



Office of Statewide Health  
Planning and Development

**REQUEST FOR APPLICATION**  
**Education Capacity – Psychiatric Mental Health Nurse Practitioner**  
**RFA # 16-7557**  
**Notice to Prospective Applicants**

**January 12, 2017**

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 the instructions delineated in this document. Failure to comply with any of the requirements may result in rejection of your application. By submitting an application, your organization agrees to the terms and conditions stated in this RFA and the proposed Grant Agreement in Attachment 7.

This solicitation is published online in the California State Contracts Register (CSCR) at <https://caleprocure.com/pages/Events-BS3/event-search.aspx>. You must register online at <https://www.caleprocure.ca.gov/pages/> to ensure you receive all addenda and answers to questions.

The application submission deadline is **March 21, 2017 no later than 3:30 PM, PDT. All late, faxed, and/or emailed applications will be rejected** and returned to the applicant. Applications must be received on or before the date and time specified herein (See Section E for Application Requirements and Information).

The Office of Statewide Health Planning and Development (OSHPD) considers this RFA to be complete and without need of explanation. If you have questions, notice any discrepancies or inconsistencies, or need any clarifying information, submit your questions to [OSHPD.MHSAWET@oshpd.ca.gov](mailto:OSHPD.MHSAWET@oshpd.ca.gov) no later than the date stated in Section E., Item 1. Key Action Dates. Please note that verbal information provided by OSHPD will not be binding unless OSHPD issues such information in writing as an official addendum, or as answers to questions at the CSCR website.

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

Agreements entered into with State of California agencies will be completed as Interagency Agreements (IAAs) and shall be governed by the Terms and Conditions delineated in Attachment 7: Sample Grant Agreement, Appendix 1: Terms and Conditions for Interagency Agreements.

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

This solicitation may result in multiple grant agreements and/or IAAs. See Section E: Application Requirements and Information for the evaluation process.

**Table of Contents**

A. Background.....	3
B. Purpose and Description of Services.....	3
C. Minimum Qualifications for Applicants.....	5
D. Developing an Application.....	5
E. Application Requirements and Information.....	11
1. Key Action Dates.....	11
2. Mandatory Pre-Application Conference.....	11
3. Submission of Application.....	12
4. Evaluation Process.....	14
5. Award and Protest.....	15
6. Disposition of Applications.....	16
7. Agreement Execution and Performance.....	16
F. Required Attachments.....	17
Attachment 1: Required Attachment Check List.....	18
Attachment 2: Application/Applicant Certification Sheet.....	19
Attachment 3: Statement of Agreement Between Psychiatric Mental Health Nurse Practitioner Program and County/Community-Based Organization(s) and Applicant References.....	20
Attachment 4: Required Application Components.....	23
Attachment 5: Sample Rate Proposal Worksheet.....	24
Attachment 6: Payee Data Record (STD 204).....	25
Attachment 7: Sample Grant Agreement.....	27
A. Definitions.....	27
B. Terms of the Agreement.....	30
C. Scope of Work/Deliverables.....	30
D. Program Reports.....	32
E. Invoicing.....	33
F. Budget Detail.....	34
G. Budget Contingency Clause.....	37
H. Budget Adjustments.....	37
I. General Terms and Conditions.....	37
J. Project Representatives.....	40
Appendix 1: Terms and Conditions for Interagency Agreements.....	43
Appendix 2: Participant Demographic Information Survey.....	45
Appendix 3: Psychiatric Mental Health Nurse Practitioner Educational Capacity Progress Report ...	47
Appendix 4: CCC-307.....	51

## **A. Background**

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

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

This RFA will result in grant agreement(s) and/or IAAs with public, private, and/or non-profit organizations for the supervision of Psychiatric Mental Health Nurse Practitioners (PMHNPs) 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
  - e. Coordination of care
3. Ensure PMHNPs work on multi-disciplinary teams.
4. Work with populations identified by the community PMHS.
5. Meet the needs consistent with the vision and values of the MHSA.
6. Prepare PMHNPs to deliver public mental health services that promote wellness, recovery, and resilience.

## **B. Purpose and Description of Services**

OSHPD is issuing this RFA with total funding available of \$4,200,000 to fund organizations up to \$1,050,000 per Agreement, for a total of three fiscal years. The goal of this RFA is to enter into grant agreement(s) and/or IAAs to fund co-located supervisory staff time to increase the educational capacity of PMHNP programs in the PMHS that will:

1. Address the service and PMHS 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 spend in the PMHS.
4. Ensure that PMHNP students increase the number of hours they spend in the PMHS.
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
  - e. Coordination of care
8. Revise, if applicable, the curriculum to include the core values of the MHSA, which are: community collaboration, cultural competence, consumer/family-driven mental health system, wellness, recovery and resilience focus, and an integrated service experience for consumers and their families to address the changing needs of the PMHS.
9. Encourage PMHNP students to continue working in the PMHS after they complete their certification requirements.
10. When appropriate, encourage Psychiatrists to enter into Collaboration Agreements with PMHNPs. The Collaboration Agreement should be consistent with Business and Professions Code section 2836.1. Per Business and Professions Code section 2836.1, a Psychiatrist may not have Collaboration Agreements with more than four PMHNPs at any given time. Psychiatrist supervision includes:
  - a. Collaboration on the development of standardized procedures.
  - b. Approval of standardized procedures.
  - c. Telephone availability while patients are being examined by the PMHNP.

The Grantee(s) shall report outcome data at least quarterly using the progress report template in Attachment 7: Sample Grant Agreement, Appendix 3: Psychiatric Mental Health Nurse Practitioner Educational Capacity Progress Report. Attachment 7: Sample Grant Agreement provides further details regarding this requirement.

Subject to the availability of funds, the period of this grant agreement and/or IAA will be from **May 15, 2017** through **June 30, 2019**.

Carefully review and consider all the elements outlined in Attachment 7: 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 PMHNP Program in California that includes as part of its application a Statement of Agreement with a county, multiple counties, or a Community-Based Organization (CBO).
2. A county or group of counties, with one county acting as the fiscal sponsor, that has a clinical preceptor contract with a PMHNP Program, and includes a Statement of Agreement with a PMHNP Program in the application.
3. A CBO that has a clinical preceptor contract with a PMHNP Program, and includes a Statement of Agreement with a PMHNP program in the application.

Applicant organizations must also be able to:

1. Identify the hours of co-located supervisory staff time that will be placed in the PMHS.
2. Provide the number of additional PMHNP students who will be overseen by the co-located supervisory staff in the PMHS.
3. Provide the additional hours that PMHNP students will spend in the PMHS.
4. Identify the sites where the co-located supervisory staff will oversee PMHNP students.
5. Demonstrate how the co-located supervisory staff and PMHNP students will provide services to the populations identified by the county PMHS.
6. Demonstrate how the co-located supervisor staff will provide training and clinical supervision to PMHNP students in the PMHS that leads to certification by the Board of Registered Nursing.
7. Demonstrate how the co-located supervisory staff will train PMHNP students to work on multi-disciplinary teams in positions of need as identified by the county PMHS.
8. Demonstrate how the co-located supervisory staff will train PMHNP students to work with populations identified by the county PMHS.

### **D. Developing an Application**

To develop a successful application, applicants must respond to this RFA in its entirety. Applications that do not meet the basic application requirements, as detailed in Attachment 1: Required Attachment Check List, are considered non-responsive.

1. Attachment 1: Required Attachment Check List
  - a. A complete application package must include all items identified on the Required Attachment Check List. Complete the checklist to confirm inclusion of required items in the application package.
2. Attachment 2: Application/Applicant Certification Sheet

- a. Sign and return the Application/Applicant Certification Sheet in duplicate with original signatures. An unsigned Application/Applicant Certification Sheet may be cause for application rejection.
3. Attachment 3: Statement of Agreement and Applicant References
    - a. The application must be accompanied by two professional references that describe the applicant's ability to engage in activities outlined in the "Detailed Work Plan" referenced in Section D, Developing an Application and the "Scope of Work" located in Attachment 7: Sample Grant Agreement. OSHPD reserves the right to contact any references provided for verification purposes.
    - b. The application must be accompanied by a Statement of Agreement form signed by the PMHS site(s), including counties, CBOs, and others, identifying that they will engage with the applicant. If this Statement of Agreement form is not submitted, the PMHS site(s) may not be listed on the application and those that are listed without the inclusion of a Statement of Agreement form will not be considered during the evaluation process.
4. Attachment 4: Required Application Components
    - a. Executive Summary: Provide an overview of your ability to provide the PMHNP Educational Capacity services such as those delineated in Section B. Purpose and Description of Services.
    - b. Detailed Work Plan and Schedule: Provide a detailed work plan and schedule for task completion, as required in Attachment 7: Sample Grant Agreement, including a description of how all the following elements will be addressed:
      - i. "Co-Located Supervisor Staff Time" shall be defined as any of the following:
        - A licensed psychiatrist or PMHNP practicing and employed in the PMHS who has a preceptorship agreement with an accredited PMHNP Program in California or is employed by an entity that has a preceptorship agreement with an accredited PMHNP Program in California.
        - Psychiatrist faculty from a Psychiatric Residency Program in California who is co-located in the PMHS.
        - PMHNP faculty from a PMHNP Residency Program in California who is co-located in the PMHS.
      - ii. Collaboration Agreement (optional): Should the applicant use non-administration rate funds to encourage Psychiatrists to enter into Collaboration Agreements with PMHNPs, the Collaboration Agreement shall be consistent with Business and Professions Code Section 2836.1. A Psychiatrist may not have Collaboration Agreements with more than four PMHNPs at any given time. Psychiatrist supervision includes:
        - a. Collaboration on the development of standardized procedures.
        - b. Approval of standardized procedures.
        - c. Telephone availability while the patients are being examined by the PMHNP.

- iii. Facilities and Resources: Explain where the services will be provided and what types of requirements are needed to perform the services.
- iv. Capacity: Demonstrate the ability to administer the Education Capacity-Psychiatric Mental Health Nurse Practitioner program, including the number of PMHNP students educated per year, ratio of co-located supervisor staff per PMHNP students, and 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.
- v. Partnerships: Demonstrate how it will strengthen educational partnerships, community support, and workforce preparation between the applicant and the county(ies). Clearly define and describe the relationship between the PMHNP Program and the county Department of Mental Health or CBO, including the following information:
  - a. The PMHNP Program or the county/CBO providing co-located supervisor staff time.
  - b. The number of PMHNP students whom the program will place in the preceptorship to be supervised by the co-located supervisor staff time.
  - c. Whether the supervisor staff time is a:
    - Co-located Psychiatric Mental Health Nurse Practice Faculty
    - Co-located Psychiatrist Faculty
    - PMHNP and/or Psychiatrist clinician employed by the county/CBO
  - d. The PMHNP program and PMHS collaboration in training the psychiatric residents/fellows.
  - e. The PMHS will provide the sites at which the staff will be co-located and supervise PMHNP students.
- vi. Multi-Disciplinary Team Approach: Demonstrate the program's ability to include a multi-disciplinary team approach and interdisciplinary training that:
  - a. Fosters the use of mental health care teams with family practice physicians and psychiatrists.
  - b. Proposes programs in accordance with elements of the MHSA as outlined in Appendix 3, Psychiatric Mental Health Nurse Practitioner Educational Capacity Progress Report located in Attachment 7: Sample Grant Agreement.
  - c. Focuses on the recruitment of PMHNPs who can meet cultural competency needs consistent with the elements of the MHSA.
- vii. Recruitment: Demonstrate how recruitment efforts address the needs of the PMHS.
- viii. Participants: Explain how the program will work to ensure that PMHNP students will continue to work in the PMHS upon successful completion of the program, specifically detailing how they will be able to contribute to a diverse, culturally sensitive, and competent Public Mental Health Workforce.
- ix. Curriculum: Demonstrate how they will develop/revise and provide teaching methods that integrate theory and practice, while promoting the elements of the MHSA as outlined in Appendix 3: Psychiatric Mental Health Nurse Practitioner Educational Capacity Progress Report located in Attachment 7: Sample Grant Agreement.

- x. Sustainability: Demonstrate the sustainability of the proposed program and show that it is a replicable model.
  - xi. Additional Information: The applicant shall also respond as part of their application to the following:
    - a. Explain the program strategies to increase the delivery of PMHNP services in the PMHS. Evidence of the applicant's ability to ensure PMHNP services in the PMHS may include, but not be limited to, agreement(s) between the PMNHP Program and one or more of the following: regional partnership(s), county(s), CBOs, and other relevant local entities.
    - b. Provide the total number of clinical hours that students participating in the applicant's PMHNP are required to complete per year to satisfy program requirements.
    - c. If applicable, provide the required number of hours per year that students participating in the applicant's PMHNP Program must spend in a field placement located in the PMHS.
    - d. If applicable, provide the percent of the total number of clinical hours that students participating in the applicant's PMHNP Program must spend in the PMHS.
    - e. Provide the average (or mean) number of hours PMHNP students spend at Public Mental Health sites per year. The average must be derived using actual validated, data contained in student clinical records.
  - xii. Project Personnel: List all personnel titles, job descriptions, and qualifications of those who will be working on the project, with particular attention to the supervisory staff that will be providing clinical supervision to PMHNP students in the PMHS that leads to certification by the Board of Registered Nursing.
    - a. Submit the titles, job descriptions, and roles of all personnel proposed to work on this project.
    - b. Identify any subcontractors that are planned to assist in accomplishing the Scope of Work, including their roles, abilities to provide services, and applicable qualifications. Clearly state the projected number of hours the subcontractors will spend on the project.
5. Attachment 5: Sample Rate Proposal Worksheet
- a. Psychiatric Mental Health Nurse Student Preceptorships (Current Students): Use Table A to demonstrate the current number of PMHNP students within the program completing preceptorships in the PMHS.
  - b. Psychiatric Mental Health Nurse Student Preceptorships (Current Time): Use Table A to demonstrate the number of hours PMHNP students within the program currently spend at preceptorship sites in the PMHS.
  - c. Sites Served (Current): Use Table A to demonstrate the current number of locations in the PMHS that are currently receiving psychiatric residency services.

- d. Co-Located Supervisory Staff Time (Current Hours): Use Table A to demonstrate the current number of hours of clinical supervision that leads to certification by the Board of Registered Nursing that co-located supervisory staff provide using the following table.

Describe the psychiatric residency training services currently provided below. If the applicant represents a new program, indicate by writing “New Program” as a response to requested information in Table A.

Table A. Psychiatric Residency Training Services Currently Provided

Current number of Psychiatric Mental Health Nurse Practitioner (PMHNP) students supervised by supervisory staff in the Public Mental Health System (PMHS):	# _____
Current number of PMHNP student hours in the PMHS:	# _____
Current number of supervisory staff hours in the PMHS providing clinical supervision and teaching a curriculum consistent with the MHSA:	# _____
Current salary of supervisory staff in the PMHS providing clinical supervision	\$ _____
Current curriculum taught to PMHNP students:	(Describe in three to four bullets)
Current number of Collaborative Agreements between Psychiatrists and PMHNPs (if applicable):	# _____
Current number of Public Mental Health Sites (locations) receiving PMHNP student services:	# _____

- e. Co-Located Supervisory Staff Time (Proposed Hours): Use Attachment 5: Rate Application Worksheet, to demonstrate the proposed number of additional hours of clinical supervision that leads to certification by the Board of Registered Nursing.
- f. Psychiatric Mental Health Nurse Student Preceptorships (Proposed Students): Use Attachment 5: Rate Application Worksheet to demonstrate the proposed number of additional PMHNP students that will perform their preceptorships in the PMHS.
- g. Psychiatric Mental Health Nurse Student Preceptorships (Proposed Time): Use Attachment 5: Sample Rate Proposal Worksheet, to demonstrate the proposed number of additional hours that PMHNP students will spend at preceptorship sites in the PMHS.

- h. Sites Served (Proposed): Use Attachment 5: Sample Rate Proposal Worksheet, to demonstrate the proposed number of additional locations in the PMHS that will receive PMHNP residency services.
- i. Cost Effectiveness: Demonstrate the cost effectiveness of the Administration Rate Requested required to successfully implement and administer the program in Attachment 5: Sample Rate Proposal Worksheet.
- j. Cost Detail Format and Requirements: Describe how administration dollars will be allocated to successfully administer the PMHNP Educational Capacity Program. OSHPD shall provide the grant funding to the Grantee for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The Applicant 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 Year (FY) 2016-17, FY 2017-18, and FY 2018-19. Use Attachment 5: Sample Rate Proposal Worksheet to prepare cost detail. In no event shall payments under this Agreement exceed \$1,050,000. 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:

- i. "Co-Located Supervisory Staff Time" as defined in Section D. Developing an Application, Item 2. must provide clinical supervision of PMHNPs in the PMHS that leads to PMHNPs' certification by the Board of Registered Nursing. The staff may be permanently stationed in the PMHS.
  - a. OSHPD shall make biannual payments to the Grantee, in arrears, for the completion of the services identified on the Grantee's Rate Application Worksheet. OSHPD shall prorate payments based on the actual number of supervisory staff hours provided by the Grantee during each payment period as a percentage of the total number of supervisory staff hours proposed by the 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 supervisory staff hours actually provided each fiscal year.
- ii. 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 the following requirements:
  - a. In no instance shall a participating psychiatrist receive more than \$20,000 of agreement funds per fiscal year as a result of a Collaboration Agreement.
  - b. In no instance shall payments under this grant agreement exceed \$40,000 per fiscal year for Collaboration Agreement funding.
  - 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.
- iii. Each fiscal year under this agreement, the administration rate requested by the Grantee may not exceed 15 percent of the total budget. Applications exceeding this

Administration Rate may be rejected.

- a. Any costs, other than costs associated with non-administration rate funds, must be fully documented.
- iv. OSHPD shall withhold ten percent of the total grant funds in Year 3 contingent upon the Grantee's submission and OSHPD's approval of a Final Comprehensive Report at the end of the three-year agreement.

**E. Application Requirements and Information**

1. Key Action Dates

Event	Date	Time
RFA available to prospective Applicants	January 12, 2017	4:00 PM PDT
Mandatory Pre-Application Conference	February 7, 2017	3:00 PM PDT
Written Question Submittal Deadline	February 10, 2017	4:00 PM PDT
Written responses, if any, to be posted by	February 24, 2017	5:00 PM PDT
Final date for Application Submission	March 21, 2017	3:30 PM PDT
Notice of Intent to Award	April 13, 2017	4:00 PM PDT
Proposed Grant Agreement Start Date	May 15, 2017	NA

2. Mandatory Pre-Application Conference

- a. A mandatory pre-application conference is scheduled on **February 7, 2017, 3:00 PM, PDT** to clarify the content of this RFA. Attendance for the mandatory pre-application conference will be available through conference call at: (888) 278-0296, Code 233068. Applicants may also attend in person at the OSHPD Sacramento, California office:

Office of Statewide Health Planning and Development  
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 potential applicants at a mandatory pre-application conference. No application will be accepted unless the applicant or an authorized representative attends the mandatory conference. Each representative may only sign in for one potential applicant.

- c. Upon request, OSHPD will provide assistance for applicants requiring reasonable accommodation due to a physical, mental or emotional impairment for the mandatory pre-application conference. The applicant(s) must call OSHPD at (916) 326-3700 no later than **January 31, 2017, 4:00 PM, PDT** 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 no later than **March 21, 2017, 3:30 PM, PDT**. Applications received after this date and time will not be considered.
- c. A minimum of one original application must be submitted. The original application must be marked "ORIGINAL COPY." All documents contained in the original application package must have original signatures and must be signed by a person who is authorized to bind the applying entity. In addition, the applicant **must** submit an electronic copy of the application either by e-mail to [OSHPD.MHSAWET@oshpd.ca.gov](mailto:OSHPD.MHSAWET@oshpd.ca.gov) or include a CD of the application with the submission materials.
- d. Due to limited storage space, prepare the application package in the least expensive method (e.g., cover page with staple in upper left-hand corner, no fancy bindings, spiral binding, three-hole punch, etc.).
- e. The application envelopes **must** be plainly marked with the RFA number and title, the applicant's name and address, and must be marked with "DO NOT OPEN," as shown in the following example:

Office of Statewide Health Planning and Development  
Attn: Ravi Ayer  
Procurement and Contract Services  
400 R Street, Suite 340  
Sacramento, CA 95811  
Re: RFA #16-7557  
Education Capacity-Psychiatric Mental Health Nurse Practitioner  
DO NOT OPEN

- f. Applicants are responsible for ensuring that applications are received by required the date and time. Any application that reaches the above listed location after the defined deadline 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 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 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 final submission deadline as set forth in the Section E, Application Requirements and Information, Item 1, Key Action Dates. Application modifications offered in any other manner, oral or written, will not be considered.
- o. An Applicant may withdraw its application by submitting a written withdrawal request to 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 the application submission deadline.
- p. OSHPD may modify the RFA prior to the final application submission deadline 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 a grant agreement and will not award an agreement if budget authority is not granted.
- r. Before submitting a response to this solicitation, applicants should review, correct all errors, and comply with the RFA requirements.
- s. Where applicable, 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 7: Sample Grant Agreement are not negotiable.

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

4. Evaluation Process

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

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

<b>Evaluation Tool</b>	
<b>Technical Merit Scoring Criteria</b>	<b>Maximum Points</b>
<p><b>Strength of the Program</b></p> <p>Explain and/or demonstrate how the program will be/has created and/or strengthened educational partnerships, community support, and workforce preparation between PMHNP program named in the application and the county(ies) the program serves.</p>	<b>25</b>
<p><b>Detailed Work Plan and Schedules</b></p> <p>Identify how the Work Plan (tasks applicant would implement) is consistent with services as described in the Scope of Work located in Attachment 7: Sample Grant Agreement, of this RFA, and the schedule (time-frame) for task completion is sufficient to effectively accomplish the tasks.</p>	<b>20</b>
<p><b>Number of Psychiatric Mental Health Nurse Practitioner Students Added (Class Size)</b></p> <p>Explain and/or demonstrate how the Program will increase the number of PMHNP students (class size) that will perform their preceptorships in the PMHS, will be added to the PMHNP Program during the term of the agreement.</p>	<b>10</b>
<p><b>Project Personnel</b></p> <p>List all personnel titles, job descriptions, and qualifications of those who will be working on the project with particular attention paid to the role of the co-located supervisor staff and time allotted in the PMHS for providing clinical supervision of PMHNPs' hours leading to certification by the Board of Registered Nursing.</p>	<b>10</b>

<b>Evaluation Tool, <i>continued</i></b>	
<b>Technical Merit Scoring Criteria</b>	<b>Maximum Points</b>
<p><b>Psychiatric Mental Health Nurse Practitioner Student Hours in the Public Mental Health System</b></p> <p>Explain and/or demonstrate how the Program will increase the number of hours PMHNPs spend in preceptorships in the PMHS 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 PMHNP student will spend in the PMHS receiving the most points.</p>	<b>10</b>
<p><b>Number of Sites (Locations) Served in the Public Mental Health System</b></p> <p>Number of added sites (locations) receiving PMHNP student services as a result of the Agreement.</p>	<b>5</b>
<p><b>Budget/Rates</b></p> <p>OSHPD will score the cost effectiveness of the administration rates needed to effectively and successfully implement and administer the Education Capacity - PMHNP program.</p>	<b>20</b>
<b>Total Possible Points</b>	<b>100</b>

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

5. Award and Protest

- a. A total of \$4,200,000 shall be available for the Education Capacity-PMHNP Program FY 2016-17, FY 2017-18, and FY 2018-19.
- b. Multiple applicants may be awarded a grant agreement under this Education Capacity Program RFA. The total cost of all tasks and milestones for the PMHNP Program cannot exceed \$1,050,000 and cannot be longer than three years in length, ending June 30, 2019, per each grant agreement.
- c. The Grantee may spend up to 15 percent of the total grant funding for each fiscal year on the total Administration Rate under this agreement.
- d. OSHPD shall withhold ten percent of the total annual payment for Year 3 contingent upon the Grantee's submission and OSHPD approval of a Final Comprehensive 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. The Notice of Intent to Award shall be posted in a public place in the OSHPD Sacramento, California offices, 400 R Street, Room 359, for five working days prior to awarding the grant agreement.

h. Protest Procedures

i. Letters of Protest must be received at the following address not later than five working days, excluding the first day and including the last day, from the date of the posting of the Notice of Intent to Award.

Office of Statewide Health Planning and Development

400 R Street, Suite 340

Sacramento, CA 95811

Attn: Ravi Ayer

Procurement and Contract Services

**Re: Letter of Protest RFA # 16-7557**

ii. The only acceptable delivery method for the Letter of Protest is by a postal service (e.g. United States Postal Service, 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 include the following:

- (1) A description of the factors which caused the applicant to conclude that the Evaluation Committee did not follow the prescribed rating standards.
- (2) An explanation as to why the score is in conflict with the rating standards or the grant agreement award process described in the RFA.
- (3) Identification of specific information in the application that the applicant believes was overlooked or misinterpreted.
- (4) 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(s) shall not be awarded until OSHPD has reviewed the protest.

v. OSHPD's decision will be rendered within five working days of the receipt of the Letter of Protest and will be considered final.

6. Disposition of Applications

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

7. Agreement Execution and Performance

a. It is anticipated that the agreement will begin on **May 15, 2017**. No work shall begin until all approvals have been obtained.

- b. Should the Grantee fail to commence work at the agreed upon time, OSHPD, upon five days' written notice to the Grantee, reserves the right to terminate the agreement.
- c. All performance under the agreement shall be completed on or before the termination date of the agreement.
- d. OSHPD will evaluate Grantee performance to determine whether and to what extent deliverables are being met.
- e. 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: Required Application Components
- Attachment 5: Sample Rate Proposal Worksheet
- Attachment 6: Payee Data Record (STD 204)
- Attachment 7: Sample Grant Agreement

Attachment 7: Sample Grant Agreement, has been included for reference purposes only. Grant agreements, if any, may be entered into only with successful applicants(s), after the award determination has been made. Entry into, and the terms of any grant agreements(s), shall be at the sole discretion of OSHPD.

**Attachment 1: Required Attachment Checklist**

**Applicant Name:** \_\_\_\_\_

A complete application package must 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 is submitted to the Office of Statewide Health Planning and Development. For an application to be considered responsive, the applicant must return all required attachments identified below, along with this check list.

<u>✓</u>	<u>Attachment</u>	<u>Attachment Name/Description</u>
_____	Attachment 1	Required Attachment Check List
_____	Attachment 2	Application/Applicant Certification Sheet
_____	Attachment 3	Statement of Agreement between Applicant and County/CBOs
_____	Attachment 4	Required Application Components
_____	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 Attachment 7: Sample Grant Agreement, at the end of this Request for Application.**

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 and E-mail address
Signature	Date

**Attachment 3: Statement of Agreement Between Psychiatric Mental Health Nurse Practitioner Program and County/Community-Based Organization(s) and Applicant References**

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

Date: \_\_\_\_\_  
County/CBO: \_\_\_\_\_  
PMHNP Program: \_\_\_\_\_

This Statement of Agreement serves as proof that an agreement exists between Psychiatric Mental Health Nurse Practitioner (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(ies) name(s)* Public Mental Health System (PMHS) ("*county(ies) name(s)* PMHS").
2. The Applicant will provide \_\_\_\_\_ (number) PMHNP students who will perform their preceptorships in the \_\_\_\_\_ (*insert county(ies) name(s)*) PMHS "*county(ies) name(s)* PMHS".
3. The Applicant will provide \_\_\_\_\_ (number of hours) of PMHNP student services in the "*county(ies) name(s)* PMHS".
4. The Applicant attests that the co-located supervisor staff time will provide training and clinical supervision to PMHNP students in the PMHS that leads to certification by the Board of Registered Nursing.
5. The PMHNP program and county/CBO attest that the PMHNP students and co-located supervisor staff time will provide services to the population(s) identified by the county(ies) PMHS.
6. The Applicant has identified the following sites where the co-located supervisor staff will supervise PMHNP students: \_\_\_\_\_.
7. The Applicant certifies that performing rotations in the sites listed in #6 will allow the PMHNP students to receive training while working on multi-disciplinary teams in positions of need as identified by the county mental health director(s).
8. The Applicant certifies that performing preceptorships in the sites listed in #6 will allow the PMHNP 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(ies) PMHS.

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)

**Applicant References**

List two references from PMHS locations that your PMHNP Program provided residency services at within the last four years. If two references cannot be provided, please explain why on an attached sheet of paper.

<b>REFERENCE 1</b>			
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?			

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

**Attachment 4: Required Application Components**

Attachment 4 must include the components delineated in Section D. Developing an Application, including, but not limited to: (1) Executive Summary, (2) Program Description, and (3) a Detailed Work Plan and Schedule.

**Attachment 5: Sample Rate Proposal Worksheet**

Applicant's Name: \_\_\_\_\_

The applicant hereby proposes to furnish all services and to perform all work required in accordance with the Scope of Work located in Attachment 7, Sample Grant Agreement and in the applicant's application. If awarded, the rates and budget line items outlined in this proposal worksheet shall be contractually binding and used when invoicing OSHPD for services provided under the grant agreement.

Total Application Budget: \$ \_\_\_\_\_  
Administration Rate Requested: \$ \_\_\_\_\_  
Percent of Budget: \_\_\_\_\_

The Administration Rate Requested may not exceed 15 percent of the Total Application Budget. The budget should be allocated over three years to suit the applicant's needs.

The totals in each year shall not be inclusive of duplicate program participants. For example, in "Number of Psychiatric Mental Health Nurse Practitioner (PMHNP) students," the applicant shall list only the number of new PMHNP students in Year 1. For Year 2, the Applicant shall list only the added students for that year.

<b>Rate Application Table*</b>				
<b>Category</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Subtotal**</b>
Proposed number of new PMHNP students supervised by co-located supervisor staff time in the Public Mental Health System (PMHS) to be added each year:	# _____	# _____	# _____	# _____
Proposed number of PMHNP student hours in the PMHS to be added each year:	# _____	# _____	# _____	# _____
Proposed percent time PMHNP students will spend in preceptorships in the PMHS each year:	% _____	% _____	% _____	% _____
Proposed number of co-located supervisor staff hours in the PMHS providing clinical supervision and teaching a curriculum consistent with the MHSA to be added each year:	# _____	# _____	# _____	# _____
Proposed payment rate for added co-located supervisor staff hours in the PMHS providing supervision and teaching a curriculum consistent with the MHSA to be added each year:	\$ _____	\$ _____	\$ _____	\$ _____
Proposed 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:	\$ _____	\$ _____	\$ _____	\$ _____
Proposed number of Public Mental Health Sites (locations) receiving PMHNP services:	# _____	# _____	# _____	# _____
Proposed Yearly Administration Rate (shall not to exceed 15 percent of proposed Agreement in each fiscal year):	\$ _____	\$ _____	\$ _____	\$ _____
<b>Annual Totals</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>

\* 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.

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

**Attachment 6: Payee Data Record (STD 204)**

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE  
**PAYEE DATA RECORD**  
(Required when receiving payment from the State of California in lieu of IRS W-9)  
STD. 204 (Rev.6-2003)

1	<p><b>INSTRUCTIONS:</b> 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 <b>fully completed</b> form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.</p> <p><b>NOTE:</b> Governmental entities, federal, State, and local (including school districts), are not required to submit this form.</p>											
2	<p><b>PAYEE'S LEGAL BUSINESS NAME</b> (Type or Print)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 65%;"><b>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN</b> (Last, First, M.I.)</td> <td style="width: 35%;"><b>E-MAIL ADDRESS</b></td> </tr> <tr> <td><b>MAILING ADDRESS</b></td> <td><b>BUSINESS ADDRESS</b></td> </tr> <tr> <td><b>CITY, STATE, ZIP CODE</b></td> <td><b>CITY, STATE, ZIP CODE</b></td> </tr> </table>			<b>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN</b> (Last, First, M.I.)	<b>E-MAIL ADDRESS</b>	<b>MAILING ADDRESS</b>	<b>BUSINESS ADDRESS</b>	<b>CITY, STATE, ZIP CODE</b>	<b>CITY, STATE, ZIP CODE</b>			
<b>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN</b> (Last, First, M.I.)	<b>E-MAIL ADDRESS</b>											
<b>MAILING ADDRESS</b>	<b>BUSINESS ADDRESS</b>											
<b>CITY, STATE, ZIP CODE</b>	<b>CITY, STATE, ZIP CODE</b>											
3	<p><b>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</b> <input style="width: 100px;" type="text"/></p> <p><input type="checkbox"/> <b>PARTNERSHIP</b></p> <p><input type="checkbox"/> <b>ESTATE OR TRUST</b></p> <p><input type="checkbox"/> <b>INDIVIDUAL OR SOLE PROPRIETOR</b>  <b>ENTER SOCIAL SECURITY NUMBER:</b> <input style="width: 100px;" type="text"/></p> <p style="text-align: center;">(SSN required by authority of California Revenue and Tax Code Section 18646)</p>		<p><b>NOTE:</b> Payment will not be processed without an accompanying taxpayer I.D. number.</p>									
4	<p><b>PAYEE RESIDENCY STATUS</b></p> <p><input type="checkbox"/> California resident – Qualified to do business in California or maintains a permanent place of business in California.</p> <p><input type="checkbox"/> California nonresident (see reverse side) – Payments to nonresidents for services may be subject to State income tax withholding.</p> <p style="margin-left: 20px;"><input type="checkbox"/> No services performed in California.  <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.</p>											
5	<p><b>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.</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print)</td> <td colspan="2"><b>TITLE</b></td> </tr> <tr> <td> </td> <td colspan="2"> </td> </tr> <tr> <td><b>SIGNATURE</b></td> <td><b>DATE</b></td> <td><b>TELEPHONE</b></td> </tr> </table>			<b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print)	<b>TITLE</b>					<b>SIGNATURE</b>	<b>DATE</b>	<b>TELEPHONE</b>
<b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print)	<b>TITLE</b>											
<b>SIGNATURE</b>	<b>DATE</b>	<b>TELEPHONE</b>										
6	<p><b>Please return completed form to:</b></p> <p><b>Department/Office:</b> <u>Office of Statewide Health Planning &amp; Development</u></p> <p><b>Unit/Section:</b> <u>Procurement &amp; Contracts Services Unit</u></p> <p><b>Mailing Address:</b> <u>400 R Street, Room 359</u></p> <p><b>City/State/Zip:</b> <u>Sacramento California 95811</u></p> <p><b>Telephone:</b> <u>(916) 326-3200</u>      <b>Fax:</b> <u>(916) 322-2530</u></p> <p><b>E-mail Address:</b> <u>pcs@oshpd.ca.gov</u></p>											

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE  
**PAYEE DATA RECORD**  
STD. 204 (Rev.6-2003) (REVERSE)

<b>1</b>	<p><b><u>Requirement to Complete Payee Data Record, STD. 204</u></b></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 to 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>						
<b>2</b>	<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>						
<b>3</b>	<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, trust, and corporations will enter their Federal Employer Identification Number (FEIN).</p>						
<b>4</b>	<p><b><u>Are you a California resident or nonresident?</u></b></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:</p> <table style="width: 100%; border: none;"> <tr> <td style="padding-right: 20px;">Withholding Services and Compliance Section:</td> <td style="padding-right: 20px;">1-888-792-4900</td> <td>E-mail address: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a></td> </tr> <tr> <td>For hearing impaired with TDD call:</td> <td>1-800-822-6268</td> <td>Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a></td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a>	For hearing impaired with TDD call:	1-800-822-6268	Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a>
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a>					
For hearing impaired with TDD call:	1-800-822-6268	Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a>					
<b>5</b>	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>						
<b>6</b>	<p>This section must be completed by the State agency requesting the STD. 204.</p>						
	<p><b><u>PRIVACY STATEMENT</u></b></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) 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 payments 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» For The  
EDUCATION CAPACITY – PSYCHIATRIC MENTAL HEALTH NURSE PRACTITIONER GRANT  
AGREEMENT NUMBER «Grant\_Number»

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

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

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

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

WHEREAS, counties have identified an occupation shortage of Psychiatric Mental Health Nurse Practitioners(PMHNPs).

WHEREAS expanding the capacity of PMHNP programs is included as a priority strategy under the 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 PMHNP – Educational Capacity Program, by submitting an application to the PMHNP – Educational Capacity Request for Application (“RFA #16-7557”)

WHEREAS PMHNP programs will develop and implement development strategies to increase educational capacity that align with the WET Five-Year Plan 2014-2019 and address regional needs by strengthening recruitment, training, education and retention of the Public Mental Health System (PMHS) Workforce.

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

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

### A. Definitions

1. “Application” means the grant application/proposed submitted by the Grantee in response to RFA #16-7557.

2. "Agreement Funds" means the money provided by OSHPD for the PMHNP Program described by the Grantee in the Scope of Work/Deliverables contained herein.
3. "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.
4. "Co-located Supervisor Staff" means:
  - a. A licensed psychiatrist practicing and employed in the PMHS who has a preceptorship agreement with an accredited program of PMHNP in California or is employed by an entity that has a preceptorship agreement with an accredited PMHNP program in California;
  - b. A licensed PMHNP practicing and employed in the PMHS who has a preceptorship agreement with an accredited PMHNP program in California or is employed by an entity that has a preceptorship agreement with an accredited PMHNP program in California;
  - c. Psychiatrist faculty from a psychiatric residency program in California who is co-located in the PMHS; or
  - d. PMHNP faculty from a Psychiatric Mental Health Nurse practice in California who is co-located in the PMHS.
5. "Consumer" means as referred to as "Client" in the California Code of Regulation, Title 9, Section 3200.040, is an individual of any age who is receiving or has received mental health services. The term "client" includes those who refer to themselves as clients, consumers, survivors, patients or ex-patients.
6. "Collaboration Agreement" means an agreement entered into between a Psychiatrist and a PMHNP. The agreement should be consistent with Business and Professions Code Section 2836.1. Per Business and Professions Code Section 2836.1, a Psychiatrist may not have collaboration agreements with more than four PMHNPs 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
7. "Culturally Diverse Communities" means 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 (e.g. urban/rural), veteran, and/or other pertinent characteristics.
8. "Director" means the Director of OSHPD or his designee.
9. "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.
10. "Grantee" means the entity in charge of administering the Agreement Funds and providing Agreement Scope of Work/Deliverables.

11. "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.
12. "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.
13. "Program Representative" means the Representative of Grantee's training program(s) for which Agreement funds are being awarded.
14. "Program" means the activity described in the Grantee's Scope of Work to be accomplished with the Agreement Funds.
15. "Public Mental Health System (PMHS)" means publicly-funded mental health programs/services and entities that are administered, in whole or in part, by the State departments or county. It does not include programs and/or services administered, in whole or in part by federal, state, county or private correctional entities. (Cal. Code Regs., Title. 9, § 3200.253.)
16. "Public Mental Health System Workforce" means current and prospective department and/or county personnel, county contractors, volunteers, and staff in Community-Based Organizations (CBOs), who work or will work in the PMHS. (Cal. Code Regs., Title. 9, § 3200.254.)
17. "State" means the State of California and includes all its departments, agencies, committees, and commissions.
18. "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.
19. "Underrepresented" means populations that are underrepresented in the mental health professions relative to their numbers in the total population.
20. "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. (Cal. Code Regs., Title. 9, §3200.300.)
21. "Unserviced" 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 unserviced. (Cal. Code Regs., Title. 9, §3200.310.)

## B. Terms of the Agreement

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

## C. Scope of Work/Deliverables

1. The Grantee agrees to provide to the OSHPD expanded capacity in a PMHNP Program to address workforce shortages in the PMHS. The Grantee will use the funds provided under this Grant Agreement to:
  - a. Add co-located supervisory staff time in the PMHS to:
    - i. Provide clinical supervision in the PMHS that leads to certification by the Registered Board of Nursing;
    - ii. Supervise additional PMHNP students in the PMHS;
    - iii. Mentor PMHNP students to encourage them to find employment in the California PMHS after they have successfully completed their program; and
    - iv. Ensure that the PMHNP students perform a portion of their preceptorship hours in the PMHS.
  - b. Provide the name(s) and hours of the supervisory staff, the name(s) of the new PMHNP students, and number of hours the PMHNP students spend in preceptorships in the PMHS to OSHPD.
  - c. Develop or revise a curriculum and method of teaching that is consistent with the MHSA and which ensures that PMHNPs:
    - i. Work with unserved and/or underserved populations in PMHS settings;
    - ii. Work in multidisciplinary teams that include primary care physicians and health care workers with unserved and/or underserved populations in the PMHS;
    - iii. Are trained to provide services in a culturally competent and sensitive manner;
    - iv. Are trained in the values of wellness, recovery, and resilience as expressed in the MHSA, to include the role of self-help, recovery and empowerment support;
    - v. Are trained in assisting consumers and family members to access public benefits, work incentive provisions, and transition from a public to a private benefit system;
    - 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:

1. Assessment
  2. Diagnosis
  3. Outcome identification
  4. Individualized planning
  5. Coordination of care.
2. The Grantee shall perform the services at appropriate clinical preceptorship sites.
  3. Description of work to be performed:
    - a. The Grantee shall expand the capacity of an existing PMHNP program by adding co-located supervisor staff time in the PMHS.
    - b. The Grantee shall encourage members from unserved and/or underserved and culturally diverse populations, such as individuals who have had experience with the mental health system as consumers and/or family members of consumers, to participate in the Education Capacity-PMHNP Program.
    - c. The 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-PMHNP Program.
    - d. The Grantee shall recruit residents who can meet diversity needs consistent with the vision and values of the MHS.
    - e. The Grantee shall ensure that co-located supervisory staff time shall oversee additional PMHNP students in the PMHS. 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 PMHS.
    - f. The Grantee will ensure that the PMHNP students perform at least part of their preceptorship hours under the clinical supervision of co-located supervisory staff in the PMHS. The Grantee shall encourage individuals who successfully complete the requirements of a PMHNP Program that is funded through this Agreement to continue working in the California.
    - g. The Grantee shall ensure that additional hours of dedicated co-located supervisory staff time per fiscal year is housed in the PMHS to provide clinical supervision of hours leading to certification by the Board of Registered Nursing.
    - h. The Grantee shall ensure that the Education Capacity-PMHNP program is for three consecutive fiscal years.
    - i. The Grantee shall ensure that dedicated co-located supervisory staff are used for educating the PMHNP students using the curriculum that was developed in accordance with Section C. Scope of Work, subsection 1C.
    - j. The Grantee shall submit quarterly Progress Reports to OSHPD on PMHNP students' efforts to secure employment in the PMHS working with unserved and/or underserved

populations, to include the number of years PMHNP students who have successfully finished the program spend in the PMHS providing direct services.

- k. The Grantee shall only fund co-located supervisory staff working in the PMHS supervising PMHNP students, staff and program expenses required to address the shortage of PMHNPs in the PMHS and training of PMHNP 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 PMHNPs.
  - l. The Grantee shall not conduct lobbying activities as part of this Agreement.
  - m. The Grantee shall be held fully accountable for proper use of all funds under this Agreement.
  - n. The Grantee will credit OSHPD and the MHSA in all publications resulting from this Grant Agreement.
  - o. The Grantee shall provide OSHPD with Progress Reports on a quarterly basis, as specified in Appendix 3, Psychiatric Mental Health Nurse Practitioner Educational Capacity Progress Report.
  - p. Each product to be approved under this 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.

**D. Program Reports**

- 1. The Grantee shall complete quarterly progress reports each fiscal year using the progress report template found in Appendix 3, Psychiatric Mental Health Practitioner Educational Capacity Progress Report, to demonstrate completion of Scope of Work activities and evaluate the program's effectiveness. The Grantee shall submit quarterly progress report only in quarters where they have engaged in activities that were outlined in the Grantee's application for which the Grantee will be submitting an invoice. When Agreement activities are engaged, the Grantee shall submit progress reports within 30 days of the end of the quarter deadline as provided defined in the following table:

<b>Report Number</b>	<b>Quarterly</b>
Progress Report #1	July - September, due by October 30
Progress Report #2	October - December, due by January 30
Progress Report #3	January - March, due by April 30
Progress Report #4	April - June, due by July 30

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

3. The Grantee shall submit an annual and semi-annual Summary Report to OSHPD. OSHPD will provide report templates separately within 45 days of the end of the applicable due date.
4. The Grantee shall submit a Final Comprehensive Report to OSHPD that provides a summary of major outcomes, successes, trends and lessons learned/best practices from Agreement 60 days prior to the contract termination date. OSHPD shall withhold ten percent of the Grantee's total annual payment for year 3 contingent upon the Grantee's submission of and OSHPD approval of the Final Comprehensive Report at the end of the three-year agreement. OSHPD will notify the Grantee of approval of the final report in writing.
5. The Grantee shall submit an electronic copy of the Progress Reports to [OSHPD.MHSAWET@oshpd.ca.gov](mailto:OSHPD.MHSAWET@oshpd.ca.gov)
6. 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 Grantee in accordance with the yearly 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 report(s) reflected by the invoice(s) have been completed to OSHPD's satisfaction.
3. Invoices shall be submitted no more frequently than quarterly or bi-annually in arrears. Invoices shall be submitted no later than 30 days after each time-period and fiscal year end specified in Section D. Program Reports. Invoices will not be paid until the associated progress report is reviewed and approved.
4. The total amount payable to the Grantee under this Agreement shall not exceed «Amount» («Amt\_Spelled»).
5. To expedite the processing of invoices submitted to OSHPD for payment, all invoices shall be submitted in triplicate to OSHPD Accounting at the following address:

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

6. The following items are required on all invoices:
  - a. Invoices should be on the Grantee's printed letterhead with Grantee name and address.
  - b. Costs incurred shall be itemized in accordance with the Budget detail.
  - c. Date(s) of services for associated Progress Reports.
  - d. Associated contract year and quarter.
  - e. OSHPD agreement number 16-XXXX.
  - f. Invoice date.
  - g. Invoice total.

h. Authorizing signature.

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

#### F. Budget Detail

OSHPD shall provide the grant funding to the Grantee for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The Grantee shall request the distribution of grant funding consistent with its work plan and Rate Application Worksheet. However, in no event shall payments under this Agreement exceed \$1,050,000. Charges/rates shall be computed in accordance with the Cost Worksheet set forth below. The major budget categories shall be the cost of co-located staff per year, non-administrative rate funds used for Collaboration Agreements and the yearly Administration Rate. In each fiscal year during the Agreement term, grant funding provided under this Agreement shall not exceed the following:

1. OSHPD shall make quarterly payments to the Grantee in arrears for the completion of the services identified in Grantee's Cost Worksheet. OSHPD shall prorate payments based on the actual number of supervisory staff hours provided by the Grantee during each payment period as a percentage of the total number of supervisory staff hours proposed by the Grantee and identified on the Cost Worksheet per fiscal year. Each quarterly payment under this Agreement shall not exceed a prorated payment reflecting the percentage of supervisor staff hours actually provided each fiscal year.
2. The Grantee may, consistent with the Cost Worksheet, use funds received under this Agreement to pay Psychiatrist(s) who enter into a Collaboration Agreement with PMHNPs consistent with Business and Professions Code section 2836.1.
  - a. In no instance shall a participating Psychiatrist receive more than \$20,000 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 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. The 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 ten percent of the total annual payment for Year 3 contingent upon the Grantee's submission and OSHPD's approval of a Final Comprehensive Report at the end of the three-year Agreement.

5. 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. 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 the purposes of program administration, evaluation or review.
7. Records Retention and Audit
  - a. The Grantee shall permit the OSHPD Director, the Auditor General, the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its nursing education program for the purposes 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 subsection 4d below any of the records for inspection, audit or reproduction by an authorized representative of the State.
  - d. The Grantee shall preserve and make available its records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by subparagraph (i) or (ii) below:
    - i. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
    - ii. Records which relate to (1) litigation of the settlement of claims arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the training institution until disposition of such appeals, litigation, claims, or exceptions.

**Cost Worksheet**

Total Number of PMHNP Students: \_\_\_\_\_

Total Number of PMHNP Student Hours in PMHS: \_\_\_\_\_

Total Administration Rate: \_\_\_\_\_

Total Non-Administration Rate Funds Used for Collaboration Agreement (if any): \_\_\_\_\_

	Year 1	Year 2	Year 3	Subtotals
Number of supervisory staff hours in the PMHS	# _____	# _____	# _____	# _____
Cost of supervisory staff hours in the PMHS	\$ _____	\$ _____	\$ _____	\$ _____
Non-administration rate funds used for Collaboration Agreement (if any)	\$ _____	\$ _____	\$ _____	\$ _____
Total Yearly Administration Rate	\$ _____	\$ _____	\$ _____	\$ _____
<b>Grand Totals</b>	\$ _____	\$ _____	\$ _____	\$ _____

#### 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, OSHPD shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, OSHPD shall have the option to either cancel this Agreement with no liability occurring to OSHPD, or offer an agreement amendment to the Grantee to reflect the reduced amount.

#### H. Budget Adjustments

1. All requests to change the budget shall be submitted in writing to OSHPD for approval and shall include an explanation for the reallocation of funds by the Grantee. OSHPD reserves the right to approve or deny any such request; OSHPD shall provide approval or denial of said requests to the Grantee in writing. An accounting of how funds were expended will also be submitted with the Final Comprehensive Report.
2. All requests for extending the grant period shall be submitted in writing to OSHPD for approval. Requests for a time extension must be made to OSHPD no later than one hundred twenty (120)90 calendar days prior to the expiration of the Agreement. OSHPD reserves the right to approve or deny any such request; OSHPD shall provide approval or denial of said requests to the Grantee in writing. There shall be no activity on an Agreement after its expiration.

#### I. General Terms and Conditions

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

1. Time: Time is of the essence in this Agreement. The Grantee shall submit the required deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and/or scheduling issues, to adhere to the terms of the Agreement, is the sole responsibility of the Grantee.
2. Final Agreement: This Agreement, along with the Grantee's application, attachments and forms constitute 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: The Grantee agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three years after the final payment, unless a longer period of records retention is stipulated. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7; Pub. Contract Code §10115 et seq.; Cal. Code Regs., Title 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; be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical models, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
  - b. "Generated data" is that data which a Grantee has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Grantee in the performance of this Agreement at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
  - c. "Deliverable data" are that data which, under the terms of this Agreement, are required to be delivered to the State. Such data shall be property of the State.
  - d. Prior to the expiration of any legally required retention period and before destroying any data, the Grantee shall notify the State of any such contemplated action; and the State may within 30 days of said notification, determine whether or not the data shall be further preserved. The State shall pay the expense of further preserving the data. The State shall have unrestricted, reasonable access to the data that are preserved in accordance with this contract.
  - e. The Grantee shall use its best efforts to furnish competent witnesses and to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
6. Independent Grantee: The Grantee and the agents and employees of the Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the State.

7. **Non-Discrimination Clause:** During the performance of this Agreement, the Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The Grantee and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (Cal. Code of Regs., Title 2 §11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
8. **Waiver:** The waiver by OSHPD of a breach of any provision of this Agreement by the Grantee will not operate or be construed as a waiver of any other subsequent breach. OSHPD expressly reserves the right to disqualify the Grantee from any future grant awards for failure to comply with the terms of this Agreement.
9. **Approval:** This Agreement is of no force or effect until signed by both parties. The Grantee may not commence performance until such approval has been obtained.
10. **Amendment:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or arrangement not incorporated in the Agreement is binding on any of the parties.
11. **Assignment:** This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
12. **Indemnification:** The Grantee agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all the Grantee's, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Agreement.
13. **Disputes:** The Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement, shall be resolved as follows:
  - a. The Grantee will discuss the problem informally with the OSHPD Program Manager. If unresolved, the problem shall be presented, in writing, as a grievance to the HWDD Deputy Director, stating the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought.
  - b. The Deputy Director shall make a determination within ten working days after receipt of the written grievance from the Grantee and shall respond in writing to the Grantee indicating the decision and reasons for it.

- c. The Grantee may appeal the decision of the Deputy Director by submitting written notice to the Director of its intent to appeal, within ten working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the Grantee within twenty working days of receipt of the Grantee's letter. The Director's decision will be final.

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

J. Project Representatives

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

Direct all grant agreement inquiries to:

State Agency: Office of Statewide Health Planning and Development	Grantee [Grantee's Name]
Section/Unit: Healthcare Workforce Development Division/Workforce Education and Training	
Name: [OSHPD Program Manager Name], Program Manager	Name: [Grantee Officer First Name, Last Name], Title
Address: 400 R Street, Suite 330 Sacramento, CA 95811-6213	Address: [Grantee Street Address], [Grantee Ste.] [Grantee City, [State], [Zip]
Phone: [OSHPD Program Manager Phone Number]	Phone: [Grantee Project Representative Phone Number]
Email: [OSHPD Program Manager Email Address]	Email: [Grantee Project Representative Email Address]

Direct All administrative inquiries to:

State Agency: Office of Statewide Health Planning and Development	Grantee: [Grantee's Name]
Section/Unit: Healthcare Workforce Development Division Workforce Education and Training	
Name: [OSHPD Program Manager Name], Program Manager	Name: [Grantee Officer First Name, Last Name], Title
Address: 400 R Street, Suite 330 Sacramento, CA 95811-6213	Address: [Grantee Street Address], [Grantee Ste.] [Grantee City], [State], [Zip]
Phone: [OSHPD Program Manager Phone Number]	Phone: [Grantee Project Representative Phone Number]
Email: [OSHPD Program Manager Email Address]	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»

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Appendix 1: Terms and Conditions for Interagency Agreements

1. **Time:** Time is of the essence in this Agreement. The Grantee will submit the required deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and/or scheduling issues, to adhere to the terms of the Agreement, is the sole responsibility of the Grantee.
2. **Final Agreement:** This Agreement, along with the Grantee's Application, attachments and forms constitute the entire and final Agreement between the parties and supersedes any and all prior oral or written agreements or discussions.
3. **Additional Audits:** The Grantee agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three years after the final payment, unless a longer period of records retention is stipulated by the State, the Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7: Pub. Contract Code §10115 et seq.; Cal. Code Regs., Title. 2, §1896.)
4. **Provisions Relating to Data**
  - a. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical models, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
  - b. "Generated data" is that data, which a Grantee has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Grantee in the performance of this Agreement at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
  - c. "Deliverable data" are that data which, under terms of this Agreement, are required to be delivered to the State. Such data shall be property of the State.
  - d. Prior to the expiration of any legally required retention period and before destroying any data, the Grantee shall notify the State of any such contemplated action; and the State may within 30 days of said notification, determine whether or not the data shall be further preserved. The State shall pay the expense of further preserving the data. The State shall have unrestricted reasonable access to the data that are preserved in accordance with this Agreement.

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

## Appendix 2: Participant Demographic Information Survey

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

**Please identify your county of residence:** County Name

### Please identify your Race/Ethnicity:

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

### Please select any languages you speak in addition to English:

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

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

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

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

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

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

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

**Do you identify as having a disability\*?**

- Yes
- No
- Decline to State

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

**Please select your age group:**

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

**Are you a Military Veteran?**

- Yes
- No
- Decline to State

**Appendix 3: Psychiatric Mental Health Nurse Practitioner Educational Capacity Progress Report**

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

Submission Date:

Program Name:

Grant Agreement # and Execution Date:

Applicable Fiscal Year, Quarter:

**I. Contact Information**

Name	Position/Title	Phone	E-mail

**II. Program Goals and Objectives**

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

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

**III. Adherence to the Mental Health Services Act**

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

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

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

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

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

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

**IV. Program Updates and Modifications if Applicable**

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

**V. Collaboration with the Public Mental Health Care System**

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

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

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

- c. Describe the training provided to PMHNP students and its relation to the MHSA using the table below. List at least one MHSA value per training title/type, see Section III (a) for MHSA values. Examples of trainings to satisfy the MHSA may include, but should not be limited to:

- Lunch-time presentations by consumers and/or family members.
- Supervision in a recovery-based organization.
- Trainings on the issues confronting adults and older adults.
- Trainings on the issues faced by children and transition aged youth.

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

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

**VI. Psychiatric Mental Health Nurse Practitioner Students' Outcomes**

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

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

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

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

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

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

**VII. Successes**

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

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

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

**VIII. Challenges**

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

**IX. Budget Information**

Provide the following information for this reporting period. Use one table per FY.

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

**X. Additional Documents**

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

**Appendix 4: CCC-307****CCC-307****CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number (SSN)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the city and county of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,
    - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION**: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against

Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003. Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.