PMHNP programs to:

1. Provide integrated primary and behavioral health services;
2. Provide the full spectrum of nursing competencies such as:
   a. Assessment;
   b. Diagnosis;
   c. Outcomes identification;
   d. Individualized planning; and
   e. Coordination of care
3. Work on multi-disciplinary teams;
4. Work with populations identified by the community Public Mental Health System;
5. Meet the needs consistent with the vision and values of the MHSA; and
6. Prepare PMHNPs to deliver public mental health services that promote wellness, recovery, and resilience.

B. Purpose and Description of Services

The purpose of this RFA is to identify groups or organizations that desire to enter into a Grant Agreement, or Grant Agreements for up to $750,000.00 per Agreement, for a total of three fiscal years, to fund co-located staff time to increase the educational capacity of Psychiatric Mental Health Nurse Practitioners (PMHNP) in the Public Mental Health System (PMHS) that will:

1. Enable the Grantee(s) to address the service and Public Mental Health System needs of their community by supervising additional PMHNP students;
2. Recruit PMHNP students who can meet the needs consistent with the vision and values of the MHSA;
3. Ensure that co-located supervisor staff time increases the number of hours staff spends in the Public Mental Health System;
4. Ensure that PMHNP students increases the number of hours they spend in the Public Mental Health System;
5. Provide clinical supervision that leads to PMHNP students' certification by the Board of Registered Nursing;
6. Ensure that PMHNP students are trained to provide integrated primary and behavioral health services;
7. Ensure that PMHNP students are trained to provide the full spectrum of nursing competencies such as:
   a. Assessment;
   b. Diagnosis;
c. Outcomes identification;
d. Individualized planning; and
e. Coordination of care

8. Revise, if applicable, the curriculum to include the core values of the MHSA: community collaboration, cultural competence, consumer/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 Public Mental Health System; and

9. Encourage PMHNP students to continue working in the Public Mental Health System after they complete their certification requirements.

10. When appropriate may encourage Psychiatrists to enter into Collaboration Agreements with Psychiatric Mental Health Nurse Practitioners. The agreement should be consistent with Business and Professions Code (B&PC) Section 2836.1. Per B&PC Section 2836.1, a Psychiatrist may not have Collaboration Agreements with more than four Psychiatric Mental Health Nurse Practitioners at any given time. Psychiatrist supervision includes:
   a. Collaboration on the development of the standardized procedure
   b. Approval of the standardized procedure; and
   c. Availability via telephone while the patient is being examined by the PMHNP

Carefully review and consider the detailed Scope of Work located in Attachment 8, Sample Grant Agreement, in order to complete your application.

C. Minimum Qualifications for Applicants

Applications are requested from any of the following:

1. Any accredited Psychiatric Mental Health Nurse Practice program in the State of California that includes, as part of its application, a Statement of Agreement with a County, multiple counties or a Community Based Organization (CBO) that:
   a. Identifies the hours of co-located supervisor staff time that will be placed in the Public Mental Health System;
   b. Provides the number of additional PMHNP students who will be supervised by the co-located supervisor staff time in the Public Mental Health System;
   c. Provides the additional hours the PMHNP students will spend in the Public Mental Health System;
   d. Identifies the sites where the co-located supervisor staff time will supervise PMHNP students;
   e. States that the co-located supervisor staff time and PMHNP students will provide services to the populations identified by the County Public Mental Health System;
   f. States that the co-located supervisor staff time will provide training and clinical supervision to PMHNP students in the Public Mental Health System that leads to certification by the Board of Registered Nursing;
   g. States that the co-located supervisor staff time will train PMHNP students to work on multi-disciplinary teams in positions of need as identified by the County Public Mental Health System; and
   h. States that the co-located supervisor staff time will train PMHNP students to work with populations identified by the County Public Mental Health System.

2. A county or group of counties, with one of the counties acting as the fiscal sponsor, that has a clinical preceptor contract with the PMHNP program, a Statement of Agreement with a PMHNP program included in the application and that:
   a. Identifies the hours of co-located supervisor staff time in the Public Mental Health System;
b. Ensures that co-located supervisor staff time have a clinical preceptor contract with the program of Psychiatric Mental Health Nurse Program and/or be employed by an entity that has a clinical preceptor contract with the Psychiatric Mental Health Nurse Program;

c. Ensures that the PMHNP students perform their preceptorships in the Public Mental Health System under the supervision of co-located supervisor staff time;

d. Identifies the number of additional PMHNP students who will be supervised by the co-located supervisor staff time in the Public Mental Health System;

e. States that the co-located supervisor staff time and PMHNP students will provide services to the populations identified by the County Public Mental Health System;

f. States that the co-located supervisor staff time will provide training and clinical supervision to PMHNP students in the Public Mental Health System that leads to certification by the Board of Registered Nursing;

g. States that the co-located supervisor staff time will train PMHNP students to work on multi-disciplinary teams in positions of need as identified by the County Public Mental Health System; and

h. States that the co-located supervisor staff time will train PMHNP students to work with populations identified by the County Public Mental Health System.

3. A Community Based Organization that has a clinical preceptor contract with the PMHNP program, a Statement of Agreement with a PMHNP program included in the application and that:

   a. Identifies the hours of co-located supervisor staff time in the Public Mental Health System;

   b. Ensures that co-located supervisor staff time have a clinical preceptor contract with the program of Psychiatric Mental Health Nurse Program and/or be employed by an entity that has a clinical preceptor contract with the Psychiatric Mental Health Nurse Program;

   c. Ensures that the PMHNP students perform their preceptorships in the Public Mental Health System under the supervision of co-located staff time;

   d. Identifies the number of additional PMHNP students who will be supervised by the co-located supervisor staff time in the Public Mental Health System;

   e. States that the co-located supervisor staff time and PMHNP students will provide services to the populations identified by the County Public Mental Health System;

   f. States that the co-located supervisor staff time will provide training and clinical supervision to PMHNP students in the Public Mental Health System that leads to certification by the Board of Registered Nursing;

   g. States that the co-located supervisor staff time will train PMHNP students to work on multi-disciplinary teams in positions of need as identified by the County Public Mental Health System; and

   h. States that the co-located supervisor staff time will train PMHNP students to work with populations identified by the County Public Mental Health System.

D. Developing an Application

In order to develop a successful application, Applicants must respond to this RFA in its entirety; however, emphasis should be placed on how work outlined in the Scope of Work found in Attachment 8, Sample Grant Agreement, will be accomplished in responding to the following:

1. Clearly define/describe the relationship between the PMHNP program and the County Department of Mental Health or Community Based Organization that does the following:

   a. Clearly defines whether PMHNP program or the County/Community Based Organization provide co-located supervisor staff time;
b. Clearly articulates the number of PMHNP students whom the program will place in the preceptorship to be supervised by the co-located supervisor staff time;

c. Clearly defines whether the supervisor staff time is a
   i. Co-located Psychiatric Mental Health Nurse Practice faculty
   ii. Co-located Psychiatrist faculty
   iii. Psychiatric Mental Health Nurse Practitioner clinician employed by the County/Community Based Organization
   iv. Psychiatrist clinician employed by the County/Community Based Organization

d. PMHNP program and Public Mental Health System collaborate in training the psychiatric residents/fellows; and

e. Public Mental Health System will provide the sites at which the staff hours will be co-located and supervise the PMHNP students.

2. Provide a detailed Work Plan and Work Schedule Requirements that includes how all elements of the Scope of Work in Attachment 8, Sample Grant Agreement, will be addressed including the following:

   a. **Co-Located Supervisor Staff Time (Hours-Current):** The Applicant shall use Attachment 5, Current Psychiatric Mental Health Nurse Practitioner Program Description, to demonstrate the current number of hours co-located supervisor staff time provide clinical supervision that leads to certification by the Board of Registered Nursing.

   b. **Co-Located Supervisor Staff Time (Hours-Proposed):** The Applicant shall use Attachment 6, Rate Application Worksheet to demonstrate the proposed number of additional hours staff will be co-located in the Public Mental Health System providing clinical supervision that leads to certification by the Board of Registered Nursing.

   c. **Co-Located Supervisor Staff Time:** Supervisor Staff time shall be defined as:
      i. A licensed psychiatrist practicing and employed in the Public Mental Health System who has a preceptorship agreement with an accredited program of Psychiatric Mental Health Nurse Practice in California or is employed by an entity that has a preceptorship agreement with an accredited program of Psychiatric Mental Health Nurse Practice in California; or
      ii. A licensed Psychiatric Mental Health Nurse Practitioner practicing and employed in the Public Mental Health System who has a preceptorship agreement with an accredited program of Psychiatric Mental Health Nurse Practice in California or is employed by an entity that has a preceptorship agreement with an accredited program of Psychiatric Mental Health Nurse Practice in California; or
      iii. Psychiatrist faculty from a psychiatric residency program in California who is co-located in the Public Mental Health System; or
      iv. Psychiatric Mental Health Nurse Practitioner faculty from a Psychiatric Mental Health Nurse practice in California who is co-located in the Public Mental Health System.

   d. **Collaboration Agreement (optional):** Should the Applicant use non-administration rate funds to encourage Psychiatrists to enter into Collaboration Agreements with Psychiatric Mental Health Nurse Practitioners, the agreement should be consistent with Business and Professions Code (B&PC) Section 2836.1. Per B&PC Section 2836.1, a Psychiatrist may not have Collaboration Agreements with more than four Psychiatric Mental Health Nurse Practitioners at any given time. Psychiatrist supervision includes:
i. Collaboration on the development of the standardized procedure
ii. Approval of the standardized procedure; and
iii. Availability via telephone while the patient is being examined by the PMHNP

e. **Psychiatric Mental Health Nurse Student Preceptorships (People-Current):** The Applicant shall use Attachment 5, Current Psychiatric Mental Health Nurse Practice Program Description, to demonstrate the number of Psychiatric Mental Health Nurse Practitioner students (number of people) within your program currently doing their preceptorships in the Public Mental Health System.

f. **Psychiatric Mental Health Nurse Student Preceptorships (People-Proposed):** The Applicant shall use Attachment 6, Rate Application Worksheet to demonstrate the proposed number of additional Psychiatric Mental Health Nurse Practitioner students (people) that will perform their preceptorships in the Public Mental Health System.

g. **Psychiatric Mental Health Nurse Student Preceptorships (Time-Current):** The Applicant shall use Attachment 5, Current Psychiatric Mental Health Nurse Practice Program Description to demonstrate the number of hours Psychiatric Mental Health Nurse Practitioner students within your program currently spend in preceptorships at sites in the Public Mental Health System.

h. **Psychiatric Mental Health Nurse Student Preceptorships (Time-Proposed):** The Applicant shall use Attachment 6, Rate Application Worksheet, to demonstrate the proposed number of additional hours Psychiatric Mental Health Nurse Practitioner students will spend in preceptorships at sites in the Public Mental Health System as a result of this application.

i. **Sites Served (Current):** The Applicant shall use Attachment 5, Current Psychiatric Mental Health Nurse Practice Program Description, to demonstrate the current number of locations in the Public Mental Health System that are currently receiving psychiatric resident services.

j. **Sites Served (Proposed):** The Applicant shall use Attachment 6, Rate Application Worksheet to demonstrate the proposed number of additional sites (locations) in the Public Mental Health System that will receive Psychiatric Mental Health Nurse Practitioner services as a result of the application.

k. **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 supervisor staff time that will be providing clinical supervision to Psychiatric Mental Health Nurse Practitioner students in the Public Mental Health System that leads to certification by the Board of Registered Nursing.

l. **Facilities and Resources:** Applicant shall explain where the services will be provided and what types of requirements are needed to perform the services.

m. **Capacity:** Applicant shall demonstrate the ability to administer the Education Capacity-Psychiatric Mental Health Nurse Practitioner program, including the number of PMHNP students educated per year.

n. **Capacity:** Applicant shall demonstrate the ability to administer the Education Capacity-Psychiatric Mental Health Nurse Practitioner program, including the number of PMHNP students who will be successfully placed in the PMHS in the county or counties that the Applicant has identified in the proposal as partners after those students have been certified by the Board of Registered Nursing.

o. **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).

p. **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 psychiatrists; propose programs in accordance with elements of the MHSA as outlined in Section V of Attachment 9, Progress Report; and/or focus on the recruitment of PMHNPs who can meet cultural competency needs consistent with the elements of the MHSA.

q. **Recruitment:** Applicant must clearly demonstrate how recruitment efforts address the needs of the Public Mental Health System.

r. **Participants:** The Applicant shall explain how the program will work to ensure that PMHNP students will continue to work in the Public Mental Health System upon successful completion of the program, specifically detailing how they will be able to contribute to a diverse, culturally sensitive and competent Public Mental Health Workforce.

s. **Curriculum:** The Applicant’s ability to demonstrate how they will develop/revise and provide teaching methods which integrate theory and practice, while promoting the elements of the MHSA as outlined in Attachment 9, Section V.

t. **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.

u. **Sustainability:** The Applicant must demonstrate the sustainability of the proposed program and show that it is a replicable model.

v. **Additional Information:** Applicant will respond to the following as part of their application.

   i. Explain the program strategies to increase the delivery of Psychiatric Mental Health Nurse Practitioner services in the Public Mental Health System. Evidence of Applicant’s ability to ensure Psychiatric Mental Health Nurse Practitioner services in the Public Mental Health System may include Agreement(s) between the Psychiatric Mental Health Nurse Practice Program and one or more of the following: regional partnership(s), county(ies), Community-Based Organization(s), and other relevant local entities.

   ii. What is the total number of clinical hours that students, in the Psychiatric Mental Health Nurse Practice Program named in this Application, are required to complete per year to satisfy program requirements?

   iii. Does the Psychiatric Mental Health Nurse Practice Program named in the Application have a required number of hours per year that must be spent in a field placement located in the Public Mental Health System? (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 Public Mental Health System?

   vi. What is the average (mean) number of hours PMHNP students spend in Public Mental Health sites per year? Calculate this based on the actual data from student clinical records.

3. How administration dollars will be allocated to effectively and successfully implement and administer the stipend program.
E. Application Requirements and Information

1. Key Action Dates

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>Time</th>
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<tbody>
<tr>
<td>RFA available to prospective Applicants</td>
<td>September 30</td>
<td>4:00 PM PDT</td>
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<tr>
<td>Written Question Submittal Deadline</td>
<td>October 7</td>
<td>4:00 PM PDT</td>
</tr>
<tr>
<td>Written responses, if any, to be posted</td>
<td>October 10</td>
<td>5:00 PM PDT</td>
</tr>
<tr>
<td>Mandatory Pre-Application Conference Date</td>
<td>October 15</td>
<td>10:30 AM PDT</td>
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<tr>
<td>Questions &amp; Answers from Mandatory Pre-Application Conference Posted</td>
<td>October 21</td>
<td>4:00 PM PDT</td>
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<tr>
<td>Final Date for Application Submission</td>
<td>November 14</td>
<td>3:30 PM PDT</td>
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<td>Notice of Intent to Award</td>
<td>December 8</td>
<td>4:00 PM PDT</td>
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<tr>
<td>Proposed Grant Agreement Award Date</td>
<td>January 1</td>
<td>NA</td>
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2. Mandatory Pre-Application Conference

   a. A mandatory pre-application conference is scheduled on **October 15, 2014 10:30 AM, 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) 326-3635 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. Cost Detail Format and Requirements

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. Grantee shall request the distribution of grant funding consistent with its work plan and rate worksheet. Grant Agreements resulting from this RFA will cover State Fiscal Years 2014-15, 2015-16, and 2016-17. Applicants shall use the Rate Application Worksheet (Attachment 6) to prepare their cost detail. However, in no event shall payments under this Agreement exceed $750,000.00. 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:

a. “Co-Located Supervisor Staff Time” as defined in Section D., item 2. must provide clinical supervision of Psychiatric Mental Health Nurse Practitioners in the Public Mental Health System that leads to Psychiatric Mental Health Nurse Practitioners’ certification by the Board of Registered Nursing. The staff may be permanently stationed in the Public Mental Health System.

   OSHPD shall make biannual payments to Grantee, in arrears, for the completion of the services identified in Grantee’s Rate Application Worksheet. OSHPD shall prorate payments based on the actual number of supervisor staff hours provided by Grantee during each payment period as a percentage of the total number of supervisor staff hours proposed by Grantee and identified in the Rate Application Worksheet for each fiscal year. Each biannual payment under this Agreement shall not exceed a prorated payment reflecting the percentage of supervisor staff hours actually provided each fiscal year.

b. Should the Applicant use non-administration rate funds to encourage psychiatrists to enter into a Collaboration Agreement with PMHNPs then the Applicant shall do so in a manner consistent with Business and Professions Code 2836.1.

   i. In no instance shall a participating psychiatrist receive more than $20,000.00 of Agreement funds per fiscal year as a result of a Collaboration Agreement.

   ii. In no instance shall payments under this Agreement for Collaboration Agreement funding exceed $40,000.00 per fiscal year.

   iii. The Collaboration Agreement(s) shall be in consistent with Business and Professions Code Section 2836.1 and any rules and/or regulations issued by the California Board of Registered Nursing.

c. Each fiscal year under this Agreement, Grantee may spend up to 15 percent of the total grant funding for each fiscal year. Applications exceeding this Administration Rate may be rejected.

   Any costs, other than costs associated with non-administration rate funds, must be fully documented.

d. OSHPD shall withhold $50,000.00 contingent upon the Grantee’s submission of a final report at the end of the three-year Agreement.

4. 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. Applications received after this date and time will not be considered.

c. A minimum of one (1) original and four (4) copies of the 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 proposing entity. All additional application sets may contain photocopies of the original package. In addition, Applicant **MUST** submit an electronic copy of the application either by e-mail to Brent.Houser@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, 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: Brent Houser, Healthcare Workforce Development Division  
   400 R Street, Suite 330  
   Sacramento, CA 95811  
   RFA #14-5338  
   Education Capacity-Psychiatric Mental Health Nurse Practitioner  
   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 Section F. Required Attachments and 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 contractually bind the proposing firm 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 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 the State, 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 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 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, Applicants should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
t. The State does not accept alternate 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 8, Sample Grant Agreement are not negotiable.
u. No oral understanding or agreement shall be binding on either party.

5. Evaluation Process

Multiple grants may be awarded under this RFA. Final award by OSHPD will include consideration of how geographic needs in California will be met.

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 awards will be granted to the highest scored applications that meet geographic representation in California using the following evaluation tool.
### Evaluation Tool

<table>
<thead>
<tr>
<th>Technical Merit Scoring Criterion</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Detailed Work Plan and Schedules</strong>&lt;br&gt;The Work Plan (methods for implementing) and schedule (a time frame) for task completion that describes how the Applicant will implement all services as described in the Scope of Work located in Attachment 8, Sample Grant Agreement of this RFA.</td>
<td>25</td>
</tr>
<tr>
<td><strong>Project Personnel</strong>&lt;br&gt;List all personnel titles, job descriptions, and qualifications of those who will be working on the project with particular attention to the role of the co-located supervisor staff time in the Public Mental Health System providing clinical supervision of Psychiatric Mental Health Nurse Practitioners’ hours leading to certification by the Board of Registered Nursing.</td>
<td>10</td>
</tr>
<tr>
<td><strong>Strength of the Program</strong>&lt;br&gt;Explain and/or demonstrate how the program will/has created and/or strengthened educational partnerships, community support, and workforce preparation between the Psychiatric Mental Health Nurse Practice program named in the application and the county(ies) the program serves.</td>
<td>35</td>
</tr>
<tr>
<td><strong>Psychiatric Mental Health Nurse Practitioner Student Hours in the Public Mental Health System</strong>&lt;br&gt;Explain and/or demonstrate how the program will increase the number of hours Psychiatric Mental Health Nurse Practitioners spend in preceptorships in the Public Mental Health System during the term of the Agreement. The score accorded this section will correspond to the number of hours the Applicant proposes, with the Applicant proposing the most hours the Psychiatric Mental Health Nurse Practitioner student will spend in the Public Mental Health System receiving the most points.</td>
<td>10</td>
</tr>
<tr>
<td><strong>Number of Psychiatric Mental Health Nurse Practitioner Students Added (Class Size)</strong>&lt;br&gt;Explain and/or demonstrate how the program will increase the number of Psychiatric Mental Health Nurse Practitioner students (class size) that will perform their preceptorships in the Public Mental Health System will be added to the Psychiatric Mental Health Nurse Practice program during the term of the Agreement.</td>
<td>15</td>
</tr>
<tr>
<td><strong>Number of Sites Served in the Public Mental Health System</strong>&lt;br&gt;Number of added sites (locations) receiving Psychiatric Mental Health Nurse Practitioner student services as a result of the Agreement.</td>
<td>5</td>
</tr>
<tr>
<td><strong>Total Possible Points</strong></td>
<td>100</td>
</tr>
</tbody>
</table>
6. Award and Protest

a. A total of $3,000,000.00 shall be available for the Education Capacity-Psychiatric Mental Health Nurse Practitioner program for FYs 2014-15, 2015-16, and 2016-17.

b. The total cost of all tasks and milestones for the Psychiatric Mental Health Nurse Practitioner program cannot exceed $750,000.00 and not be longer than three years in length, ending June 30, 2017.

c. Each fiscal year under this Agreement, Grantee may spend up to 15 percent of the total grant funding for each fiscal year on the total Administration Rate.

d. OSHPD shall withhold $50,000.00 contingent upon the Grantee’s submission of a final report at the end of the three-year Agreement.

e. OSHPD reserves the right to determine the number of Grant Agreement(s) to be awarded and to modify the amount awarded to each Grantee.

f. In accordance with Government Code Section 11256, OSHPD reserves the right to enter into an Interagency Agreement with a Grantee if the Grantee is a State agency.

g. 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.

h. 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 # 14-5338**
   Education Capacity—Psychiatric Mental Health Nurse Practitioner
   Letter of Protest
   Office of Statewide Health Planning and Development
   400 R Street, Suite 330
   Sacramento, CA 95811
   Attn: Brent Houser

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 (5) working days of the receipt of the Letter of Protest and will be considered final.
7. 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.

8. Agreement Execution and Performance

a. It is anticipated that the agreement will begin on **January 1, 2015**. 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 (5) days written notice to the Grantee, reserves the right to terminate the agreement.
c. All performance under the agreement shall be completed on or before the termination date of the agreement.
d. By June 30 of each Fiscal Year, Grantee(s) will provide to OSHPD an evaluation summarizing the information required in Attachment 9, Progress Report Template.
e. OSHPD will evaluate the Grantee(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 Statement of Agreement between Applicant and County/CBO/Institution  
Attachment 4 Work Plan and Schedule for Task Completion  
Attachment 5 Current Psychiatric Mental Health Nurse Practice Program Description  
Attachment 6 Sample Rate Application Worksheet  
Attachment 7 Payee Data Record (STD 204)

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

Attachment 8 Sample Grant Agreement  
Attachment 9 Mental Health Services Act Educational Capacity- Psychiatric Mental Health Nurse Practitioner Practice Program Progress Report
## ATTACHMENT 1

### REQUIRED ATTACHMENT CHECK LIST

<table>
<thead>
<tr>
<th></th>
<th>Attachment</th>
<th>Attachment Name/Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Attachment 1</td>
<td>Required Attachment Check List</td>
</tr>
<tr>
<td></td>
<td>Attachment 2</td>
<td>Application/Applicant Certification Sheet</td>
</tr>
<tr>
<td></td>
<td>Attachment 3</td>
<td>Statement of Agreement between Applicant and County/CBO/Institution</td>
</tr>
<tr>
<td></td>
<td>Attachment 4</td>
<td>Work Plan and Schedule for Task Completion</td>
</tr>
<tr>
<td></td>
<td>Attachment 5</td>
<td>Current Psychiatric Mental Health Nurse Practitioner Program Description</td>
</tr>
<tr>
<td></td>
<td>Attachment 6</td>
<td>Sample Rate Application Worksheet</td>
</tr>
<tr>
<td></td>
<td>Attachment 7</td>
<td>Payee Data Record (STD 204)</td>
</tr>
</tbody>
</table>
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 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/Applicant Certification Sheet May Be Cause for Rejection

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Telephone Number</th>
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<tbody>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Fax Number</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
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<tbody>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Attachment 3

Statement of Agreement Between Psychiatric Mental Health Nurse Practice (PMHNP) Program and County/Community Based Organization (CBO)

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 bidder and understand their role in the proposed program. Failure to complete and return this attachment with your application will cause your application to be rejected and deemed nonresponsive.

Date:

County/CBO:

PMHNP Program:

This Statement of Agreement serves as proof that an agreement exists between PMHNP program ___________ and County/CBO _______________ for the following:

1. The Applicant will co-locate a total of _____ hours of supervisor staff time in the ______ (insert County Name) Public Mental Health System (“County Name PMHS”).

2. The Applicant will provide _____ (number) Psychiatric Mental Health Nurse Practitioner students who will perform their preceptorships in the “County Name PMHS”.

3. The Applicant will provide _____ (number of hours) of Psychiatric Mental Health Nurse Practitioner student services in the “County Name PMHS”.

4. The Applicant attests that the co-located supervisor staff time will provide training and clinical supervision to Psychiatric Mental Health Nurse Practitioner students in the Public Mental Health System that leads to certification by the Board of Registered Nursing.

5. The PMHNP program and County/CBO attest that the Psychiatric Mental Health Nurse Practitioner students and co-located supervisor staff time will provide services to the population(s) identified by the County Public Mental Health System.

6. The Applicant has identified the following sites where the co-located supervisor staff will supervise Psychiatric Mental Health Nurse Practitioner students:________________________

7. The Applicant certifies that performing rotations in the sites listed in #6 will allow the Psychiatric Mental Health Nurse Practitioner students to receive training while working on multi-disciplinary teams in positions of need as identified by the County Mental Health Director.

8. The Applicant certifies that performing preceptorships in the sites listed in #6 will allow the Psychiatric Mental Health Nurse Practitioner students 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 Public Mental Health System.

Certification:

I hereby certify that the above is true and correct.

Psychiatric Mental Health Nurse Practice Program (Print)

Psychiatric Mental Health Nurse Practice Program (Signature)

Director, County Mental Health or Community Based Organization (Print)

Director, County Mental Health or Community Based Organization (Signature)

Date
ATTACHMENT 4

WORK PLAN AND SCHEDULE FOR TASK COMPLETION

(Your Work Plan and Schedule for Task Completion will be Attachment 4)
ATTACHMENT 5

CURRENT PSYCHIATRIC MENTAL HEALTH NURSE PRACTICE PROGRAM DESCRIPTION

Applicant’s Name: ____________________________________________________________

Applicant will describe the psychiatric residency training services currently provided below. If Applicant is a new program, indicate here by writing “New Program”______________________________________________

| Current number of Psychiatric Nurse Practitioner Students supervised by Supervisor Staff in the Public Mental Health System | #______________________________________________ |
| Current number of Psychiatric Mental Health Nurse Practitioner student Hours in the Public Mental Health System | #______________________________________________ |
| Current number of Supervisor Staff Hours in the Public Mental Health System Providing Clinical Supervision and Teaching a Curriculum Consistent with MHSA | #______________________________________________ |
| Current salary of Supervisor Staff in the Public Mental Health System the Public Mental Health System Providing Clinical Supervision | $______________________________________________ |
| Current curriculum taught to Psychiatric Mental Health Nurse Practice students. | (Describe in 3-4 bullets) |
| Current number of Collaborative Agreements between Psychiatrists and Psychiatric Mental Health Nurse Practitioners (if applicable) | #______________________________________________ |
| Current number of Public Mental Health Sites (locations) receiving Psychiatric Mental Health Nurse Practitioner student services | #______________________________________________ |
ATTACHMENT 6
RATE APPLICATION WORKSHEET

Applicant’s Name: ________________________________

Applicant hereby proposes to furnish all services and to perform all work required in accordance with the Scope of Work located in Attachment 8, Sample Grant Agreement and in Applicant’s application.

Total Application Budget: $_______________________________
Administration Rate Requested: $__________________________ Percent of Budget: __________

The Administration Rate may not exceed 15% of the total application. 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 Mental Health Nurse Practitioner (PMHNP) students,” the Applicant shall list only the number of new Psychiatric Mental Health Nurse Practitioner students in Year 1. For Year 2, the Applicant shall list only the added students for that year. In the subtotals column, the Applicant shall add the figures for Year 1 and Year 2 and Year 3.

<table>
<thead>
<tr>
<th>Proposed</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Subtotals (Year 1 + Year 2 + Year 3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of new PMHNP Students supervised by Co-located Supervisor Staff Time in the Public Mental Health System (PMHS) to be <strong>Added each</strong></td>
<td>#_____</td>
<td>#_____</td>
<td>#_____</td>
<td><strong>Proposed total Number of new PMHNP students: _____</strong></td>
</tr>
<tr>
<td>Number of PMHNP student Hours in the PMHS Proposed to be <strong>Added each year.</strong></td>
<td>#_____</td>
<td>#_____</td>
<td>#_____</td>
<td><strong>Proposed total Number of PMHNP student Hours in PMHS to be Added: _____</strong></td>
</tr>
<tr>
<td>Percent time PMHNP students will spend in preceptorships in the PMHS each year.</td>
<td>__%</td>
<td>__%</td>
<td>__%</td>
<td><strong>Proposed average percentage of time PMHNP students will spend in the PMHS: __%</strong></td>
</tr>
<tr>
<td>Number of Co-located Supervisor Staff Hours in the PMHS Providing Clinical Supervision and Teaching a Curriculum Consistent with MHSA to be <strong>Added each year.</strong></td>
<td>#_____</td>
<td>#_____</td>
<td>#_____</td>
<td><strong>Proposed total Number of Co-located Supervisor Staff Hours in the Public Mental System Providing Clinical Supervision and Teaching a Curriculum Consistent with MHSA to Be Added: _____</strong></td>
</tr>
<tr>
<td>Rate for added Co-located Supervisor Staff Hours in the PMHS the Public Mental System Providing Clinical Supervision and Teaching a Curriculum Consistent with MHSA.</td>
<td>$____</td>
<td>$____</td>
<td>$____</td>
<td><strong>Proposed total Rate for Co-located Supervisor Staff Hours in the Public Mental System Providing Clinical Supervision and Teaching a Curriculum Consistent with MHSA to be Added: $_____</strong></td>
</tr>
<tr>
<td>Portion of non-administration rate funds used to Encourage Psychiatrists to enter into a Collaboration Agreement with PMHNPs in a manner consistent with Business and Professions Code Section 2836.1.</td>
<td>$____</td>
<td>$____</td>
<td>$____</td>
<td><strong>Proposed portion of 3 Years non-administration rate funds Used for Collaboration Agreements: $_____</strong></td>
</tr>
<tr>
<td>Number of Public Mental Health Sites (locations) receiving PMHNP services.</td>
<td>#_____</td>
<td>#_____</td>
<td>#_____</td>
<td><strong>Proposed total Number of Public Mental Health Sites (locations) receiving PMHNP services to be Added: _____</strong></td>
</tr>
<tr>
<td>Yearly Administration Rate (not to exceed 15 percent of proposed Agreement in each fiscal year).</td>
<td>$____</td>
<td>$____</td>
<td>$____</td>
<td><strong>Proposed 3 years Administration Rate (up to 15 percent of the total agreement amount) $_____</strong></td>
</tr>
<tr>
<td><strong>Yearly Totals</strong></td>
<td>$____</td>
<td>$____</td>
<td>$____</td>
<td><strong>Three (3) Year Total $_____</strong></td>
</tr>
</tbody>
</table>

*The amounts indicated above will be used solely for comparison of applications. 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.*
ATTACHMENT 7
PAYEE DATA RECORD (STD 204)

STATE OF CALIFORNIA: DEPARTMENT OF FINANCE
PAYEE DATA RECORD
(Required when receiving payment from the State of California in lieu of IRS W-9)
STD 204 (Rev. 09-2002)

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

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

2. PAYEE’S LEGAL BUSINESS NAME (Type or Print)

SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)
E-MAIL ADDRESS

MAILING ADDRESS
BUSINESS ADDRESS

CITY, STATE, ZIP CODE
CITY, STATE, ZIP CODE

3. ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):

<table>
<thead>
<tr>
<th>Corporation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)</td>
</tr>
<tr>
<td>☐ LEGAL (e.g., attorney services)</td>
</tr>
<tr>
<td>☐ EXEMPT (nonprofit)</td>
</tr>
<tr>
<td>☐ ALL OTHERS</td>
</tr>
</tbody>
</table>

| Payment will not be processed without an accompanying taxpayer I.D. number. |

☐ INDIVIDUAL OR SOLE PROPRIETOR

ENTER SOCIAL SECURITY NUMBER:

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

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

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

☐ No services performed in California.

☐ Copy of Franchise Tax Board waiver of State withholding attached.

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

AUTHORIZED PAYEE REPRESENTATIVE’S NAME (Type or Print)

SIGNATURE

DATE

TELEPHONE

6. Please return completed form to:

Department/Office: 
Unit/Section: 
Mailing Address: 
City/State/Zip: 
Telephone: ( ) Fax: ( )
E-mail Address: 

Authorized payee data record (STD 204) form with instructions and fields for payee information, business details, and certification.
**Requirement to Complete Payee Data Record, STD. 204**

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.

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.

1. 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.

2. 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 18648 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).

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).

3. Are you a California resident or nonresident?

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.

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.

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.

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.

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: wcsn.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6288 Website: www.ftb.ca.gov

4. Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.

5. This section must be completed by the State agency requesting the STD. 204.

**Privacy Statement**

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.

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.

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.

All questions should be referred to the requesting State agency listed on the bottom front of this form.
ATTACHMENT 8
SAMPLE GRANT AGREEMENT

GRANT AGREEMENT BETWEEN THE
OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT AND
«Grantee»
For The
EDUCATION CAPACITY – PSYCHIATRIC MENTAL HEALTH NURSE PRACTITIONER
GRANT AGREEMENT NUMBER «Grant_Number»

THIS AGREEMENT (“Agreement”) is entered into on January 1, 2015 by and between the State of California, Office of Statewide Health Planning and Development (“OSHPD”) and _____ (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, counties have identified an occupation shortage of Psychiatric Mental Health Nurse Practitioners.

WHEREAS expanding the capacity of Psychiatric Mental Health Nurse Practice 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 Psychiatric Mental Health Nurse Practice programs will develop and implement mental healthcare workforce development strategies 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.

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

A. Definitions:

1. “Agreement Funds” means the money provided by OSHPD for the Program described by Grantee in the Scope of Work/Deliverables contained herein.

2. “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.

3. “Co-located Supervisor Staff” means:
   a. A licensed psychiatrist practicing and employed in the Public Mental Health System who has a preceptorship agreement with an accredited program of Psychiatric Mental Health Nurse Practice in California or is employed by an entity
that has a preceptorship agreement with an accredited program of Psychiatric Mental Health Nurse Practice in California; or
b. A licensed Psychiatric Mental Health Nurse Practitioner practicing and employed in the Public Mental Health System who has a preceptorship agreement with an accredited program of Psychiatric Mental Health Nurse Practice in California or is employed by an entity that has a preceptorship agreement with an accredited program of Psychiatric Mental Health Nurse Practice in California; or
c. Psychiatrist faculty from a psychiatric residency program in California who is co-located in the Public Mental Health System; or
d. Psychiatric Mental Health Nurse Practitioner faculty from a Psychiatric Mental Health Nurse practice in California who is co-located in the Public Mental Health System.

4. “Consumer” means 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.

5. “Collaboration Agreements” means an agreement entered into between a Psychiatrist and a Psychiatric Mental Health Nurse Practitioner. The agreement should be consistent with Business and Professions Code (B&PC) Section 2836.1. Per B&PC Section 2836.1, a Psychiatrist may not have collaboration agreements with more than four Psychiatric Mental Health Nurse Practitioners at any given time. Psychiatrist supervision includes:
   i. Collaboration on the development of the standardized procedure
   ii. Approval of the standardized procedure; and
   iii. Availability via telephone while the patient is being examined by the PMHNP

6. “Culturally Diverse Communities” mean communities of different diversity dimensions including: race/ethnicity, gender, sexual orientation/identity, socio-economic status, age, religion, physical and/or mental/neurological abilities, language, geographical location (i.e. urban/rural), veteran, and/or other pertinent characteristics.

7. “Director” means the Director of the Office of Statewide Health 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. “Grantee” means the entity in charge of administering the Agreement Funds and providing Agreement Scope of Work/Deliverables.

10. “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.

11. “Other Sources of Funds” means all cash, donations, or in-kind contributions that are required or used to complete the Program in addition to the Agreement funds provided by this Agreement.

12. “Program Representative” means the Representative of Grantee’s training program(s) for which Agreement funds are being awarded.
13. “Program” means the activity described in the Grantee’s Scope of Work to be accomplished with the Agreement Funds.

14. “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.

15. “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*

16. “State” means the State of California and includes all its Departments, Agencies, Committees and Commissions.

17. “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.

18. “Underrepresented” means populations that are underrepresented in the mental health professions relative to their numbers in the total population.

19. “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*

20. “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. Terms of the Agreement:**

1. This Agreement shall take effect on the January 1, 2015 and shall terminate on June 30, 2017.

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, 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/Deliverables:

1. The _______ (Grantee) agrees to provide to the Office of Statewide Health Planning and Development (OSHPD) expanded capacity in a Psychiatric Mental Health Nurse Practice program to address workforce shortages in the Public Mental Health System. Grantee will use the funds provided under this Grant Agreement to:
   a. Add co-located supervisor staff time in the Public Mental Health System:
      I. That provides clinical supervision in the Public Mental Health System that leads to certification by the Registered Board of Nursing;
      II. That supervises additional Psychiatric Mental Health Nurse Practitioner students in the Public Mental Health System;
      III. That mentors Psychiatric Mental Health Nurse Practitioner students to encourage them to find employment in the California Public Mental Health System after they have successfully completed their program; and
      IV. That ensures that the Psychiatric Mental Health Nurse Practice students perform a portion of their preceptorship hours in the Public Mental Health System.
   b. Grantee shall provide the name(s) and hours of the supervisor staff, the name(s) of the new Psychiatric Mental Health Nurse Practitioner students, and number of hours the Psychiatric Mental Health Nurse Practitioner students spend in preceptorships in the Public Mental Health System to OSHPD.
   c. Develop/Revise a curriculum and method of teaching that is consistent with the Mental Health Services Act (MHSA) and which ensures that Psychiatric Mental Health Nurse Practitioners:
      I. Work with unserved and/or underserved populations in Public Mental Health System settings;
      II. Work in multidisciplinary teams that include primary care physicians and health care workers with unserved and/or underserved populations in the Public Mental Health System;
      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;
      VI. Are trained to work in and foster a consumer and family member driven system of care;
      VII. Are trained to provide integrated primary and behavioral health services; and
      VIII. Are trained to provide the full spectrum of nursing competencies that shall include but not be limited to:
         i. Assessment;
         ii. Diagnosis;
         iii. Outcome identification;
         iv. Individualized planning; and
         v. Coordination of care.

2. Grantee shall perform the services at ________________ and at appropriate clinical preceptorship sites.
3. Description of work to be performed:

a. Grantee shall expand the capacity of an existing Psychiatric Mental Health Nurse Practice program by adding co-located supervisor staff time in the Public Mental Health System.

b. 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-Psychiatric Mental Health Nurse Practitioner program.

c. Grantee shall implement outreach and recruitment activities to nursing students, emergency room nurses and/or family nurses who are from unserved and/or underserved areas, culturally diverse, and to individuals with consumer and/or family member experience to encourage them to participate in the Education Capacity-Psychiatric Mental Health Nurse Practitioner program.

d. Grantee shall recruit residents who can meet diversity needs consistent with the vision and values of the MHSA.

e. Grantee shall ensure that co-located supervisor staff time shall supervise additional Psychiatric Mental Health Nurse Practitioner students in the Public Mental Health System.

f. Clinical supervision provided by co-located supervisors shall lead to additional students being certified by the Board of Registered Nursing and additional student time spent in the Public Mental Health System.

g. Grantee will ensure that the Psychiatric Mental Health Nurse Practitioner students perform at least part of their preceptorship hours under the clinical supervision of co-located supervisor staff time in the Public Mental Health System. Grantee shall encourage individuals who successfully complete the requirements of a Psychiatric Mental Health Nurse Practice program that is funded through this Agreement, will continue working in the California Public Mental Health System.

h. Grantee will ensure that additional hours of dedicated co-located supervisor staff time per fiscal year is housed in the Public Mental Health System to provide clinical supervision of hours leading to certification by the Board of Registered Nursing.

i. Grantee will ensure that the Education Capacity-Psychiatric Mental Health Nurse Practitioner program is for three consecutive fiscal years.

j. Grantee will ensure that dedicated co-located supervisor staff time is used for educating the Psychiatric Mental Health Nurse Practitioner students using the curriculum that was developed in accordance with Section 1C.

k. Grantee will submit biannual Progress Reports to OSHPD on Psychiatric Mental Health Nurse Practitioner students’ efforts to secure employment in the Public Mental Health System working with unserved and/or underserved populations, to include the number of years Psychiatric Mental Health Nurse Practitioner students who have successfully finished the program spend in the Public Mental Health System providing direct services.

l. Grantee shall only fund co-located supervisor staff time working in the Public Mental Health System supervising Psychiatric Mental Health Nurse Practitioner students, staff and program expenses required to address the shortage of Psychiatric Mental Health Nurse Practitioners in the Public Mental Health System and training of Psychiatric Mental Health Nurse Practitioner students in the values and principles of the MHSA.

   I. Program expenses may include non-administration rate funds used for Collaboration Agreements between psychiatrists and Psychiatric Mental Health Nurse Practitioners.
m. Grantee shall not conduct lobbying activities as part of this Grant Agreement.

n. Grantee shall be held fully accountable for proper use of all funds under this Agreement.

o. Grantee will credit OSHPD and the MHSA in all publications resulting from this Grant Agreement.

p. Grantee shall provide OSHPD with Progress Reports on a biannual basis, as specified in Attachment 9, Mental Health Services Act Educational Capacity-Psychiatric Mental Health Nurse Practitioner Program Progress Report.

q. Approval of Product. Each product to be approved under this Grant Agreement shall be approved by the OSHPD Program Manager. The State’s determination as to satisfactory work shall be final absent fraud or mistake.

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

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

Program Representatives:

<table>
<thead>
<tr>
<th>Office of Statewide Health Planning and Development</th>
<th>Grantee's Name</th>
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<tbody>
<tr>
<td>Section/Unit:</td>
<td>Section/Unit:</td>
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<td>Email:</td>
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</table>

Direct all administrative inquiries to:

<table>
<thead>
<tr>
<th>Office of Statewide Health Planning and Development</th>
<th>Grantee's Name</th>
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<tbody>
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<td>Section/Unit:</td>
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<td>Fax:</td>
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<tr>
<td>Email:</td>
<td>Email:</td>
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</table>

D. Program Reports

1. Progress Reports are due biannually.
2. Email the electronic copy of the Progress Reports to OSHPD.MHSAWET@oshpd.ca.gov and mail the hard copy to:

   Office of Statewide Health Planning and Development
   Healthcare Workforce Development Division
   Attention: Program Manager (to be assigned)
   400 R Street, Room 330
   Sacramento, CA 95811

3. Use the standardized Progress Report template (Attachment 9)
4. OSHPD will not accept Progress Reports faxed or dropped off at the Security Desk or the Accounting Office.
5. By June 30 of each Fiscal Year, Grantee will provide to OSHPD an evaluation summarizing the information required in Attachment 9, Progress Report Template.
6. A final report shall be submitted to OSHPD at the end of the three-year Grant Agreement that summarizes the outcomes of the Psychiatric Mental Health Nurse Practitioner Program. 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 Public Mental Health System
   e. Name and County of sites students are employed at in the Public Mental Health System
7. OSHPD reserves the right to cancel this agreement in accordance with Attachment 8, Section J, Termination for Cause, if, in any fiscal year, the deliverables do not meet OSHPD’s expectations.

E. Invoicing

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, OSHPD agrees to compensate Grantee in accordance with the yearly rates specified in the Cost Worksheet located in Section F. Budget Detail.
2. 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
3. The following items are required on all invoices:
   a. Invoice should be on Grantee’s printed letterhead with Grantee name and address;
   b. Costs incurred shall be itemized in accordance with the Cost Worksheet located in Section F. Budget detail;
   c. Date(s) of services or Progress Reports provided;
   d. OSHPD agreement number 14-XXXX;
   e. Invoice date;
   f. Invoice total; and
   g. Authorizing signature.
4. The Grantee shall not invoice OSHPD for work performed under this Agreement until the Grantee receives confirmation from OSHPD that the Progress Reports reflected in the invoice have been completed to OSHPD’s satisfaction.
5. Invoices shall be submitted not more frequently than biannually in arrears.
6. Invoices will not be paid until the Progress Report is reviewed and approved.
7. No payment shall be due to Grantee until OSHPD Accounting receives an accurate invoice reflecting services rendered.

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. 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 $750,000.00. 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 biannual payments to 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 Grantee during each payment period as a percentage of the total number of supervisor staff hours proposed by Grantee and identified in the Cost Worksheet for each fiscal year. Each biannual payment under this Agreement shall not exceed a prorated payment reflecting the percentage of supervisor staff hours actually provided each fiscal year.

2. Grantee may, consistent with the Cost Worksheet use funds received under this Grant Agreement to pay psychiatrist(s) who enter into a Collaboration Agreement with Psychiatric Mental Health Nurse Practitioners consistent with Business and Professions Code Section 2836.1.
   a. In no instance shall a participating psychiatrist receive more than $20,000.00 of Agreement funds per fiscal year as a result of a Collaboration Agreement.
   b. In no instance shall payments under this Agreement for Collaboration Agreement funding exceed $40,000.00 per fiscal year.
   c. The Collaboration Agreement(s) shall be in consistent with Business and Professions Code Section 2836.1 and any rules and/or regulations issued by the California Board of Registered Nursing.

3. Each fiscal year under this Agreement, Grantee may spend up to 15 percent of the total grant funding for each fiscal year on the total Administration Rate.

4. OSHPD shall withhold $50,000.00 contingent upon the Grantee’s submission of a final report at the end of the three-year Agreement.

5. Accounting: 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.

6. Expenditure Reporting: Reports of the training program expenditures and enrollment of nursing students under the Agreement must be submitted as requested by the Commission or the OSHPD Director for purposes of program administration, evaluation, or review.

7. 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 at all reasonable times during the period set forth in subparagraph 4 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 (a) for a period of three (3) years from the date of final payment under this Agreement, and (b) 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 (i) litigation of the settlement of claims arising out of the performance of this Agreement, or (ii) 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 Mental Health Nurse Practitioner (PMHNP) Students: ________________________________

Total Number of PMHNP Student Hours in PMHS: ________________________________

Total Administration Rate: ___________________________________________________________________________

Total Non-administration Rate Funds Used for Collaboration Agreement (if any): ____________

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<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Subtotals</th>
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<td>Total Number of Supervisor Staff Hours Co-Located in the Public Mental Health System</td>
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<td>Cost of Supervisor Staff Hours in the Public Mental Health System</td>
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<td>Non-administration Rate Funds Used for Collaboration Agreement (if any)</td>
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<td>$_______</td>
<td>Total Non-administration Rate Funds Used for Collaboration Agreement (if any)</td>
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<tr>
<td>Total Yearly Administration Rate</td>
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<td>$_______</td>
<td>3 years Administration Rate</td>
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<tr>
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<td>$_______</td>
<td>$_______</td>
<td>$_______</td>
<td><strong>Grand Total</strong> $__________</td>
</tr>
</tbody>
</table>
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 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 Grantee to reflect the reduced amount.

3. If this Grant 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 Grant Agreement was executed, the State may exercise its option to cancel this Grant Agreement.

In addition, this Grant 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 Grant Agreement in any manner.

H. Prompt Payment Clause

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

I. Budget Adjustments

1. Budget adjustments consist of a change within the approved budget that does not amend the total amount of the grant.

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 one hundred twenty (120) calendar days prior to the expiration of the Agreement. There shall be no activity on an Agreement after its expiration.

J. Terms and Conditions:

Except as provided in Appendix A, 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 which shall be treated as Interagency Agreements and language in Appendix A shall replace the language in this Section J- Terms and Conditions.

1. Time: Time is of the essence in this Agreement. Grantee 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 Grantee.

2. Final Agreement: This Agreement, along with the Grantee’s application, attachments 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 the Public Records Act.
4. **Additional Audits:** Grantee 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. Grantee 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. 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, 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 Grant 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 Grant 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 Grant Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Grantee in the performance of this Grant 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 Grant 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, Grantee 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 contract.

   e. Grantee shall use best efforts to furnish competent witnesses to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Grant Agreement.

6. **Independent Grantee:** 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 or employees or agents of the State.

7. **Non-Discrimination Clause:** During the performance of this Agreement, 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. 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. 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, 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. 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 Grantee will not operate or be construed as a waiver of any other subsequent breach. OSHPD expressly reserves the right to disqualify 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. 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 Agreement 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 the State in the form of a formal written amendment.

12. **Indemnification:** 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 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:** 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 OSHPD 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 Grantee’s position and the remedy sought.

   b. The Deputy Director shall make a determination within ten (10) 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. The Deputy 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.

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**

Signature: __________________________
Name: __________________________
Title: __________________________

**GRANTEE: «Grantee»**

Signature: __________________________
Name: __________________________
Title: __________________________
APPENDIX A
TERMS AND CONDITIONS FOR INTERAGENCY AGREEMENTS

1. **Time**: Time is of the essence in this Agreement. Grantee 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 Grantee.

2. **Final Agreement**: This Agreement, along with the Grantee’s Application, attachments 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**: Grantee 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. Grantee 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. 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, 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 Grant 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 Grant 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 Grant Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Grantee in the performance of this Grant 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 Grant 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, Grantee 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 Grant Agreement.
   e. Grantee shall use best efforts to furnish competent witnesses to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Grant 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. OSHPD expressly reserves the right to disqualify 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. 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 Agreement not incorporated in the Agreement is binding on any of the parties.

8. **Disputes**: 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 OSHPD 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 Grantee’s position and the remedy sought.

   b. The Deputy Director shall make a determination within ten (10) 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. The Deputy 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.
ATTACHMENT 9  
MENTAL HEALTH SERVICES ACT EDUCATIONAL CAPACITY - PSYCHIATRIC MENTAL HEALTH NURSE PRACTITIONER PROGRAM PROGRESS REPORT

Purpose: This biannual Progress Report describes the deliverables for which the institution is invoicing for these six months.

Date:  
Program Name:  
Grant Agreement # and executed date:  
Report # since Grant Agreement was executed:

I. Contact Information

<table>
<thead>
<tr>
<th>Name</th>
<th>Position/Title</th>
<th>Phone</th>
<th>E-mail</th>
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</table>

II. Program Goals and Objectives  
NOTE: Please describe only if this has changed since you submitted your application.

- Provide a brief (no more than four (4) sentence) description of your new and or revised program goals and objectives
- Briefly (in no more than four (4) sentences) describe how the program’s goals and objectives continue to align with the values and principles of the Mental Health Services Act

III. Program Description

- List the Public Mental Health System sites field placements where your Psychiatric Mental Health Nurse Practitioner students preceptor. The compilation, publication and frequent update of these lists will enable OSHPD to report on your programs’ accomplishments. The list must be in the format of the table below.

<table>
<thead>
<tr>
<th>Name of Public Mental Health System Site*</th>
<th>County Where Site is Located</th>
<th>Number of PMHNP Students Placed During This Reporting Period</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

*County Departments of Mental and/or Behavioral Health and/or Community Based organizations may be listed

IV. Briefly describe (no more than two sentences) how consumers and/or family members are involved (ex. presentations to class) in the program, as applicable or known:
V. List the fieldwork curriculum and identify the elements of the MHSA it addresses using the table below:

<table>
<thead>
<tr>
<th>Name of PMHS Course/Competency Taught</th>
<th>Description of PMHS Course/Competency (Summarize in one sentence)</th>
<th>MHSA Value Addressed by Course (Check at least 1)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Community collaboration</td>
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<tr>
<td></td>
<td></td>
<td>Cultural competence</td>
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<td></td>
<td></td>
<td>Consumer driven</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Family driven</td>
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<tr>
<td></td>
<td></td>
<td>Wellness, Recovery, and Resilience Focused</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Integrated service experiences for consumers and their families</td>
</tr>
</tbody>
</table>

VI. Program Updates and Modifications if Applicable

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

VII. In no more than four sentences, highlight one Psychiatric Mental Health Nurse Practitioner student who exemplifies the values and principles of the MHSA. This information will enable OSHPD to highlight their accomplishments in its publications and presentations.

VIII. Adherence to the Mental Health Services Act

Describe elements of the curricula and methods of teaching you have developed during this reporting period as a result of MHSA funding in the following table format:

<table>
<thead>
<tr>
<th>Training Title/Type</th>
<th>Training Method</th>
<th>How Often Provided</th>
<th>MHSA Value Addressed by Course (Check at least 1)</th>
<th>Number of Participants</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Community collaboration</td>
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<td></td>
<td>Integrated service experiences for consumers and their families</td>
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</tbody>
</table>

IX. Other 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
- immersions
- trainings on integrating general medicine and psychiatry
- trainings on the issues confronting adults and older adults
- trainings on the issues faced by children and transition aged youth
X. Program Benefits

- Briefly describe in no more than two sentences at least one benefit that the community experienced in the last six months as a result of your program. Identify the community/communities that benefited.

XI. Curriculum Development

Briefly describe (no more than one sentence) how your program involves consumers/family members, unserved and underserved populations, and to underrepresented communities in developing/presenting the psychiatric mental health nurse practice curriculum using the table below.

<table>
<thead>
<tr>
<th>Type of Community Group Included?</th>
<th>Method of Contacting the Community</th>
<th>How was this Community Involved?*</th>
</tr>
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</table>

*Examples of involvement could include: curriculum development, presentations, brown bag lunch availability, immersion, presentations.
XII. Psychiatric Mental Health Nurse Practitioner Students’ Outcomes

- Provide the following table for the fellows/residents in current cohort. Use one table per resident/fellow:

**Unique Identifier of Psychiatric Mental Health Nurse Practitioner Student:**

<table>
<thead>
<tr>
<th>Expected Date of Board Examination</th>
<th>Language</th>
<th>Race/Ethnicity*</th>
<th>Lived Experience**</th>
<th>Public Mental Health System Preceptorships</th>
<th>County where Preceptorship Located</th>
<th>Hours PMHNP Student Spent in community public mental health system rotations</th>
<th>Number of Patient Encounters in Community Public Mental Health System Rotations</th>
</tr>
</thead>
<tbody>
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*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.

XIII. Successes

- Describe in two to three sentences what is working regarding the successful recruitment, retention, training, and employment of unserved and/or underserved and culturally diverse Psychiatric Mental Health Nurse Practitioner students in the public mental health system.

- If non-administration rate funds are used for Collaboration Agreement(s), please fill out the table below:

<table>
<thead>
<tr>
<th># of Psychiatrists with a collaborative agreement</th>
<th># of Nurses with a collaborative agreement</th>
<th>How many more students were supervised as a result</th>
</tr>
</thead>
</table>
XIV. Challenges

- Describe in two to three sentences the challenges regarding the successful recruitment, retention, training, and employment of unserved and/or underserved and culturally diverse Psychiatric Mental Health Nurse Practitioner students in the public mental health system.

XV. Budget Information

Provide the following information for this period. Use several tables if your Grant Agreement began several years ago.

<table>
<thead>
<tr>
<th>Beginning Balance for FY___</th>
<th>Core Faculty Amount</th>
<th>Administration Amount</th>
<th>Total Invoiced</th>
<th>Balance Remaining for FY___</th>
</tr>
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XVI. Additional Documents

Additional documents, if applicable to Progress Report, may be sent electronically as part of the report and the report should indicate which attachments are included. These may include:

- Community feedback
- Evaluation (surveys, lessons learned, etc.)