



**REQUEST FOR APPLICATION - Multiple Awards
Consumer and Family Member Employment
Local Organizational Support and Development Networks
RFA # 14-5369
Notice to Prospective Applicants**

August 29, 2014

You are invited to review and respond to this Request for Application (RFA), entitled Consumer and Family Member Employment - Local Organizational Support and Development Networks. 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 **October 24, 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. 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 4. Evaluation Process for the evaluation criteria.

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A. Background

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

The WET Program is funded through appropriations in the State Budget and promotes among other things: (i) the employment of mental health consumers and family members in the Public Mental Health System (PMHS), and (ii) the inclusion of mental health consumers and incorporation of their viewpoints and experiences in training and education programs. This RFA will result in Agreement(s) with public, private, and/or non-profit organizations including faith-based and community organizations to fund activities that provide support to organizations within the PMHS (which include but are not limited to: counties, community based organizations (CBO), and/or clinics) that currently employ or are looking to employ consumers and family members. Activities funded will include but are not limited to:

1. Training and technical assistance to identified PMHS employers including management, supervisors, and staff that to enable them to employ, support, and/or train consumers and family members; and
2. Development and dissemination of organizational tools and best practices on employing, supporting, and training of consumers and family members.

B. Purpose and Description of Services

The WET Five-Year Plan 2014-2019 appropriated \$10,000,000.00 for activities that aim to increase consumer and family member employment in the Public Mental Health System. OSHPD is issuing this RFA with total funding available of \$2,000,000.00 to fund organizations that will provide services to PMHS employers to support their ability to employ and support consumers and family members in the workforce. The goal of this RFA is to enter into Grant Agreements that will engage the Grantee in activities that include but are not limited to:

1. Training and Technical Assistance for PMHS Employers: The Grantee shall train and collaborate with PMHS employers including but not limited to human resource, administrative, and direct service management, supervisors, and staff on issues that aim to support the increase and retention of consumer and family members including but not limited to:
 - a. The value of employing consumers and family members
 - b. How to work with consumers and family members/what to anticipate when employing consumers and or family members
 - c. How to develop a wellness culture
 - d. Types of support and reasonable accommodations that could be provided to consumers and family members
 - e. Billing for consumer and family member services
 - f. Stigma reduction
 - g. Cultural humility
 - h. Importance of consumers and family members supervising other consumers and family members
 - i. Creating consumer and family member job descriptions
 - j. Developing individual learning plans for consumers and family members
 - k. Challenges with background checks
 - l. The importance of benefits packages

- m. The use of Centers for Medicare and Medicaid Services approved language in documentation
- n. Development of career pathway/ladders for consumers and family members in administrative and direct service positions

The Grantee shall engage in activities to provide technical assistance to PMHS employers that enable them to employ, support, and/or train consumers and family members.

The Grantee shall administer a pre and post survey to organizations/individuals receiving training and technical assistance to assess the usefulness/effectiveness of training and technical assistance provided. The pre-survey should be administered prior to the training and technical assistance. The post-survey should be administered 2-4 weeks after each training and technical assistance provided.

2. Development and Dissemination of Organizational Tools and Best Practices: The Grantee shall engage in activities that result in the development and dissemination of organizational tools and best practices on employing, supporting, and training of consumers and family members which may include but are not limited to:
- a. Co-learning collaboratives that include PMHS employer management, supervisors, and staff, and consumers and family members; and
 - b. Calls/webinars and/or conferences to discuss and disseminate organizational tools and best practices.

The Grantee(s) shall use the progress report template in Attachment 7, Sample Grant Agreement when reporting their outcome data on a quarterly basis.

Subject to the availability of funds, the period of this Grant Agreement will be from **January 1, 2015** through **June 30, 2017**.

Carefully review and consider the Scope of Work located in Attachment 7, Sample Grant Agreement, in order to complete your application.

C. Minimum Qualifications for Applicants

Applications are requested from any public, private, and/or non-profit organizations including faith-based and community organizations that are: (i) able to identify and work in partnership with one or more Public Mental Health System (PMHS) employers including counties, community-based organizations, others, and (ii) able to provide training and technical assistance, and develop and disseminate organizational tools and best practices to PMHS employers that supports the employment and retention of consumers and family members into their workforce.

Additionally, applicants and/or their sub-contractor(s) must have demonstrated experience in providing counseling, training, support, and services to organizations that employ consumers and family members. Applicants and/or their contractors must also demonstrate they have staff with lived experience and/or have a proven record of working with individuals of lived experience.

D. Developing an Application

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

1. Executive Summary: Provide an overview of your ability to provide the services detailed in Section B. Purpose and Description of Services above.
2. Assessment of PMHS Employer Needs: The applicant should complete and submit an assessment that evaluates the identified needs of the PMHS employers the applicant proposes to support via this application. The assessment should engage individuals (Director, Manager, Supervisor and staff) within the identified PMHS employers that would be supported via this application and can be completed through focus groups and/or key-informant interview, and/or a combination of the aforementioned. The assessment should answer the following questions:
 - a. What challenges do the identified PMHS employers face in employing and supporting consumers and family members in the workforce?
 - b. What subjects/issues do the identified PMHS employers feel they need the most training/technical assistance in to further their ability to employ and support consumers and family members in the workforce?
 - c. What organizational tools, best practices, and dissemination activities do the identified PMHS employers believe they would benefit from the most and further their ability to employ and support consumers and family members in the workforce?
 - d. What types of individuals (Director, Manager, Supervisor, and/or staff) do the PMHS employers feel would be most appropriate to engage in the different trainings, technical assistance, and dissemination of organizational tools and best practices to further their ability to employ and support consumers and family members in the workforce?
3. Detailed Work Plan: As a part of Attachment 4, the detailed work plan and a schedule for task completion should include a description of how all the elements below will be addressed. In the work plan, the applicant should:
 - a. List all the organizations within the PMHS (which include but are not limited to: counties, community based organizations, others) that the applicant proposes to support using the table below. Participation verification forms found in Attachment 3 must be submitted for every organization listed below. If participation verification forms are not included, the organization listed will not be counted in the application.

Name of Organization	Type of Organization (CBO/County/Other)	Organization's Geographic Location (County)

- b. Identify how they propose to complete Deliverable 1, which is providing training and technical assistance to PMHS employers listed above and is consistent with this Section D. and with the Scope of Work found in Attachment 7, Sample Grant Agreement. This section should specifically identify how the proposed training and technical assistance meets the needs identified in the Assessment of PMHS Employer Needs and include:
 - I. The types of trainings and technical assistance activities that will be provided;

- II. The number of trainings and technical assistance activities that will be provided per Fiscal Year;
 - III. A description of the types of individuals within PMHS employer organizations that will receive trainings and technical assistance.
 - IV. A description of the process and information that will be gathered through the pre and post surveys.
 - c. Identify how they propose to complete Deliverable 2, which is to develop and disseminate organizational tools and best practices on employing, supporting, and training of consumers and family members to organizations listed above and is consistent with this Section D. and with the Scope of Work found in Attachment 7, Sample Grant Agreement. This section should specifically identify how the proposed development and dissemination of organizational tools and best practices meets the needs identified in the Assessment of PMHS Employer Needs and include:
 - I. The type of activities that will be engaged in to develop and disseminate organizational tools and best practices
 - II. The number of activities that will be engaged in to develop and disseminate organizational tools and best practices per Fiscal Year
 - III. A description of the types of individuals within PMHS employer organizations that will benefit from the development and dissemination of organizational tools and best practices.
 - d. Explain and/or demonstrate throughout the application how the program will be/has been created and/or strengthened to expand PMHS employer's ability to employ and support consumers and family members.
 - e. Explain how they propose to collect and report data to evaluate program outcomes, and report challenges, successes and lessons learned from the activities completed.
4. Project Personnel: The prospective Grantee will submit the titles, job descriptions, and roles of all personnel proposed to work on this project and:
 - a. Identify any sub-contractors that are planned to assist in accomplishing the Scope of Work, including their roles, abilities to provide services, and applicable qualifications. The Grantee will clearly state the projected number of hours the sub-contractors will spend on the project.
 - b. Identify project personnel including sub-contractors with lived experience and/or that have a proven recording of working with individuals of lived experience.
5. Professional References: Any application must be accompanied by:
 - a. Two professional references as provided in Attachment 3 (Proposer References) that describe the applicant's ability to engage in activities outlined in Section D., item 3. Detailed Work Plan and Scope of Work in Attachment 7, Sample Grant Agreement.
 - b. A verification form signed by the Public Mental Health System employers (including counties, community-based organization, others) which identifies that they will engage with the Grantee who will be providing them support (Attachment 3). If verification form is not submitted, the PMHS employer may not be listed in the application.
6. Cost Detail Format and Requirements:
 - a. The total cost of all tasks over three (3) fiscal years; State Fiscal Years (FY) 2014-15, 2015-16, and 2016-17 cannot exceed \$500,000.00. FY 2014-15 cannot exceed \$150,000, FY 2015-16 cannot exceed \$250,000 and 2016-17 cannot exceed \$150,000. A prospective Grantee may, consistent with its work plan and rate proposal, request the distribution of grant funding under this RFA consistent with the FY limitations identified above, but in no event shall total funding for a Grantee under this RFA exceed \$500,000. In the event that a Grantee is awarded, please note that additional reimbursement requirements are as follows:

- I. In FY 2014-15, the first quarter reimbursement cannot exceed 50% of the total funding amount specified by the Grantee for FY 2014-15.
 - II. In FY 2015-16, the first quarter reimbursement cannot exceed 25% of the total funding amount specified by the Grantee for FY 2015-16. Each quarter thereafter, reimbursement cannot exceed 40% of the total funding amount specified by Grantee for FY 2015-16.
 - III. In FY 2016-17, the first quarter reimbursement cannot exceed 25% of the total funding amount specified by the Grantee for FY 2016-17. Each quarter thereafter, reimbursement cannot exceed 40% of the total funding amount specified by Grantee for FY 2016-17.
- b. Applicants **shall use** Attachment 5 (Sample Rate Proposal Worksheet) to prepare the cost detail for submission. The Rate Proposal Worksheet shall be consistent with the rate structure in Attachment 5.
 - c. The major budget categories under this RFA shall be: (i) training and technical assistance to PMHS employers; and (ii) development and dissemination of organizational tools and best practices.
 - d. Budget category details under this RFA are defined as follows:
 - I. "Personnel Services Costs" is defined as total costs of personnel to complete all activities outlined in the application for each deliverable.
 - II. "Administrative Costs" is defined as any and all activities/charges associated with administering the Consumer and Family Member Employment Organizational Support and Development Network including equipment, supplies, travel, operation and maintenance of facilities, including building operation, space, utilities, payroll, and accounting.
 - e. The total Administrative Rate shall not exceed 15 percent of the budget.

E. Application Requirements and Information

1. Key Action Dates:

Event	Date	Time
RFA available to prospective Applicants	August 29, 2014	4:00 PM PDT
Written Question Submittal Deadline	September 5, 2014	4:00 PM PDT
Written responses, if any, to be posted	September 11, 2014	5:00 PM PDT
Mandatory Pre-Application Conference Date	September 17, 2014	3:00 PM PDT
Questions & Answers from Mandatory Pre-Application Conference Posted	September 24, 2014	4:00 PM PDT
Final Date for Application Submission	October 24, 2014	3:30 PM PDT
Notice of Intent to Award	November 7, 2014	4:00 PM PDT
Proposed Grant Agreement Start Date	January 1, 2015	NA

2. Mandatory Pre-Application Conference:

- a. A mandatory pre-application conference is scheduled on **September 17, 2014** 3:00 PM, PDT for the purpose of clarifying the content of this RFA. The mandatory pre-application conference will be available through conference call: (888) 278-0296, Code 233068 or in the OSHPD Sacramento, California office:

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

- b. Only one authorized representative from each potential applicant is required to attend the mandatory pre-application conference. In the event a potential applicant is unable to attend the mandatory pre-application conference, an authorized representative may attend on their behalf. Subcontractors may not represent a potential applicant at a mandatory pre-application conference. No application will be accepted unless the applicant or his/her authorized representative is in attendance. The representative may only sign in for one potential applicant.
- c. Assistance for applicants requiring reasonable accommodation due to a physical, mental or emotional impairment for the mandatory pre-application conference will be provided by OSHPD upon request. The applicant(s) must call OSHPD at (916) 326-3635 no later than the fifth working day prior to the scheduled date and time of the mandatory pre-application conference to arrange for reasonable accommodation.

3. Submission of Application:

- a. Applications should provide straightforward and concise descriptions of the applicant's ability to satisfy the requirements of this RFA. The application must be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of an application.
- b. All applications must be submitted under **sealed** cover and received by OSHPD by the date and time shown in Section E. Application Requirements and Information, item 1. Key Action Dates. 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 proposal must be marked "ORIGINAL COPY". All documents contained in the original application package must have original signatures and must be signed by a person who is authorized to bind the applying entity. 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 #14-5369

Consumer and Family Member Employment Local Organizational Support Networks
DO NOT OPEN

- f. You are advised that you are responsible for ensuring that your application is received by the above listed contact person by the time and date required. Any application reaching the contact person after the deadline date and time will be returned unopened.
- g. If the application is made under a fictitious name or business title, the actual legal name of applicant must be provided.
- h. Applications not submitted under sealed cover and marked as indicated may be rejected.
- i. All applications shall include the documents identified in Attachment 1, Required Attachment Checklist. Applications not including the proper required attachments shall be deemed non-responsive. A non-responsive application is one that does not meet the basic application requirements.
- j. Applications must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and may cause an application to be rejected.
- k. An application may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all applications and may waive an immaterial deviation in an application. The State's waiver of an immaterial deviation shall in no way modify the RFA document or excuse the applicant from full compliance with all requirements if awarded the Agreement.
- l. Costs incurred for developing applications and in anticipation of award of the Agreement are entirely the responsibility of the applicant and shall not be charged to the State of California.
- m. An individual who is authorized to bind the applying firm contractually shall sign the Application/Applicant Certification Sheet, Attachment 2. The signature must indicate the title or position that the individual holds in the firm. An unsigned application may be rejected.
- n. An applicant may modify an application after its submission by withdrawing its original application and resubmitting a new application prior to the final date for application submission as set forth in 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 application by the issuance of an addendum to all parties who received an application package.
- q. OSHPD reserves the right to reject all applications. OSHPD is not required to 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, the applicant should carefully examine work sites and specifications. No additions or increases to the Agreement amount will be made due to a lack of careful examination of work sites and specifications.
- t. The State does not accept alternate 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 7, Sample Grant Agreement are not negotiable.

u. No oral understanding or agreement shall be binding on either party.

4. Evaluation Process:

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

- a. At the time of application opening, each application will be checked for the presence or absence of required information in conformance with the submission requirements of this RFA.
- b. Applications that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the applicant may be rejected.
- c. The final awards will be to the highest scored applications that meet geographic representation in California using the following evaluation tool:

Evaluation Tool	
Technical Merit Scoring Criterion	Maximum Points
<p>Detailed Work Plan and Schedules Identify how the Work Plan (tasks the applicant would be implementing) is consistent with services as described in the Scope of Work of this RFA and the schedule (time frame) for task completion is sufficient to effectively accomplish the tasks.</p>	25
<p>Strength of the Program Explain and/or demonstrate how the program will be/has been created and/or strengthened to expand PMHS employers ability to employ consumers and family members. Priority areas include:</p> <ul style="list-style-type: none"> • Identifying the PMHS employer’s need and challenges and how the application will meet those needs. • Identifying how the types, quantity of, and target audience for training and technical assistance will address the identified needs. • Identifying how the types, quantity of, and target audience of organizational tools and best practices developed and disseminated will address the identified needs. 	40
<p>Project Personnel</p> <ul style="list-style-type: none"> • Identify the titles, job descriptions, and roles, of each of individual/contractor/sub-contractor proposed to be working on the project • Identify the extent to which the listed personnel proposed to work on the project have lived experience and/or a proven record of effectively working with individuals that have lived experience. 	10
<p>Number of PMHS Employers Supported Identify and demonstrate the number of and extent to which the different PMHS employers (including counties, CBOs, others) will be supported via this application. County and CBO participation verification forms must be submitted with application to count the county/CBO under PMHS employers to be supported.</p>	10
<p>Program Evaluation Identify how the applicant plans to collect and report data that evaluates program outcomes, and reports challenges, successes and lessons learned from the activities</p>	10

completed.	
<p>References References will verify the applicant’s capacity to provide the services described in Section D., item 3. Detailed Work Plan and the applicant’s ability to:</p> <ul style="list-style-type: none"> • Work in partnership with a set of counties, community-based organizations, clinics, and other Public Mental Health System employers, and • Provide training and technical assistance, and organizational tools and best practices, to Public Mental Health System employers that support them in employing and supporting consumers and family members into their workforce. 	5
Total Possible Points	100

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

5. Award and Protest:

- a. A total of \$2,000,000.00 shall be available for the Consumer and Family Member Employment Organizational Support and Development Networks for FYs 2014-15, 2015-16, and 2016-17.
- b. Up to four (4) applicants may be awarded a Grant Agreement under this Consumer and Family Member Employment Organizational Support and Development Networks RFA. The total costs of all tasks and milestones cannot exceed \$500,000.00 per Agreement.
- c. OSHPD reserves the right to determine the number of Agreement(s) to be awarded.
- e. 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.
- f. Notice of the proposed award shall be posted in a public place in the offices of OSHPD, 400 R Street, Room 359, for five (5) working days prior to awarding the Agreement.
- g. Protest Procedures

- I. A Letter of Protest must be received at the following address not later than five (5) working days (excluding the first day and including the last day) from the date of the posting of Notice of Intent to Award:

RFA # 14-5369

Consumer and Family Member Employment Local
Organizational Support Networks
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 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.

6. Disposition of Applications:

Upon application opening, all documents submitted in response to this RFA will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

7. Agreement Execution and Performance:

- a. It is anticipated that the Agreement will begin on **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. OSHPD will evaluate the Grantee(s)' performance to determine whether and to what extent they are meeting the deliverables.
- e. OSHPD reserves the right to cancel the Agreement should the deliverables not meet OSHPD's expectations.

F. REQUIRED ATTACHMENTS

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

- | | |
|--------------|--|
| Attachment 1 | Required Attachment Check List |
| Attachment 2 | Application/Applicant Certification Sheet |
| Attachment 3 | Applicant References and County/CBO Participation Verification |
| Attachment 4 | Work Plan and Schedule for Task Completion |
| Attachment 5 | Sample Rate Proposal Worksheet |
| Attachment 6 | Payee Data Record (STD 204) |

- Attachment 7 Sample Grant Agreement has been included for your reference only. Only the successful applicant(s) will submit these documents, after the award is made.

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

Applicant Name: _____

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

<u>✓</u>	<u>Attachment</u>	<u>Attachment Name/Description</u>
_____	Attachment 1	Required Attachment Check List
_____	Attachment 2	Application/Applicant Certification Sheet
_____	Attachment 3	Applicant References and County/CBO Participation Verification
_____	Attachment 4	Executive Summary, Assessment of PMHS Employer Needs, Work Plan and Schedule for Task Completion
_____	Attachment 5	Sample Rate Proposal Worksheet
_____	Attachment 6	Payee Data Record (STD 204)

ATTACHMENT 2

APPLICATION/APPLICANT CERTIFICATION SHEET

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

Do not return Section E. Application Requirements and Information or the "Sample 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

Company Name	Telephone Number
Address	Fax Number
Name	Title
Signature	Date

ATTACHMENT 3

APPLICANT REFERENCES AND COUNTY/CBO PARTICIPATION VERIFICATION

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

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

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

REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Email Address			
Dates of Service		Value or Cost of Service	
Narrative of Service Provided (include timeline and outcomes)			
What is the role of the reference/firm?			

**COUNTY MENTAL HEALTH/COMMUNITY-BASED ORGANIZATION DIRECTOR or
AUTHORIZED DESIGNEE PARTICIPATION VERIFICATION FORM**

Date:

County/Community-Based Organization:

This application will support services/activities/programs for the Public Mental Health System (PMHS) that enhance our ability to employ, support, and train consumers and family members into the workforce. I therefore attest that my organization is part of the PMHS and, where applicable, my organization will engage with _____ (Applicant Organization) as they provide the following services/activities/programs:

- Training and technical assistant to management, supervisors, and staff; and
- Development and dissemination of organizational tools and best practices on hiring and training of consumers and family members.

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

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

Date

ATTACHMENT 4

Required Application Components 1.-3. as defined in Section D. Developing an Application

(Attachment 4 should include the 1. Executive Summary, 2. Assessment of PMHS Employer Needs, 3. Detailed Work Plan and a Schedule for Task Completion)

ATTACHMENT 5
SAMPLE RATE PROPOSAL WORKSHEET

Applicant Name: _____

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

Total Proposal Budget: \$_____

1. Summary of Rate Allocated Per Deliverable:

	Year 1 FY 14/15	Year 2 FY 15/16	Year 3 FY16/17	Subtotals
Deliverable 1- Training and Technical Assistance to PMHS Employers	\$_____	\$_____	\$_____	\$_____
Deliverable 2- Development and Dissemination of Organizational Tools and Best Practices	\$_____	\$_____	\$_____	\$_____
Yearly Totals	\$_____	\$_____	\$_____	\$_____

2. Detailed Cost Breakout per Deliverable:

In the section below, per deliverable, provide a detailed breakdown of the budget per fiscal year. For each deliverables you are required to provide a detailed budget per FY that identifies 1) Personnel Service Costs; and 2) Administrative Costs to perform the activities outlined in the scope of work and application. For the purposes of completing the detailed budget below, the following definitions apply:

- a. "Personnel Services Costs" is defined as total costs of personnel to complete all activities outlined in the application for each deliverable.
- b. "Administrative Costs" is defined as any and all activities/charges associated with administering the activities outlined in the application for each deliverable including equipment, supplies, travel, operation and maintenance of facilities, including building operation, space, utilities, payroll, and accounting.

Deliverable 1- Training and Technical Assistance for PMHS Employers	
Year 1 FY 14/15	
Budget Line Item	Total Reimbursement Not to Exceed
Personnel Services Costs [Name or Type of Personnel] [Name or Type of Personnel]	\$ \$
Administrative Costs [Type of Admin Cost] [Type of Admin Cost] [Type of Admin Cost]	\$ \$ \$
Sub-total for Year 1	
Year 2 FY 15/16	
Budget Line Item	Total Reimbursement Not to Exceed
Personnel Services Costs [Name or Type of Personnel] [Name or Type of Personnel]	\$ \$
Administrative Costs [Type of Admin Cost] [Type of Admin Cost] [Type of Admin Cost]	\$ \$ \$
Sub-total for Year 2	
Year 3 FY16/17	
Budget Line Item	Total Reimbursement Not to Exceed
Personnel Services Costs [Name or Type of Personnel] [Name or Type of Personnel]	\$ \$
Administrative Costs [Type of Admin Cost] [Type of Admin Cost] [Type of Admin Cost]	\$ \$ \$
Sub-total for Year 2	

Deliverable 2- Development and Dissemination of Organizational Tools and Best Practices	
Year 1 FY 14/15	
Budget Line Item	Total Reimbursement Not to Exceed
Personnel Services Costs [Name or Type of Personnel] [Name or Type of Personnel]	\$ \$
Administrative Costs [Type of Admin Cost] [Type of Admin Cost] [Type of Admin Cost]	\$ \$ \$
Sub-total for Year 1	
Year 2 FY 15/16	
Budget Line Item	Total Reimbursement Not to Exceed
Personnel Services Costs [Name or Type of Personnel] [Name or Type of Personnel]	\$ \$
Administrative Costs [Type of Admin Cost] [Type of Admin Cost] [Type of Admin Cost]	\$ \$ \$
Sub-total for Year 2	
Year 3 FY16/17	
Budget Line Item	Total Reimbursement Not to Exceed
Personnel Services Costs [Name or Type of Personnel] [Name or Type of Personnel]	\$ \$
Administrative Costs [Type of Admin Cost] [Type of Admin Cost] [Type of Admin Cost]	\$ \$ \$
Sub-total for Year 2	

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

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

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

ATTACHMENT 7
SAMPLE GRANT AGREEMENT

GRANT AGREEMENT BETWEEN THE
OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT AND
«Grantee_Name»
For The
CONSUMER AND FAMILY MEMBER EMPLOYMENT LOCAL ORGANIZATIONAL
SUPPORT AND DEVELOPMENT NETWORK GRANT AGREEMENT NUMBER «Grant_Number»

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

WHEREAS, Welfare and Institutions Code Section 5822(g) statutorily authorizes OSHPD to engage in activities that promote the employment of mental health consumers and family members in the mental health system.

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 and community stakeholders have identified the need to provide support and development to organizations that enable them to employ, support, and train consumer and family members in the workforce.

WHEREAS, supporting consumer and family member employment is included as a priority strategy under the Mental Health Services Act (MHSA) Workforce Education and Training (WET) Five-Year Plan 2014-2019 which was approved by the California Mental Health Planning Council.

WHEREAS, the Grantee applied to participate in the Consumer and Family Member Employment Local Organizational Support and Development program, by submitting an application in response to the Consumer and Family Member Employment Local Organizational Support and Development Network Request for Application.

WHEREAS, the Consumer and Family Member Employment Local Organizational Support and Development program will provide services to Public Mental Health System (PMHS) employers to support their ability to employ and support consumers and family members in the workforce via training and technical assistance, and the development and dissemination of organizational tools and best practices.

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

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

A. Definitions:

1. “Administrative Costs” means any and all activities/charges associated with administering the Consumer and Family Member Employment Local Organizational Support and Development Network

including equipment, supplies, travel, operation and maintenance of facilities, including building operation, space, utilities, payroll, and accounting.

2. “Application” means the grant application/proposal submitted by Grantee.
3. “Consumer” means as referred to as Client in *Title 9, CCR, Section 3200.040*, is an individual of any age who is receiving or has received mental health services. The term “client” includes those who refer to themselves as clients, consumers, survivors, patients or ex-patients.
4. “Director” means the Director of the Office of Statewide Health Planning and Development or his designee.
5. “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.
6. “Grant Agreement/Grant Number” means Grant Number «Grant_Number» awarded to Grantee.
7. “Grantee” means the fiscally responsible entity in charge of administering the Grant Funds and includes the program identified on the grant application.
8. “Grant Funds” means the money provided by OSHPD for the project described by Grantee in its application and Scope of Work.
9. “Other Sources of Funds” means all cash, donations, or in-kind contributions that are required or used to complete the Project beyond in addition to the grant funds provided by this Grant Agreement.
10. “Personnel Services Costs” means the total costs of personnel to complete all activities outlined in the application for each deliverable.
11. “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.
12. “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*
13. “Program” means the Grantee’s training program(s) listed on the grant application.
14. “Program Representative” means the representative of the Grantee for which Agreement funds are being awarded
15. “Project” means the activity described in the Grantee’s application and Scope of Work to be accomplished with the grant Funds.
16. “State” means the State of California and includes all its Departments, Agencies, Committees and Commissions.

17. “Training Institution” means the Grantee.

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

C. Scope of Work:

1. Consistent with the RFA, Grantee agrees to perform all activities specifically identified in Grantee’s application, including the assessment and work plan prepared and submitted by Grantee in response to the RFA. RFA #14-5369 and Grantee’s application, including the assessment and work plan prepared and submitted by Grantee, are incorporated herein by reference.
2. While performing the Scope of Work activities outlined in Section C-1, the Grantee shall:
 - a. Ensure that the employers supported are in the PMHS and are consistent with the PMHS employers identified in the application. The Grantee shall notify OSHPD in the progress reports if PMHS employers, in addition to those identified within the application are providing services.
 - b. Ensure that where applicable, the personnel providing the training and technical assistance to PMHS employers have lived or have a proven track record or working with individuals with lived experience.
 - c. Ensure that all services are consistent with the work plan and schedule outlined in the application.
 - d. Not conduct lobbying activities as part of this Agreement.
 - e. Credit OSHPD and the MHSA in all publications resulting from this Agreement.

D. Program Reports:

1. Grantee shall complete no more than quarterly progress reports each Fiscal Year using the progress report template found in Attachment 2, progress report, to demonstrate completion of Scope of Work activities and evaluate the program’s effectiveness. Grantee shall submit a quarterly progress report only in quarters where they have engaged in activities that were outlined in the Grantee’s application. Grantee shall submit progress reports within 30 days of the end of each Fiscal Year Quarter when Grant Agreement activities are engaged as provided below:

	FY 2014-15	FY 2015-16	FY2016-17
Progress Report #1	Jan-Mar, due by Apr 30	Jul-Sept, due by Oct 30	Jul-Sept, due by Oct 30
Progress Report #2	Apr-Jun, due by Jul 30	Oct-Dec, due by Jan 30	Oct-Dec, due by Jan 30
Progress Report #3	Only 2 quarters in first FY	Jan-Mar, due by April 30	Jan-Mar, due by April 30
Progress Report #4	Only 2 quarters in first FY	Apr-Jun, due by July 30	Apr-Jun, due by July 30

2. Grantee shall submit a complete final report on a form to be provided by OSHPD within forty-five (45) days of the end of the Agreement Term.
3. Email the electronic copy of the progress reports to OSHPD.MHSAWET@oshpd.ca.gov
4. OSHPD reserves the right to cancel this Agreement in accordance with Section I, Terms and Conditions, if, in any fiscal year, the deliverables do not meet OSHPD’s expectations.

E. Invoicing:

1. For services satisfactorily rendered in accordance with the Scope of Work and activities outlined in the application, and upon receipt and approval of the invoices, OSHPD agrees to compensate the Grantee in accordance with the rates specified in Section F. Budget Detail.
2. The Grantee shall not invoice OSHPD for work performed under this Agreement until the Grantee receives confirmation from OSHPD that the progress reports reflected in the invoice has been completed to OSHPD's satisfaction.
3. Invoices shall be submitted not more frequently than quarterly in arrears.
4. Invoices will not be paid until the progress report is reviewed and approved.
5. The total amount payable to the Grantee under this Agreement shall not exceed «Amount» («Amt_Spelled»). The total yearly amount payable to the Grantee under this Agreement shall not exceed the following for each specified year: FY 2014-15 «Amount» («Amt_Spelled»), FY 2015-16 «Amount» («Amt_Spelled»), and FY 2016-17 «Amount» («Amt_Spelled»).
6. The following items are required on all invoices:
 - a. Invoice should be on Grantees printed letterhead with Grantee name and address;
 - b. Costs incurred shall be itemized in accordance with Section F. Budget Detail;
 - c. Date(s) of services or Progress reports provided;
 - d. OSHPD Agreement number 14-XXXX;
 - e. Invoice date;
 - f. Invoice total; and
 - g. Authorizing signature.
7. To expedite the processing of invoices submitted to OSHPD for payment, all invoices shall be submitted in triplicate to OSHPD Accounting at the following address:

Office of Statewide Health Planning and Development (OSHPD)
Attn: Accounting
400 R Street, Suite 359
Sacramento, CA 95811
8. OSHPD will withhold the final quarterly payments due to the Grantee each FY under this Agreement until the Grantee completes all activities outlined in the application for that FY and the final FY quarterly Progress report is submitted to OSHPD and approved. OSHPD will notify the Grantee of approval in writing
9. OSHPD will withhold the final payment due to the Grantee under this Agreement until the Grantee submits a final report to OSHPD that provides a summary of major outcomes, successes, trends, and lessons learned from Agreement activities. OSHPD will notify the Grantee of approval of final report in writing.

F. Budget Detail:

1. OSHPD shall reimburse the Grantee for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. Grantee may, consistent with its work plan and rate proposal, request the distribution of grant funding consistent with the fiscal year limitations identified below, but in no event shall total funding under this Agreement exceed \$500,000. In each fiscal year during the Agreement term, reimbursement shall not exceed the following:
 - a. In FY 2014-15 funding to the Grantee under this Agreement cannot exceed \$150,000. Additionally, the first quarter reimbursement cannot exceed 50% of the total funding amount specified by the Grantee for FY 2014-15.
 - b. In FY 2015-16 funding to the Grantee cannot exceed \$250,000. Additionally, the first quarter reimbursement cannot exceed 25% of the total funding amount specified by the Grantee for FY 2015-16. Each quarter thereafter in FY 2015-16, reimbursement cannot exceed 40% of the total funding amount specified by Grantee for FY 2015-16.
 - c. In FY 2016-17 funding to the Grantee cannot exceed \$150,000. Additionally, the first quarter reimbursement cannot exceed 25% of the total funding amount specified by the Grantee for FY 2016-17. Each quarter thereafter in FY 2016-17, reimbursement cannot exceed 40% of the total funding amount specified by Grantee for FY 2016-17.

2. The reimbursement shall not exceed the following deliverable and budget line rates per year, per deliverable including the following:

Deliverable 1- Training and Technical Assistance for PMHS Employers	
Year 1 FY 14/15	
Budget Line Item	Total Reimbursement Not to Exceed
Personnel Services Costs [Name or Type of Personnel] [Name or Type of Personnel]	\$ \$
Administrative Costs [Type of Admin Cost] [Type of Admin Cost] [Type of Admin Cost]	\$ \$ \$
Sub-total for Year 1	
Year 2 FY 15/16	
Budget Line Item	Total Reimbursement Not to Exceed
Personnel Services Costs	\$

[Name or Type of Personnel] [Name or Type of Personnel]	\$
Administrative Costs [Type of Admin Cost] [Type of Admin Cost] [Type of Admin Cost]	\$ \$ \$
Sub-total for Year 2	

Year 3 FY16/17	
Budget Line Item	Total Reimbursement Not to Exceed
Personnel Services Costs [Name or Type of Personnel] [Name or Type of Personnel]	\$ \$
Administrative Costs [Type of Admin Cost] [Type of Admin Cost] [Type of Admin Cost]	\$ \$ \$
Sub-total for Year 2	

Deliverable 2- Development and Dissemination of Organizational Tools and Best Practices	
Year 1 FY 14/15	
Budget Line Item	Total Reimbursement Not to Exceed
Personnel Services Costs [Name or Type of Personnel] [Name or Type of Personnel]	\$ \$
Administrative Costs [Type of Admin Cost] [Type of Admin Cost] [Type of Admin Cost]	\$ \$ \$
Sub-total for Year 1	
Year 2 FY 15/16	
Budget Line Item	Total Reimbursement Not to Exceed
Personnel Services Costs [Name or Type of Personnel] [Name or Type of Personnel]	\$ \$

Administrative Costs [Type of Admin Cost]	\$
[Type of Admin Cost]	\$
[Type of Admin Cost]	\$
Sub-total for Year 2	
Year 3 FY16/17	
Budget Line Item	Total Reimbursement Not to Exceed
Personnel Services Costs [Name or Type of Personnel]	\$
[Name or Type of Personnel]	\$
Administrative Costs [Type of Admin Cost]	\$
[Type of Admin Cost]	\$
[Type of Admin Cost]	\$
Sub-total for Year 2	

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 be of no further force and effect. In this event, the OSHPD 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 OSHPD shall have the option to either cancel this Agreement with no liability occurring to the OSHPD, or offer an Agreement amendment to Grantee to reflect the reduced amount.

H. 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 to change the budget shall be submitted in writing for OSHPD approval and shall include an explanation for the reallocation of funds by the Grantee. An accounting of how the funds were expended will also be submitted with the final report.
3. All requests for extending the grant period shall be submitted in writing to OSHPD for approval. Requests for a time extension must be made to OSHPD no later than ninety (90) calendar days prior to the expiration of the Agreement. There shall be no activity on an Agreement after its expiration.

I. Terms and Conditions:

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

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, exhibits and forms constitutes the entire and final Agreement between the parties and supersedes any and all prior oral or written agreements or discussions.
3. **Ownership and Public Records Act:** All reports and the supporting documentation and data collected during the funding period which are embodied in those reports, shall become the property of the State and subject to disclosure under the Public Records Act.
4. **Additional Audits:** 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 Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
 - b. "Generated data" is that data, which a Grantee has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Grantee in the performance of this Agreement at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.

- c. "Deliverable data" are that data which, under terms of this Agreement, are required to be delivered to the State. Such data shall be property of the State.
 - d. Prior to the expiration of any legally required retention period and before destroying any data, 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 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 Agreement.
6. Independent Grantee: Grantee and the agents and employees of 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 will not operate or be construed as a waiver of any other subsequent breach by 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 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.
 - c. Grantee may appeal the decision of the Deputy Director by submitting written notice to the Director of its intent to appeal, within ten (10) working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the Grantee within twenty (20) working days of receipt of the Grantee's letter. The Director's decision will be final.
14. Termination For Cause: OSHPD may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided.
15. Potential Subcontractors: Nothing contained in this Agreement shall create any contractual relation between the State and any subcontractor of the Grantee, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for any and all acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from OSHPD's obligation to disburse funds to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any money to any subcontractor.
16. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
17. Unenforceable Provision: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

J. Project Representatives: The project representatives during the term of this Agreement are listed below.

Direct all Grant Agreement inquiries to:

State Agency: Office of Statewide Health Planning and Development	Grantee: «Grantee_Name»
Section/Unit: Healthcare Workforce Development Division/ Workforce Education and Training	

Name: Brent Houser, Program Manager	Name (Main Contact): «CO_First_Name» «CO_Last_Name» «Grantee_Officer_Title»
Address: 400 R Street, Suite 330 Sacramento, CA 95811-6213	Address: «Grantee_Street_Address», «Grantee_Ste» «Grantee_City», «State» «Zip»
Phone: (916) 326-3755	Phone: «Grantee_Phone»
Email: brent.houser@oshpd.ca.gov	Email: «Grantee_Email_»

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

State Agency: Office of Statewide Health Planning and Development	Program Representative:
Section/Unit: Healthcare Workforce Development Division/ Workforce Education and Training	
Name: Brent Houser, Program Specialist	Name of Representative: «lblProgramDirector»,
Address: 400 R Street, Suite 330 Sacramento, CA 95811-6213	Address: «Address» «City», «State1» «Zip»
Phone: (916) 326-3755	Phone: «PR_Phone»
Email: brent.houser@oshpd.ca.gov	Email: «PR_Email»

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

OFFICE OF STATEWIDE HEALTH
PLANNING AND DEVELOPMENT

GRANTEE: «Grantee_Name»,

Signature:

Signature:

Name: _____

Name: _____

Title: _____

Title: _____

Attachment 1
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, exhibits and forms constitutes the entire and final Agreement between the parties and supersedes any and all prior oral or written agreements or discussions.
3. Additional Audits: 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 Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
 - b. "Generated data" is that data, which a Grantee has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Grantee in the performance of this Agreement at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
 - c. "Deliverable data" are that data which, under terms of this Agreement, are required to be delivered to the State. Such data shall be property of the State.
 - d. Prior to the expiration of any legally required retention period and before destroying any data, 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 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 Agreement.
5. 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 subsequent breach by 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 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.
 - c. Grantee may appeal the decision of the Deputy Director by submitting written notice to the Director of its intent to appeal, within ten (10) working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the Grantee within twenty (20) working days of receipt of the Grantee's letter. The Director's decision will be final.
9. Termination For Cause: OSHPD may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided.

Attachment 2
CONSUMER AND FAMILY MEMBER EMPLOYMENT LOCAL ORGANIZATIONAL SUPPORT AND DEVELOPMENT NETWORK
PROGRESS REPORT

Purpose: This quarterly progress report describes the deliverables for which the Grantee is invoicing for this quarter.

Date:

Program Name:

Agreement # and executed date:

Progress Report # since Agreement was executed:

I. Contact Information

Name	Position/Title	Phone	E-mail

II. Revision to Work Plan Activities

NOTE: Please describe only if this has changed since you submitted your last progress report.

- Provide a brief description of any changes in your work plan activities.
- Briefly describe how these changes align with the intent of the Consumer and Family Member Employment Organizational Support and Development Network. *(no more than four sentences per change)*

VI. Budget Information

Provide the following budget information for the quarter of the Fiscal Year (FY) of this progress report.

Budget Line Item	Beginning Balance for FY____	Total Invoiced in this Progress Report	Total Invoiced for FY____	Balance Remaining for FY____
Training and Technical Assistance to PMHS Employers	Personnel Services Costs \$	Personnel Services Costs \$	Personnel Services Costs \$	Personnel Services Costs \$
	Administrative Costs \$	Administrative Costs \$	Administrative Costs \$	Administrative Costs \$
Development and Dissemination of Organizational Tools and Best Practices	Personnel Services Costs \$	Personnel Services Costs \$	Personnel Services Costs \$	Personnel Services Costs \$
	Administrative Costs \$	Administrative Costs \$	Administrative Costs \$	Administrative Costs \$

Provide the following Activities information for the quarter of the Fiscal Year (FY) of this progress report.

FY ____ Activities	Total # of Activities outlined in Application in this FY	Total # of Activities Completed in this Progress Report	Total # of Activities Completed in this FY	Total # of Activities Remaining in this FY
Training and Technical Assistance to PMHS Employers	Number of Activities:	Number of Activities:	Number of Activities:	Number of Activities:
Development and Dissemination of Organizational Tools and Best Practices	Number of Activities:	Number of Activities:	Number of Activities:	Number of Activities:

VII. Additional Documents

The following additional documents should be sent electronically as part of the progress report:

- Organizational tools and/or best practices developed; and
- Analysis of pre and post training and technical assistance survey