



Office of Statewide Health  
Planning and Development

**REQUEST FOR APPLICATION—SINGLE AWARD**  
**Statewide Support and Development of Public Mental Health System**  
**Workforce with Lived Experience**  
**RFA # 17-8151**  
**Notice to Prospective Applicants**

October 6, 2017

You are invited to review and respond to this Request for Application (RFA), entitled **Statewide Support and Development of Public Mental Health System Workforce with Lived Experience**. 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 Sample Grant Agreement in Section G.

This solicitation is published online in the California State Contracts Register (CSCR) at <https://www.caleprocure.ca.gov/event/4140/0000007174>. 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 **December 1, 2017 no later than 3:30 PM, PST. All late, faxed, and/or emailed applications will be rejected** and returned to the applicant. (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 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.

An agreement entered into with non-State of California entities will be completed as a grant agreement.

An agreement with a State of California agency will be completed as an Interagency Agreement (IAA) and shall be governed by the Terms and Conditions delineated in Section G. 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 a single grant agreement or IAA. See Section E. Application requirements and Information for the evaluation process.

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## A. Background

In November 2004, California voters approved Proposition 63, the Mental Health Services Act (MHSA). Sections 2 and 3 of the MHSA provide increased funding, personnel, and other resources to support public mental health programs and monitor progress toward statewide goals for children, transition age youth, adults, older adults, and families.

OSHPD administers the Workforce Education and Training (WET) Program, a component of the MHSA. State Budget appropriations fund the WET program, which promotes the expansion of postsecondary education capacity to meet mental health occupational shortage needs.

This RFA will result in an Agreement with a public, private, or non-profit organization, including faith-based and community based organizations (CBOs), to fund statewide activities that aim to increase, retain and/or support the employment of individuals with lived experience as consumers, family members, and parents/caregivers (CFP/C) in the Public Mental Health System (PMHS) across counties and CBOs throughout California.

## B. Purpose and Description of Services

OSHPD is issuing this RFA with between \$1,000,000 and \$1,500,000 total funding available to support an organization that will provide statewide services to increase, retain, and/or support the employment of individuals with lived experience as CFP/C in the PMHS across counties and CBOs throughout California. The WET 2014-2019 Five-Year Plan appropriated \$8,000,000 for activities that aim to increase the CFP/C. The goal of this RFA is to enter into a grant agreement that will engage the Grantee in activities that include:

1. **Co-learning Collaboratives:** Develop co-learning collaboratives that brings together diverse groups of individuals that can include, but not be limited to, consumers, family members, providers, and/or county/CBO staff through regular meetings, calls, webinars, or conferences.
2. **Professional Development Opportunities:** Engage individuals with lived experience as CFP/C who are currently employed or volunteering in the PMHS in professional development opportunities that can include, but not be limited to, training, education, or conferences.
3. **Support and Retention:** Engage individuals with lived experience as CFP/C who are currently employed or volunteering in the PMHS in support and retention activities that can include self-help/support groups, mentorship, and training on wellness tools.
4. **Training and Technical Assistance for PMHS Employers:** Provide training and technical assistance to PMHS employers that includes, but is not limited to, executive leadership, human resources, administrative, direct service management, supervisors, and other staff on issues that aim to support the increase and retention of individuals with lived experience as CFP/C in the PMHS.
5. **Financial Assistance:** Provide individuals who are in, or seeking to be in, a CFP/C position in the PMHS with financial assistance to attend trainings, conferences, professional development, and/or internship opportunities with the aim to gain or retain employment in the PMHS.

Financial assistance cannot be used to pay for any fees associated with attendance/participation at activities provided under this RFA.

6. **Develop and Disseminate Tools and Best Practices and Promotion of Resources:** Engage in activities that result in the development and dissemination of organizational tools and best practices on employing, supporting, and training of individuals with lived experience as CFP/C in the PMHS. The Grantee shall also promote internal and external resources that aim to support, train, and increase the employment of individuals with lived experience as CFP/C in the PMHS.
7. **Other Evidenced-Based or Community Identified Strategies:** The Grantee may also engage in activities that have been identified as evidenced-based or community identified strategies to increase, retain, and/or support the employment of individuals with lived experience as CFP/C in the PMHS.

While providing services to increase, retain, and/or support the employment of individuals with lived experience as CFP/C in the PMHS, the Grantee shall:

- a. Provide activities that are consistent with the elements identified in the purpose and description of services and the needs of individuals with lived experience across culturally diverse communities.
- b. Make services accessible across counties and CBOs throughout the state. Services must be made available in all five mental health WET geographic regions in California as outlined in Table A of this RFA.
- c. Collaborate with counties and/or CBOs to support and implement services that are consistent with the values and needs of the counties and CBOs.
- d. Collaborate with counties and/or CBOs to develop a mechanism to identify, provide outreach, information, and promotion of services to their PMHS workforce with lived experience as CFP/C.
- e. To the extent possible, collaborate with other OSHPD WET Consumer and Family Member Employment Program grantees:
  - Networks that Support PMHS Workforce with Lived Experience Programs (RFA #17-8144), and
  - Local Organizational Support and Development Networks for PMHS Workforce with Lived Experience (RFA #17-8145).

The information is available on the OSHPD WET website, at <https://www.oshpd.ca.gov/HWDD/2015/WET/RFA-notice-of-intent-to-award.pdf> (Consumer and Family Member Employment-Local Organizational Support and Development Networks) and <https://www.oshpd.ca.gov/HWDD/2014/WET/Notice-Intent-Award-11-7-14.pdf> (Networks That Support PMHS Workforce with Lived Experience Programs).

- f. Provide information to counties and/or CBOs about the services that PMHS workforce with lived experience will offer.
- g. Use multiple outreach tools that shall include, but not be limited to, social media such as Facebook and Twitter.
- h. Ensure all program activities are consistent with MHSA values and priorities including wellness, recovery, and resiliency principles.
- i. Include individuals with lived experience CFP/C in the delivery of program services.

The Grantee(s) shall use the progress report template in Appendix 2 of this RFA when reporting their outcome data every two months.

The Grantee shall administer a demographic survey to individuals receiving/participating in the activities provided by the Grantee. The demographic survey shall be voluntary and anonymous, and administered using the form in Appendix 3 of this RFA. The Grantee shall report the results of the demographic survey in the bi-monthly progress report.

Subject to the availability of funds, the period of this grant agreement will be from **February 2, 2018** through **June 30, 2019**.

Carefully review and consider the Scope of Work located in Section G. Sample Grant Agreement of this RFA, in order to complete your application.

### **C. Minimum Qualifications for Applicants**

Applications are requested from any public (including county), private, and/or non-profit organization including faith-based and CBOs, that are (i) able to work in partnership with California's PMHS employers, including counties, CBOs, and others, and (ii) able to complete the activities as described in Section B. Purpose and Description of Services.

Applicants and/or their subcontractor(s) must also have demonstrated experience in providing services that engage, train, and support individuals with lived experience as CFP/C employed by or volunteering in the PMHS. Applicants and/or their contractors must also demonstrate they have staff with lived experience and/or have a proven record of working with individuals with lived experience.

### **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 the Required Attachment Check List, will be considered non-responsive and will be rejected.

#### **1. Attachment 1: Required Attachment Check List**

Include all items listed on the Required Attachment Check List. Complete and include the check list to confirm inclusion of required items in the application package.

2. Attachment 2: Application/Applicant Certification Sheet

Sign and return the Application/Applicant Certification Sheet with original signatures. An unsigned Application/Applicant Certification Sheet may be cause for application rejection.

3. Attachment 3: Applicant References

Include two professional references that describe the applicant's ability to engage in activities outlined in the "Detailed Work Plan and Schedule" referenced in Section D. Developing an Application and the "Scope of Work" in Item C. located in Section G. Sample Grant Agreement. OSHPD reserves the right to contact any references provided for verification purposes.

4. Attachment 4: Required Application Components

- a. Executive Summary: Provide an overview of the services your organization will provide as delineated in Section B. Purpose and Description of Services in this RFA and your ability to provide such services.
- b. Detailed Work Plan and Schedule: Provide a detailed work plan and schedule for task completion, including a description of how all of the following elements will be addressed:
  - i. The major challenges/issues to increasing, retaining, and/or supporting public mental health workforce with lived experience within the PMHS throughout California across counties and CBOs.
  - ii. A brief summary of how the proposed activities aim to address these challenges and issues.
  - iii. How the applicant plans to provide outreach to promote and provide services throughout the state across counties and CBOs in all five mental health WET geographic regions. Identify specific outreach mechanisms to each of the five mental health WET geographic regions using Table A.

Table A. Activities to be Undertaken, by WET Region

Mental Health WET Region	Type of outreach activities that will be implemented to promote and provide services within the region.
<b>Greater Bay Area Region</b> (Includes counties of: Alameda, City of Berkeley, Contra Costa, Marin, Napa, San Francisco, Santa Clara, San Mateo, Solano, Sonoma, Santa Cruz, San Benito, and Monterey)	
<b>Central Region</b> (Includes counties of: Alpine, Amador, Calaveras, El Dorado, Fresno, Inyo, Kings, Madera, Mariposa, Merced, Mono, Placer, Sacramento, San Joaquin, Stanislaus, Sutter, Tulare, Tuolumne, Yolo, and Yuba)	
<b>Los Angeles Region</b> (Includes: Los Angeles County)	
<b>Southern Region</b> (Includes counties of: Imperial, Kern, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Tri-City, and Ventura)	
<b>Superior Region</b> (Includes counties of: Butte, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Mendocino, Modoc, Nevada, Plumas, Shasta, Sierra, Siskiyou, Tehema, and Trinity)	

- iv. Develop co-learning collaboratives that bring together diverse groups of individuals that may include, but are not limited to, CFP/C, providers, and county/CBO staff through regular meetings, calls, webinars, or conferences. List the proposed activities to implement co-learning collaboratives, including a detailed description of each activity type, proposed quantity of each type of activity, and how the applicant proposes to evaluate the effectiveness of each activity using Table B.

Table B. Co-Learning Collaboratives Activities

Co-learning Collaboratives Activities	Detailed Description of Activity Type (Include goals of activity, how organization will develop and implement activity details including timeline, and outreach and promotion strategies.)	Proposed Quantity of Activity	Method to Evaluate Effectiveness of Activity

- v. Engage individuals with lived experience as CFP/C in the PMHS in professional development opportunities that may include, but are not limited to, training, education, and/or conferences. Identify the activities the applicant proposes to implement in relation to professional development opportunities. Provide a detailed description of each activity type, proposed quantity of each type of activity, and how the applicant proposes to evaluate the effectiveness of each activity using Table C.

Table C. Professional Development

<b>Professional Development Opportunities Activities</b>	<b>Detailed Description of Activity Type</b> (Include goals of activity, how organization will develop and implement activity details including timeline, summary of activity curricula if appropriate, and outreach and promotion strategies.)	<b>Proposed Quantity of Activity</b>	<b>Method to Evaluate Effectiveness of Activity</b>

- vi. Engage individuals with lived experience as CFP/C who are currently employed or volunteering in the PMHS in support and retention activities that include self-help/support groups, mentorship, and training on wellness tools. Describe the activities you will implement to support and retain CFP/C, and describe in detail each activity type, proposed quantity of each type of activity, and how the applicant proposes to evaluate the effectiveness of each activity using Table D.

Table D. Support and Retention Activities

<b>Support and Retention Activities</b>	<b>Detailed Description of Activity Type</b> (Include goals of activity, how organization will develop and implement activity details, including timeline, summary of activity curricula if appropriate, and partnership with County/CBO to implement.)	<b>Proposed Quantity of Activity</b>	<b>Method to Evaluate Effectiveness of Activity</b>

- vii. Provide training and technical assistance to PMHS employers that may include, but are not limited to, executive leadership, human resources, administrative, direct service management, supervisors, and other staff, on issues to support the increase the number of and improve the retention of individuals with lived experience as CFP/C in the PMHS. Describe the proposed activities to provide training and technical assistance for PMHS employers, including a detailed description of each activity type, proposed quantity of each type of activity, and how the applicant proposes to evaluate the effectiveness of each activity using Table E.



Table E. Training and Technical Assistance

<b>Training and Technical Assistance for PMHS Employer Activities</b>	<b>Detailed Description of Activity Type</b> (Include goals of activity, how organization will develop and implement activity details including timeline, summary of activity curricula if appropriate, and outreach and promotion strategies.)	<b>Proposed Quantity of Activity</b>	<b>Method to Evaluate Effectiveness of Activity</b>

- viii. Provide individuals who are in or seeking to be in a CFP/C position in the PMHS with financial assistance to attend training, conferences, professional development, and/or internship opportunities with the aim to gain or retain employment in the PMHS. Provide a detailed description of how the applicant proposes to administer a program that provides financial assistance to individuals who are in or seeking to be in a CFP/C position in the PMHS, including: outreach and promotion strategies, potential criteria for receiving financial assistance, and measures to evaluate effectiveness of financial assistance to obtaining and/or retaining employment in the PMHS.
- ix. Engage in activities that result in the development and dissemination of organizational tools and best practices for employing, supporting, and training individuals with lived experience as CFP/C in the PMHS. Describe how the applicant will promote internal and external resources to support and increase employment of individuals with lived experience as CFP/C in the PMHS. Identify the activities the applicant proposes to develop and disseminate organizational tools and best practices and promote resources, including a detailed description of each activity type, proposed quantity of each type of activity to be performed, and how the applicant proposes to evaluate the effectiveness of each activity using Table F.

Table F. Development and Dissemination Tools, Best Practices, and Resource Promotion

<b>Develop and Disseminate Tools and Best Practices and Resource Promotion</b>	<b>Detailed Description of Activity Type</b> (Include goals of activity, how organization will develop and implement activity details, including timeline, and partnership with County/CBO to implement.)	<b>Proposed Quantity of Activity</b>	<b>Method to Evaluate Effectiveness of Activity</b>

- x. Engage in evidenced-based or community identified strategies to increase, retain, and/or support the employment of individuals with lived experience as CFP/C in the PMHS. List the proposed activities to implement or use evidenced-based or community identified strategies, including a detailed description of each activity type, proposed quantity of each type of activity, and how the applicant proposes to evaluate the effectiveness of each activity using Table G.

Table G. Other Evidence-Based or Community Identified Strategies (optional)

Other Evidence-Based or Community Identified Strategies	Detailed Description of Activity Type (Include goals of activity, how organization will develop and implement activity details, including timeline, and partnership with County/CBO to implement)	Proposed Quantity of Activity	Method to Evaluate Effectiveness of Activity

- xi. Identify how the applicant will collaborate with county(ies) and/or CBO(s) to support and implement services for individuals with lived experience that are consistent with the values and needs of the county(ies) and/or CBO(s).
  - xii. Identify how the services, where applicable, will be provided locally and will be made accessible across counties and CBOs throughout the state.
  - xiii. Describe how services will address the specific needs of PMHS workforce with lived experience as CFP/C across culturally diverse communities and are consistent with MHSA values and priorities including wellness, recovery, and resiliency principles.
  - xiv. Identify how the applicant plans to include individuals with lived experience as CFP/C in the development and delivery of program services.
- c. Project Personnel: The applicant shall submit the titles, job descriptions, and roles of all personnel proposed to work on this project and:
    - i. Identify any subcontractors that are planned to assist in accomplishing the services described in 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 and the geographic location, if applicable.
    - ii. Identify project personnel, including subcontractors, with lived experience and/or that have a proven record of working with individuals with lived experience.
    - iii. Identify how the applicant proposes to collaborate with the county/CBO to support and implement services for individuals with lived experience that are consistent with the values and needs of the counties and CBOs.
    - iv. Provide two professional references, as specified in Attachment 3: Applicant References, that describe the applicant’s ability to engage in activities outlined in Section B. Purpose and Description of Services and Scope of Work in item C. in Section G. Sample Grant Agreement.

5. Attachment 5: Sample Rate Proposal Worksheet

- a. Cost Detail Format and Requirements:

1. The total cost of all tasks through the duration of the grant agreement for Fiscal Year (FY) 2017-18 and FY 2018-19, cannot be less than \$1,000,000 and cannot exceed \$1,500,000. FY 2017-18 cannot be less than \$500,000 and cannot exceed \$750,000 and FY 2018-19 cannot be less than \$500,000 and cannot exceed \$750,000. A prospective Grantee may, consistent with its work plan and rate proposal, request the distribution of grant funding under this RFA, consistent with the FY limitations identified above. In no event shall total funding for a Grantee under this RFA exceed \$1,500,000.
2. Use Attachment 5: Sample Rate Proposal Worksheet to prepare the cost detail. The Rate Proposal Worksheet shall be consistent with the rate structure in Attachment 5: Sample Rate Proposal Worksheet.
3. The major budget categories under this RFA shall be:
  - i. Co-Learning Collaborative Costs:
    - Costs directly attributed to the completion of co-learning collaborative activities which may include, but are not limited to, salary for program staff to implement and evaluate activities, materials and supplies required for program activities, program consultant(s) and/or contractor(s), and travel.
    - May not exceed 15 percent of the total budget.
    - If awarded, payments shall be prorated based on the number of co-learning collaborative activities completed as outlined in the application.
  - ii. Professional Development Opportunities Costs:
    - Costs that can be more directly attributed to the completion of professional development opportunity activities which may include, but are not limited to, salary for program staff to implement and evaluate activities, materials and supplies required for program activities, program consultant(s) and/or contractor(s), and travel.
    - May not exceed 25 percent of the total budget.
    - If awarded, payments will be prorated based on the number of professional development opportunity activities completed as outlined in the application.
  - iii. Support and Retention Costs:
    - Costs that can be more directly attributed to the completion of support and retention activities which may include, but are not limited to, salary for program staff to implement and evaluate activity, materials and supplies required for program activities, program consultant(s) and/or contractor(s), and travel.
    - May not exceed 25 percent of the total budget.
    - If awarded, payments will be prorated based on the number of support and retention activities completed as outlined in the application.
  - iv. Training and Technical Assistance for PMHS Employer Costs:
    - Costs that can be more directly attributed to the completion of training and technical assistance for PMHS employer activities which may include, but are not limited to, salary for program staff to implement and evaluate activity, materials and supplies required for program activities, program consultant(s) and/or contractor(s), and travel.
    - May not exceed 20 percent of the total budget.
    - If awarded, payments will be prorated based on the number of training and technical assistance for PMHS employer activities completed that were outlined in the application.

- v. Financial Assistance Cost:
  - Financial assistance provided only to individuals who are or seeking to be in a CFP/C employment or volunteer position in the PMHS to attend training, conferences, professional development, and/or internship opportunities.
  - Financial Assistance is not applicable to any fees associated with attendance and/or participation in activities provided under this RFA.
  - May not exceed 15 percent of the total budget.
  - If awarded, payments will be made based on the actual amount of financial assistance provided.
- vi. Develop and Disseminate Tools and Best Practices and Promotion of Resources Costs:
  - Costs may include, but are not limited to, salary for program staff to implement and evaluate activities, materials and supplies required for program activities, program consultants and/or contractors, and travel.
  - May not exceed 15 percent of the total budget.
  - If awarded, payments will be prorated based on the number of activities completed under 'Development and Dissemination of Tools and Best Practices' outlined in the application.
- vii. Other Evidenced-Based or Community Identified Strategies Costs:
  - Costs that can be more directly attributed to the completion of other evidenced-based or community identified strategies which may include, but are not limited to, salary for program staff to implement and evaluate activities, materials and supplies required for program activities, program consultant(s) and/or contractor(s), and travel.
  - May not exceed 15 percent of the total budget.
  - If awarded, payments will be prorated based on the number of other evidenced-based or community-identified strategies completed as outlined in the application.
- viii. Indirect Program Costs:
  - Costs that are indirectly attributed to the completion of all other program services identified above which may include, but are not limited to, utilities, rent, and administrative service/payroll staff.
  - May not exceed 15 percent of the budget.
  - If awarded, payments will be made by calculating the percentage of total indirect costs incurred during a specified time period based on direct program cost invoiced during that same time period.

This is a performance-based contract. If awarded, the Grantee will be reimbursed based on completion of services as identified in Attachment 5. Sample Rate Proposal Worksheet.

## E. Application Requirements and Information

### 1. Key Action Dates:

Event	Date	Time
RFA available to prospective applicants	<b>October 6, 2017</b>	4:00 PM PDT
Written Question Submittal Deadline	<b>October 20, 2017</b>	4:00 PM PDT
Written Questions and OSHPD Answers	<b>November 3, 2017</b>	5:00 PM PDT
Final date for Application Submission	<b>December 1, 2017</b>	3:30 PM PST
Notice of Intent to Award	<b>December 29, 2017</b>	4:00 PM PST
Proposed Grant Agreement Start Date	<b>February 2, 2018</b>	NA

### 2. Applicant Questions and OSHPD Answers:

Prospective applicants may email questions for clarification of this RFA to [OSHPD.MHSAWET@oshpd.ca.gov](mailto:OSHPD.MHSAWET@oshpd.ca.gov) no later than **October 20, 2017, 4:00 PM, PDT**. All questions and OSHPD responses will be posted at <https://www.caleprocure.ca.gov/pages/> and at <https://www.oshpd.ca.gov/HWDD/WET.html> no later than **November 3, 2017, 5:00 PM, PST**.

### 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 **December 1, 2017, 3:30 PM, PST**. Applications received after this date and time will not be considered.
- c. Submit one original and mark it "ORIGINAL COPY". The original application documents must have original signatures and must be signed by a person authorized to bind the applying firm. Additional applications may contain photocopies of the original documents. In addition, applicants **must** submit an electronic copy of the application, either by email to [OSHPD.MHSAWET@oshpd.ca.gov](mailto:OSHPD.MHSAWET@oshpd.ca.gov) or by including a CD of the application with the mailed 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. Plainly mark the application envelop with this RFA number and title, your applicant's name and address, and mark "DO NOT OPEN", as shown in the following example:

Office of Statewide Health Planning and Development  
Attn: **Ravi Ayer, Contracts Analyst**  
Procurement and Contracting Services  
2020 West El Camino Avenue, Suite 1000  
Sacramento, CA 95833  
Re: RFA #17-8151  
Statewide Support and Development of  
Public Mental Health System Workforce with Lived Experience  
DO NOT OPEN

- f. Applicants are responsible for ensuring OSHPD receives applications by the required date and time. OSHPD will return unopened any application that reaches the above location after the deadline.
- g. If the application is made under a fictitious name or business title, the actual legal name of the applicant must be provided.  
Applications not submitted under sealed cover and marked as indicated may be rejected.
- h. All applications shall include the documents identified in Attachment 1: Required Attachment Check List. Applications not including the proper required attachments shall be deemed non-responsive and may be rejected.
- i. 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.
- j. An application may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. OSHPD may reject any or all applications and may waive an immaterial deviation in an application. OSHPD's waiver of an immaterial deviation shall in no way modify this RFA document or excuse the applicant from full compliance with all requirements if awarded the agreement.
- k. 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. 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.
- l. An applicant may modify an application after its submission by withdrawing the 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. OSHPD will not consider application modifications offered in any other manner, verbal or written.
- m. An applicant may withdraw its application by submitting a written withdrawal request to OSHPD, signed by the applicant or an authorized agent in accordance with (c) above. An applicant may thereafter submit a new application prior to the application submission deadline. Applications may not be withdrawn without cause subsequent to application submission deadline.
- n. OSHPD may modify this RFA prior to the final application submission deadline by the issuance of an addendum to all parties who received an application package.
- o. 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.

- p. Before submitting a response to this solicitation, applicants should review, correct all errors, and comply with this RFA requirements.
- q. Where applicable, the applicant should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- r. OSHPD 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 Section G. Sample Grant Agreement, are not negotiable.
- s. No verbal understanding or agreement shall be binding on either party.

4. Evaluation Process:

OSHPD may award a single grant agreement under this RFA, and final award 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.
- 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 award will be granted to the highest scored application. The following evaluation tool will be used to score applications.

Table H: Evaluation and Scoring Criteria

<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 been created and/or strengthened to expand services that engage and support individuals with lived experience as CFP/C who are currently employed or volunteering in the PMHS. Priority areas include:</p> <ul style="list-style-type: none"> <li>• How services are consistent with the needs of individuals with lived experience across culturally diverse communities, values and needs of the counties and CBOs, and MHSA values and priorities including wellness, recovery and resiliency principles.</li> <li>• How the applicant will work with the counties and/or CBOs to promote, conduct outreach, and implement services offered.</li> <li>• How the applicant will provide services locally within the county and CBO employers.</li> </ul>	<b>40</b>
<p><b>Detailed Work Plan and Schedules</b></p> <p>Identify how the applicant’s Work Plan (tasks the applicant will be implementing) is consistent with services as described in the Scope of Work in Item C. of Section G. Sample Grant Agreement and the schedule (timeframe) for task completion is sufficient to effectively accomplish the tasks.</p>	<b>30</b>

<b>Evaluation Tool, <i>continued</i></b>	
<b>Technical Merit Scoring Criteria</b>	<b>Maximum Points</b>
<p><b>Project Personnel</b></p> <ul style="list-style-type: none"> <li>• Identify the titles, job descriptions, and roles of each individual, contractor, and/or subcontractor proposed to work on the project.</li> <li>• Identify the extent to which the listed personnel proposed to work on the project have lived experience and/or a proven record of effectively working with individuals that have lived experience.</li> </ul>	<b>10</b>
<p><b>Budget Rates</b></p> <p>OSHPD will score the cost effectiveness of implementing and administering the program.</p>	<b>10</b>
<p><b>Program Evaluation</b></p> <p>Identify how the applicant plans to collect and report data that describe program outcomes, challenges, successes, and lessons learned from the proposed activities.</p>	<b>5</b>
<p><b>References</b></p> <p>References will verify the applicant's capacity to provide the services described in Section D. Item 3, Detailed Work Plan.</p>	<b>5</b>
<b>Total Possible Points</b>	<b>100</b>

OSHPD will make the final selection based on which application best fits the above criteria.

5. Award and Protest:

- a. A total of between \$1,000,000 and \$1,500,000 shall be available for the Statewide Support and Development of Public Mental Health System Workforce with Lived Experience for FY 2017-18 and FY 2018-19.
- b. The total cost of all activities and deliverables shall be no less than \$1,000,000 and shall not exceed \$1,500,000.
- c. OSHPD reserves the right to determine the number of Agreement(s) to be awarded.
- d. 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.
- e. OSHPD shall post notice of the proposed award in a public place in the office of OSHPD, 2020 West El Camino Avenue, Suite 1000, for five working days prior to awarding the Grant Agreement and/or Interagency Agreement.



f. Protest Procedures:

- i. A letter of protest must be received at the following address no later than five days (excluding the first day and including the last day) from the date of the Notice of Intent to Award:

Office of Statewide Health Planning and Development  
2020 West El Camino Avenue, Suite 1000  
Sacramento, CA 95833  
Attn: **Ravi Ayer, Contracts Analyst**  
Procurement and Contracting Services  
**Re: Letter of Protest RFA # 17-8151**

- ii. The only acceptable delivery method for the letter of protest is by a postal service (United States Post Office, Federal Express, etc.). The letter of protest cannot be hand delivered by the applicant, faxed, or sent by electronic mail. OSHPD shall not consider any letter received without an original signature and/or by a delivery method other than a postal service.
- iii. The letter of protest must include the following:
  - (a) A description of the factors that caused the applicant to conclude that the Evaluation Committee did not follow the prescribed rating standards.
  - (b) An explanation as to why the score is in conflict with the rating standards or the grant agreement award process described in this RFA.
  - (c) Identification of specific information in the application that the applicant believes was overlooked or misinterpreted.
  - (d) 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, OSHPD shall not award the grant agreement(s) until OSHPD has reviewed the protest.
- v. OSHPD will render a decision within five working days of the receipt of the letter of protest, which 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 Section 6250 et seq.) and subject to review by the public.

7. Agreement Execution and Performance

- a. It is anticipated that the grant agreements will begin on **February 2, 2018**. No work shall begin until all approvals have been obtained.
- b. Should the Grantee fail to commence work at the agreed upon time, OSHPD, upon five days' written notice to the Grantee, reserves the right to terminate the grant agreement.
- c. All performance under the grant agreement shall be completed on or before the grant agreement termination date.
- d. OSHPD will evaluate the Grantee's 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: Application References

Attachment 4: Required Application Components

Attachment 5: Sample Rate Proposal Worksheet

Attachment 6: Payee Data Record (STD 204)

Section G. Sample Grant Agreement

Section G. Sample Grant Agreement, is included for reference purposes only. Grant agreements, if any, may be entered into only with a successful applicant, after the award determination has been made. Entry into, and the terms of any grant agreement, shall be at OSHPD's sole discretion.

## Attachment 1: Required Attachment Checklist

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

Complete this checklist to confirm these items are included in your application. Place a check mark or “√” next to each item that is submitted to OSHPD. For an application to be considered responsive, the applicant must return all required attachments identified below, along with this checklist. A complete application package must include the items identified below:

<u>      </u>	<b>Attachment</b>	<b>Attachment Name/Description</b>
<u>      </u>	Attachment 1	Required Attachment Check List
<u>      </u>	Attachment 2	Application/Applicant Certification Sheet
<u>      </u>	Attachment 3	Applicant References
<u>      </u>	Attachment 4	Required Application Components
<u>      </u>	Attachment 5	Sample Rate Proposal Worksheet
<u>      </u>	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**. **An unsigned Application/Applicant Certification Sheet may be cause for rejection.**

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.

Company Name	Telephone Number
Address	Fax Number and Email Address
Name	Title
Signature	Date

**Attachment 3: Applicant References**

Attachment 3 is mandatory. OSHPD will reject your application if Attachment 3 is not completed and submitted.

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

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

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

Applicant hereby proposes to furnish all services and to perform all work required in accordance with the Scope of Work, 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 Proposal Budget: \$ \_\_\_\_\_

(The total budget for all tasks through the duration of the grant agreement for FY 2017-18, and FY 2018-19, cannot be less than \$1,000,000 and cannot exceed \$1,500,000. FY 2017-18 cannot be less than \$500,000 and cannot exceed \$750,000 and FY 2018-19 cannot be less than \$500,000 and cannot exceed \$750,000.)

The Major budget categories under this RFA shall be:

1. Co-Learning Collaborative
2. Professional Development Opportunities
3. Support and Retention
4. Training and Technical Assistance for PMHS Employers
5. Financial Assistance
6. Develop and Disseminate Tools and Best Practices and Promotion of Resources
7. Other Evidenced-Based or Community Identified Strategies
8. Indirect Program Costs

See the definitions for these categories in Item 3. of this section.

Please use the following tables to provide a budget for each line item within the limitations provided in Table A:



<b>Table A. Budget Line Item Costs per Budget Line Item Activity Type</b>		
	<b>Costs per Fiscal Year (FY)</b>	
	<b>FY 2017-18</b>	<b>FY 2018-19</b>
<b>Co-Learning Collaboratives</b>		
Activity Type	\$	\$
Activity Type	\$	\$
<b>Professional Development Opportunities</b>		
Activity Type	\$	\$
Activity Type	\$	\$
<b>Support and Retention</b>		
Activity Type	\$	\$
Activity Type	\$	\$
<b>Training and Technical Assistance for PMHS Employer</b>		
Activity Type	\$	\$
Activity Type	\$	\$

<b>Table A. Budget Line Item Costs per Budget Line Item Activity Type, <i>continued</i></b>		
	<b>Costs per Fiscal Year (FY)</b>	
	<b>FY 2017-18</b>	<b>FY 2018-19</b>
<b>Financial Assistance</b>		
Activity Type	\$	\$
Activity Type	\$	\$
<b>Development and Dissemination of Tools and Best Practices and Promotion of Resources</b>		
Activity Type	\$	\$
Activity Type	\$	\$
<b>Other Evidenced-Based or Community Identified Strategies</b>		
Activity Type	\$	\$
Activity Type	\$	\$
<b>Total Indirect Program Costs</b>		
[ Insert Indirect Cost Line item 1 ]	\$	\$
[ Insert Indirect Cost Line item 2 ]	\$	\$
[ Insert Indirect Cost Line item 3 ]	\$	\$
<b>Total Indirect Cost</b>	<b>\$</b>	<b>\$</b>
<b>Total Cost per Fiscal Year:</b>	<b>\$</b>	<b>\$</b>

2. Summary of Proration Rate for Costs by Budget Line Item Activities:

In the event the applicant is awarded, payments will be made based on the following prorated rates for each budget category activity type.

- a. Payments will be prorated based on the number of each type of activity reported as completed per progress report time period. The proration rate can be calculated using Table B:

<b>Table B. Budget Line Item Costs per Budget Line Item Activity Type</b>						
	<b>Costs per Fiscal Year (FY)</b>					
	<b>FY 2017-18</b>			<b>FY 2018-19</b>		
Should be same as identified in Table 1	Proposed quantity for each activity type (as identified in Attachment 4)	Total Program Cost per Activity Type (same as Table 1)	Prorated Rate for each Activity per Activity Type (Divide column 3 by column 2)	Proposed quantity for each activity type (as identified in Attachment 4)	Total Program Cost per Activity Type (same as Table 1)	Prorated Rate for each Activity per Activity Type (Divide column 6 by column 5)
<b>Co-Learning Collaboratives</b>						
<b>Activity Type</b>	#	\$	\$	#	\$	\$
<b>Activity Type</b>	#	\$	\$	#	\$	\$
<b>Professional Development Opportunities</b>						
<b>Activity Type</b>	#	\$	\$	#	\$	\$
<b>Activity Type</b>	#	\$	\$	#	\$	\$
<b>Support and Retention</b>						
<b>Activity Type</b>	#	\$	\$	#	\$	\$
<b>Activity Type</b>	#	\$	\$	#	\$	\$

<b>Table B. Budget Line Item Costs per Budget Line Item Activity Type, <i>continued</i></b>						
	<b>Costs per Fiscal Year (FY)</b>					
	<b>FY 2017-18</b>			<b>FY 2018-19</b>		
Should be same as identified in Table 1	Proposed quantity for each activity type (as identified in Attachment 4)	Total Program Cost per Activity Type (same as Table 1)	Prorated Rate for each Activity per Activity Type (Divide column 3 by column 2)	Proposed quantity for each activity type (as identified in Attachment 4)	Total Program Cost per Activity Type (same as Table 1)	Prorated Rate for each Activity per Activity Type (Divide column 6 by column 5)
<b>Training and Technical Assistance for PMHS Employer</b>						
<b>Activity Type</b>	#	\$	\$	#	\$	\$
<b>Activity Type</b>	#	\$	\$	#	\$	\$
<b>Financial Assistance</b>						
<b>Activity Type</b>	#	\$	\$	#	\$	\$
<b>Activity Type</b>	#	\$	\$	#	\$	\$
<b>Development and Dissemination of Tools and Best Practices and Promotion of Resources</b>						
<b>Activity Type</b>	#	\$	\$	#	\$	\$
<b>Activity Type</b>	#	\$	\$	#	\$	\$

<b>Table B. Budget Line Item Costs per Budget Line Item Activity Type, <i>continued</i></b>						
	<b>Costs per Fiscal Year (FY)</b>					
	<b>FY 2017-18</b>			<b>FY 2018-19</b>		
Should be same as identified in Table 1	Proposed quantity for each activity type (as identified in Attachment 4)	Total Program Cost per Activity Type (same as Table 1)	Prorated Rate for each Activity per Activity Type (Divide column 3 by column 2)	Proposed quantity for each activity type (as identified in Attachment 4)	Total Program Cost per Activity Type (same as Table 1)	Prorated Rate for each Activity per Activity Type (Divide column 6 by column 5)
<b>Other Evidenced-Based or Community Identified Strategies</b>						
<b>Activity Type</b>	#	\$	\$	#	\$	\$
<b>Activity Type</b>	#	\$	\$	#	\$	\$

- b. Indirect Cost payments will be made by calculating the percentage of total indirect costs incurred during the time period based on the percentage of the program cost invoiced during the same time period. The indirect cost calculation can be made using Table C.

<b>Table C. Indirect Costs Calculation</b>				
<b>Column 1: Total Indirect Cost Outlined in the Application</b>	<b>Column 2: Total Program Cost Outlined in the Application</b>	<b>Column 3: Total Program Cost Being Invoiced</b>	<b>Column 4: Percentage of Indirect Cost paid in invoice (Divide Column 3 by Column 2)</b>	<b>Column 5: Actual Indirect Cost paid in invoice (Column 1 multiplied by Column 4)</b>
\$	\$	\$	%	\$

<b>Table D. Definitions of Costs by Budget Line Items</b>	
<b>Co-Learning Collaborative Costs</b>	Costs that can be more directly attributed to the completion of co-learning collaborative activities which may include, but are not limited to, salary for program staff to implement/evaluate activity, materials/supplies required for program activities, program consultants/contractor, and travel. Co-learning collaborative costs shall be no more than 15 percent of the total budget.
<b>Professional Development Opportunities Costs</b>	Costs that can be more directly attributed to the completion of professional development opportunity activities that may include, but are not limited to, salary for program staff to implement/evaluate activity, materials/supplies required for program activities, program consultants/contractor, and travel. Professional development opportunity costs shall be no more than 25 percent of the total budget.
<b>Support and Retention Costs</b>	Costs that can be more directly attributed to the completion of support and retention activities that may include, but are not limited to, salary for program staff to implement and/or evaluate activity, materials and supplies required for program activities, program consultants and/or contractors, and travel. Support and retention costs shall be no more than 25 percent of the total budget.
<b>Training and Technical Assistance for PMHS Employer Costs</b>	Costs that can be more directly attributed to the completion of training and technical assistance for PMHS employer activities that may include, but are not limited to, salary for program staff, materials and supplies required for program activities, program consultants and/or contractors, and travel. Training and technical assistance for PMHS employer costs shall be no more than 20 percent of the total budget.
<b>Financial Assistance Cost</b>	Financial assistance that shall only be provided to individuals who are in or seeking to be in a consumer, family member, parent/caregiver position in the PMHS to attend trainings, conferences, professional development, and/or internship opportunities. Financial Assistance is not applicable to any fees associated with attendance and/or participation at activities provided under this RFA. Financial Assistance costs shall be no more than 15 percent of the total budget.
<b>Develop and Disseminate Tools and Best Practices and Promotion of Resources Costs</b>	Costs that can be more directly attributed to the completion of activities in relation to the development and dissemination of tools and best practices and promotion of resources. Costs may include, but are not limited to, salary for program staff to implement/evaluate activity, materials/supplies required for program activities, program consultants/contractor, and travel. Development and dissemination of tools and best practices and promotion of resources activity costs shall be no more than 15 percent of the total budget.
<b>Other Evidenced-Based or Community Identified Strategies Costs</b>	Costs that can be more directly attributed to the completion of other evidenced-based or community identified strategy activities which may include, but are not limited to, salary for program staff to implement/evaluate activity, materials/supplies required for program activities, program consultants/contractor, and travel. Other evidenced-based or community identified strategy activities costs shall be no more than 15 percent of the total budget.
<b>Indirect Program Costs</b>	Costs that are indirectly attributed to the completion of all other program services identified above, which may include, but are not limited to, utilities, rent, and administrative service and/or payroll staff. Indirect program costs shall be no more than 15 percent of the total budget.

## 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 or W-7)

STD 204 (Rev. 4/2017)

<b>1</b>	<p><b>INSTRUCTIONS:</b> Type or print the information. Complete all information on this form. Sign, date, and return to the state agency (department/office) address shown in Box 6. Prompt return of this <b>fully completed</b> form will prevent delays when processing payments.</p> <p>Information provided in this form will be used by California state agencies to prepare Information Returns (Form1099). See next page for more information and Privacy Statement.</p> <p><b>NOTE:</b> Governmental entities, i.e. federal, state, and local (including school districts), are not required to submit this form.</p>															
<b>2</b>	<p><b>PAYEE'S LEGAL BUSINESS NAME</b> (As shown on your income tax return)</p>															
	SOLE PROPRIETOR OR INDIVIDUAL- ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)				E-MAIL ADDRESS											
	MAILING ADDRESS			BUSINESS ADDRESS												
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE										
<b>3</b>	<p>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</p> <table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> </tr> </table>															<p><b>NOTE:</b> Payment will not be processed without an accompanying taxpayer identification number.</p>
<p><b>PAYEE ENTITY TYPE</b></p> <p>CHECK ONE BOX ONLY</p>	<p><input type="checkbox"/> PARTNERSHIP</p> <p><input type="checkbox"/> ESTATE OR TRUST</p> <p><b>CORPORATION:</b></p> <p><input type="radio"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)</p> <p><input type="radio"/> LEGAL (e.g., attorney services)</p> <p><input type="radio"/> EXEMPT (nonprofit)</p> <p><input type="radio"/> ALL OTHERS</p>															
	<p><input type="checkbox"/> SOLE PROPRIETOR OR INDIVIDUAL</p> <p>Enter social security number (SSN) or Individual taxpayer identification number (ITIN)</p> <table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> </tr> </table> <p style="text-align: center; font-size: small;">(SSN required by authority of California Revenue and Tax Code sections 18646 and 18661)</p>															
<b>4</b>	<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 NON RESIDENT (see next page for more information) - Payments to nonresidents for services may be subject to state income tax withholding.</p> <p style="margin-left: 20px;"><input type="radio"/> No services performed in California.</p> <p style="margin-left: 20px;"><input type="radio"/> Copy of Franchise Tax Board waiver of state withholding attached.</p>															
<b>5</b>	<p>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.</p>															
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)		TITLE		TELEPHONE (include area code)											
	SIGNATURE		DATE		E-MAIL ADDRESS											
<b>6</b>	<p>Please return completed form to:</p>															
	DEPARTMENT/OFFICE			UNIT/SECTION												
	MAILING ADDRESS			TELEPHONE (include area code)		FAX										
	CITY	STATE	ZIP CODE	E-MAIL ADDRESS												

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 4/2017)

<b>1</b>	<p><b>Requirement to Complete the Payee Data Record, STD 204</b></p> <p>A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.</p> <p>Payees who do not wish to complete the STD 204 may elect 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 and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&amp;TC).</p>
<b>2</b>	<p>Enter the payee's legal business name. The name must match the name on the payee's tax return as filed with the federal Internal Revenue Service. Sole proprietorships must also include the owner's full name. An individual must list his/her full name as shown on the SSN or as entered on the W-7 form for ITIN.</p> <p>The mailing address should be the address at which the payee chooses to receive correspondence (i.e. 1099 form) and payments. The business address is the address of the business' physical location; do not enter the payment address or lock box information here.</p>
<b>3</b>	<p>Check only <b>one</b> box that corresponds to the payee business type. Corporations must check the box that identifies the type of corporation.</p> <p>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 R&amp;TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&amp;TC section 18662 and its regulations.</p> <p>Payees must provide <b>one</b> of the following TINs on this form: social security number (SSN), individual taxpayer identification number (ITIN), or federal employer identification number (FEIN). The TIN for sole proprietorships and individuals is the SSN or ITIN. Only partnerships, estates, trusts, and corporations will enter their FEIN.</p>
<b>4</b>	<p><b>Are you a California resident or nonresident?</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:          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></p>
<b>5</b>	<p>Provide the name, title, email address, 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>

**Privacy Statement**

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.



## Section G. Sample Grant Agreement

GRANT AGREEMENT BETWEEN THE  
OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT AND  
«**Grantee\_Name**»

For The

STATEWIDE SUPPORT AND DEVELOPMENT OF PUBLIC MENTAL HEALTH SYSTEM  
WORKFORCE WITH LIVED EXPERIENCE GRANT AGREEMENT NUMBER «**Grant\_Number**»

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

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

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

WHEREAS, counties and community stakeholders have identified the need to provide support and development to organization and to individuals with lived experience as consumer, family members, and parents/caregivers who are currently employed or volunteering in the public mental health system.

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

WHEREAS, the Grantee applied to participate in the Statewide Support and Development of Public Mental Health System Workforce with Lived Experience program, by submitting an application in response to the Statewide Support and Development of Public Mental Health System Workforce with Lived Experience Request for Application, dated <<DATE>> (“RFA #17-8151”).

WHEREAS, the Statewide Support and Development of Public Mental Health System Workforce with Lived Experience program will provide services to increase, retain and/or support the employment of individuals with lived experience as consumers, family members, and parents/caregivers in the public mental health system throughout California across counties and CBOs.

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

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

A. Definitions

1. "Application" means the grant application/proposal submitted by Grantee in response to RFA #17-8151.
2. "Caregiver" means adoptive parents and their partners, foster parents and their partners, grandparents and their partners who are now or have in the past been the primary caregiver for a child, youth, or adolescent with a mental health challenge who accessed mental health services.
3. "Consumer, Family Member, Parent/Caregiver" is each defined herein and referred to as CFP/C.
4. "Consumer" means as referred to as "Client" in *Title 9, CCR, Section 3200.040*, is an individual of any age who is receiving or has received mental health services. The term "client" includes those who refer to themselves as clients, consumers, survivors, patients or ex-patients.
5. "Community Based Organization (CBO)" means a public or private nonprofit that is representative of a community or a significant segment of a community and is engaged in providing public mental health system services.
6. "Director" means the Director of the Office of Statewide Health Planning and Development or his designee.
7. "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.
8. "Grant Agreement Number" means Grant Number «**Grant\_Number**» awarded to Grantee.
9. "Grantee" means the fiscally responsible entity in charge of administering the Grant Funds and includes the program identified on the grant application.
10. "Grant Funds" means the money provided by OSHPD for the project described by Grantee in its application and Scope of Work.
11. "Indirect Program Costs" is defined as costs that are indirectly attributed to the completion of the program services which can include, but not be limited to, utilities, rent, and administrative service/payroll staff.
12. "Other Sources of Funds" means all cash, donations, or in-kind contributions that are required or used to complete the Project in addition to the grant funds provided by this Agreement.
13. "Parents" means biological parents and their partners, who are now or have in the past been the primary caregiver for a child, youth, or adolescent with a mental health challenge who accessed mental health services.

14. "Program" means the Grantee's training program(s) listed on the grant application.
15. "Program Representative" means the representative of the Grantee for which Agreement funds are being awarded.
16. "Project" means the activity described in the Grantee's application and Scope of Work to be accomplished with the Grant Funds.
17. "Public Mental Health System (PMHS)" means publicly-funded mental health programs/services and entities that are administered, in whole or in part, by the State departments or county. It does not include programs and/or services administered, in whole or in part by federal, state, county or private correctional entities. *Title 9, CCR, 3200.253.*
18. "Public Mental Health System Workforce" means current and prospective department and/or county personnel, county contractors, volunteers, and staff in community-based organizations, who work or will work in the Public Mental Health System. *Title 9, CCR, 3200.254.*
19. "State" means the State of California and includes all its departments, agencies, committees, and commissions.

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

C. Scope of Work

1. Consistent with this RFA, Grantee agrees to perform all activities specifically identified in Grantee's Application, including the work plan prepared and submitted by Grantee in response to RFA #17-8151. RFA #17-8151 and Grantee's Application, including the work plan prepared and submitted by Grantee, are incorporated herein by reference.
2. While performing the Scope of Work activities outlined in Section C-1, the Grantee shall:
  - a. Provide activities that are consistent with the elements identified in the purpose and description of services and the needs of CFP/C across culturally diverse communities.
  - b. Make services accessible throughout the State across counties and CBOs. Services must be made available in all five mental health WET geographic regions in California.
  - c. Collaborate with counties and/or CBOs to support and implement services that are consistent with the values and needs of the counties and CBOs.
  - d. Collaborate with counties and/or CBOs to develop a mechanism to identify, provide outreach, information, and promotion of services to their PMHS workforce with lived experience as CFP/C.
  - e. To the extent possible, collaborate with grantees of OSHPD's local organizational support and development network and networks to support PMHS workforce with Lived Experience programs.

- f. Provide the counties and/or CBOs information on the services offered to be provided to the PMHS workforce with lived experience.
- g. Use multiple outreach tools which shall include, but not be limited to, online social media. Examples may include online social media services such as Facebook and Twitter.
- h. Ensure all Program activities are consistent with MHSA values and priorities including wellness, recovery and resiliency principles.
- i. Include CFP/C in the delivery of Program services.
- j. Not conduct lobbying activities as part of this Agreement.
- k. Credit OSHPD and the MHSA in all publications resulting from this Agreement.

D. Program Reports

1. Grantee shall complete no more than bi-monthly (every two months) progress reports each Fiscal Year using the progress report template found in Appendix 2, progress report, to demonstrate completion of Scope of Work activities and evaluate the program’s effectiveness. The progress reports shall be submitted based on the following calendar.

	FY 2017-18	FY 2018-19
<b>Bi-Monthly Reports</b>	N/A	July-August due by <b>September 30, 2018</b>
<b>Bi-Monthly Reports</b>	N/A	September-October due by <b>November 30, 2018</b>
<b>Bi-Monthly Reports</b>	N/A	November-December due by <b>January 30, 2019</b>
<b>Bi-Monthly Reports</b>	January-February due by <b>March 30, 2018</b>	January-February due by <b>March 30, 2019</b>
<b>Bi-Monthly Reports</b>	March-April due by <b>May 30, 2018</b>	March-April due by <b>May 30, 2019</b>
<b>Bi-Monthly Reports</b>	May-June due by <b>July 30, 2018</b>	May-June due by <b>July 30, 2019</b>

2. The Grantee shall administer a demographic survey that OSHPD has developed to give to individuals receiving/participating in the activities provided by the Grantee. The demographic survey template that shall be administered is found in Appendix 3. The results of this demographic survey shall be reported in the bi-monthly progress report.
3. Grantee shall submit a complete final report on a form to be provided by OSHPD within forty-five (45) days of the end of the Agreement Term.
4. Email the electronic copy of the progress reports to [OSHPD.MHSAWET@oshpd.ca.gov](mailto:OSHPD.MHSAWET@oshpd.ca.gov).
5. OSHPD reserves the right to cancel this Agreement in accordance with Section I. Terms and Conditions, if, in any fiscal year, the deliverables do not meet OSHPD’s expectations.

## E. Invoicing

1. For services satisfactorily rendered in accordance with the Scope of Work and activities outlined in the application, and upon receipt and approval of the invoices, OSHPD agrees to compensate the Grantee in accordance with the rates specified in Section F. Budget Detail.
2. The Grantee shall not invoice OSHPD for work performed under this Agreement until the Grantee receives confirmation from OSHPD that the progress reports reflected in the invoice have been completed to OSHPD's satisfaction.
3. Invoices shall be submitted not more frequently than bi-monthly (every two months) in arrears. Invoices shall be submitted no later than 30 days after each bi-monthly time period and fiscal year end.
4. Invoices will not be paid until the progress report is reviewed and approved.
5. The total amount payable to the Grantee under this Agreement shall not exceed **«Amount» («Amt\_Spelled»)**.
6. The following items are required on all invoices:
  - a. Invoice should be on Grantee's printed letterhead with Grantee name and address
  - b. Costs incurred shall be itemized in accordance with Section F. Budget Detail
  - c. Date(s) of services or Progress Reports provided
  - d. OSHPD Agreement Number 17-XXXX.
  - e. Invoice date
  - f. Invoice total
  - g. Authorizing signature
7. To expedite the processing of invoices submitted to OSHPD for payment, all invoices shall be submitted by email to [OSHPD.MHSAWET@oshpd.ca.gov](mailto:OSHPD.MHSAWET@oshpd.ca.gov).
8. OSHPD will withhold the final payment due to the Grantee under this Agreement until the Grantee submits a final report to OSHPD that provides a summary of major outcomes, successes, trends, and lessons learned from Agreement activities. OSHPD will notify the Grantee of approval of final report in writing.
9. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

## F. Budget Detail

1. OSHPD shall reimburse the Grantee for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. Grantee may, consistent with its work plan and rate proposal, request a modification to the distribution of grant funding across fiscal years but in no event shall total funding under this Agreement exceed total Grant Amount.
2. The reimbursement shall not exceed the following per budget line item cost.

<b>Table 1. Budget Line Item Costs per Budget Line Item Activity Type</b>		
	<b>Costs per Fiscal Year (FY)</b>	
	<b>FY 2017-18</b>	<b>FY 2018-19</b>
<b>Co-Learning Collaboratives</b>		
Activity Type	\$	\$
Activity Type	\$	\$
<b>Professional Development Opportunities</b>		
Activity Type	\$	\$
Activity Type	\$	\$
<b>Support and Retention</b>		
Activity Type	\$	\$
Activity Type	\$	\$
<b>Training and Technical Assistance for PMHS Employer</b>		
Activity Type	\$	\$
Activity Type	\$	\$
<b>Financial Assistance</b>		
Activity Type	\$	\$
Activity Type	\$	\$
<b>Development and Dissemination of Tools and Best Practices and Promotion of Resources</b>		
Activity Type	\$	\$
Activity Type	\$	\$

<b>Table 1. Budget Line Item Costs per Budget Line Item Activity Type, <i>continued</i></b>		
	<b>Costs per Fiscal Year (FY)</b>	
	<b>FY 2017-18</b>	<b>FY 2018-19</b>
<b>Other Evidenced-Based or Community Identified Strategies</b>		
<b>Activity Type</b>	\$	\$
<b>Activity Type</b>	\$	\$
<b>Total Indirect Program Costs</b>		
[Indirect Cost Line item 1]	\$	\$
[Indirect Cost Line item 2]	\$	\$
[Indirect Cost Line item 3]	\$	\$
<b>Total Indirect Costs</b>	\$	
<b>Total Cost per Fiscal Year:</b>	\$	\$

3. This performance driven contract is paid by the completion of activities. In the event the applicant is awarded, payments will be made based on the following prorated rates.

<b>Table 2. Budget Line Item Costs per budget Line Item Activity Type</b>						
	<b>Costs per Fiscal Year (FY)</b>					
	<b>FY 2017-18</b>			<b>FY 2018-19</b>		
<b>Should be same as identified in Table 1</b>	<b>Proposed quantity for Each Activity Type</b>	<b>Total Program Cost Per Activity Type (same as Table 1)</b>	<b>Prorated Rate for Each Activity Type (Divide column 3 by column 2)</b>	<b>Proposed Quantity for Each Activity Type</b>	<b>Total Program Cost Per Activity Type (same as Table 1)</b>	<b>Prorated Rate for Each Activity Type (Divide column 6 by column 5)</b>
<b>Co-Learning Collaboratives</b>						
Activity Type						
Activity Type						
<b>Professional Development Opportunities</b>						
Activity Type						
Activity Type						
<b>Support and Retention</b>						
Activity Type						
Activity Type						
<b>Training and Technical Assistance for PMHS Employer</b>						
Activity Type						
Activity Type						



<b>Table 2. Budget Line Item Costs per budget Line Item Activity Type, <i>continued</i></b>						
	<b>Costs per Fiscal Year (FY)</b>					
	<b>FY 2017-18</b>			<b>FY 2018-19</b>		
<b>Should be same as identified in Table 1</b>	<b>Proposed quantity for Each Activity Type</b>	<b>Total Program Cost Per Activity Type (same as Table 1)</b>	<b>Prorated Rate for Each Activity Per Activity Type (Divide column 3 by column 2)</b>	<b>Proposed Quantity for Each Activity Type</b>	<b>Total Program Cost Per Activity Type (same as Table 1)</b>	<b>Prorated Rate for Each Activity Per Activity Type (Divide column 6 by column 5)</b>
<b>Financial Assistance</b>						
Activity Type						
Activity Type						
<b>Development and Dissemination of Tools and Best Practices and Promotion of Resources</b>						
Activity Type						
Activity Type						
<b>Other Evidenced-Based or Community Identified Strategies</b>						
Activity Type						
Activity Type						

4. Indirect Cost payments will be made by calculating the percentage of total indirect costs incurred during the time period based on the percentage of the program cost invoiced during the same time period. Indirect program costs shall be no more than 15 percent of the budget. The indirect cost calculation can be made using the following table.

<b>Table 3. Indirect Cost Calculation</b>				
<b>Column 1: Total Indirect Cost Outlined in Award</b>	<b>Column 2: Total Program Cost Outlined in Award</b>	<b>Column 3: Total Program Cost being invoiced</b>	<b>Column 4: Percentage of Indirect Cost Paid in Invoice (Divide Column 3 by Column 2)</b>	<b>Column 5: Actual Indirect Cost Paid in Invoice (Column 1 multiplied by Column 4)</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 be of no further force and effect. In this event, the OSHPD shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the OSHPD shall have the option to either cancel this Agreement with no liability occurring to the OSHPD, or offer an Agreement amendment to Grantee to reflect the reduced amount.

**H. Budget Adjustments**

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

**I. Terms and Conditions**

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

awarded a grant, the language in Appendix 1 shall replace the Terms and Conditions found in this Section.

1. **Time:** Time is of the essence in this Agreement. Grantee will submit the required deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and scheduling issues, to adhere to the terms of the Agreement, is the sole responsibility of the Grantee.
2. **Final Agreement:** This Agreement, along with the Grantee's Application, exhibits, and forms constitutes the entire and final Agreement between the parties and supersedes any and all prior verbal or written agreements or discussions.
3. **Ownership and Public Records Act:** All reports and the supporting documentation and data collected during the funding period which are embodied in those reports, shall become the property of the State and subject to disclosure under the Public Records Act.
4. **Additional Audits:** Grantee agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Govt. Code Section 8546.7, Pub. Contract Code Section 10115 et seq., Cal. Code Regs. tit. 2, Section 1896).
5. **Provisions Relating to Data**
  - a. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
  - b. "Generated data" are that data, which a Grantee has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Grantee in the performance of this Agreement at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
  - c. "Deliverable data" are that data which, under terms of this Agreement, are required to be delivered to the State. Such data shall be property of the State.

- d. Prior to the expiration of any legally required retention period and before destroying any data, Grantee shall notify the State of any such contemplated action; and State may within thirty (30) days of said notification determine whether or not the data shall be further preserved. The State shall pay the expense of further preserving the data. State shall have unrestricted reasonable access to the data that are preserved in accordance with this Agreement.
  - e. Grantee shall use best efforts to furnish competent witnesses 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: Grantee and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
  7. Non-Discrimination Clause: During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Govt. Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
  8. Waiver: The waiver by OSHPD of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other subsequent breach by OSHPD expressly reserves the right to disqualify Grantee from any future grant awards for failure to comply with the terms of this Agreement.
  9. Approval: This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.
  10. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No verbal understanding or agreement not incorporated in the Agreement is binding on any of the parties.
  11. Assignment: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
  12. Indemnification: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to

any and all Grantee's, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

13. Disputes: Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement, shall be resolved as follows:
  - a. The Grantee will discuss the problem informally with the Program Manager. If unresolved, the problem shall be presented, in writing, as a grievance to the Deputy Director, Healthcare Workforce Development Division stating the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought.
  - b. The Deputy Director shall make a determination within ten (10) working days after receipt of the written grievance from the Grantee and shall respond in writing to the Grantee indicating the decision and reasons for it.
  - c. Grantee may appeal the decision of the Deputy Director by submitting written notice to the Director of its intent to appeal, within ten (10) working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the Grantee within twenty (20) working days of receipt of the Grantee's letter. The Director's decision will be final.
14. Termination For Cause: OSHPD may terminate this Agreement and be relieved of any payment obligations 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 Program	
Name: [OSHPD Program Manager Name] Program Manager	Name: [Grantee Officer First Name, Last Name] Title
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	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 Program	
Name: [OSHPD Program Manager Name] Program Manager	Name: [Grantee Officer First Name, Last Name] Title
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Address: [Grantee Street Address], [Grantee Ste.] [Grantee City], [State], [Zip]
Phone: [OSHPD Program Manager Phone Number]	Phone: [Grantee Project Representative Phone Number]
Email:	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: \_\_\_\_\_

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 verbal 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. (Govt. Code Section 8546.7: Pub. Contract Code Section 10115 et seq.; Cal. Code Regs., Title. 2, Section 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" are 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 verbal 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 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 (20) working days of receipt of the Grantee's letter. The Director's decision will be final.
9. Termination for Cause: OSHPD may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided.

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**Appendix 2: Progress Report**

**Purpose:** This bi-monthly progress report describes the deliverables for which the Grantee is invoicing for this time period.

**Date:**

**Program Name:**

**Agreement # and executed date:**

**Progress Report # since Agreement was executed:**

**I. Contact Information**

Table 1

Name	Position/Title	Phone	Email

**Activities implemented to increase, retain, and/or support the employment of individuals with lived experience as consumers, family members, and parents/caregivers (CFP/C) in the Public Mental Health System (PMHS) throughout California across counties and CBOs.**

Specify the activities provided to the PMHS workforce with lived experience. The list *must be* in the following format using Table 2.

Table 2.

Identify the Category and Type of Activity Completed <i>(Should be consistent with the activity types and titles listed in the work plan/application)</i>	Describe the Type of Activity Provided <i>(no more than six sentences)</i>	Number of times Activity was Completed this time period	Approximate Number of Hours Providing Activity this time period <i>(if applicable)</i>	Number of Individuals that Participated in Activity this time period	Number of counties and CBOs Supported* by Activity this time period	
					Counties	CBOs
1. (Activity Category and Type One)						
2. (Activity Category and Type Two)						
3. (Activity Category and Type Three)						
<b>Total</b>						

\*Supported includes services provided to individuals within the County Departments or CBO or services provided to the County or CBO directly.

Provide a summary of the number of individuals supported in each County by activity using Table 3.

Table 3

	(Activity 1)	(Activity 2)	(Activity 3)	(Activity 4)	(Activity 5)
<b>Greater Bay Area</b>					
Alameda					
City of Berkeley					
Contra Costa					
Marin					
Monterey					
Napa					
San Benito					
San Francisco					
San Mateo					
Santa Clara					
Santa Cruz					
Solano					
Sonoma					
<b>Total:</b>					
<b>Central Region</b>					
Alpine					
Amador					
Calaveras					
El Dorado					
Fresno					
Inyo					
Kings					
Madera					
Mariposa					
Merced					
Mono					
Placer					
Sacramento					
San Joaquin					
Stanislaus					
Sutter					
Tulare					
Tuolumne					

Table 3, *continued*

	(Activity 1)	(Activity 2)	(Activity 3)	(Activity 4)	(Activity 5)
<b>Central Region, <i>continued</i></b>					
Yolo					
Yuba					
<b>Total:</b>					
<b>Southern Region</b>					
Imperial					
Kern					
Orange					
Riverside					
San Bernardino					
San Diego					
San Luis Obispo					
Santa Barbara					
Tri-City					
Ventura					
<b>Total:</b>					
<b>Superior Region</b>					
Butte					
Colusa					
Del Norte					
Glenn					
Humboldt					
Lake					
Lassen					
Mendocino					
Modoc					
Nevada					
Plumas					
Shasta					
Sierra					
Siskiyou					
Tehema					
Trinity					
<b>Total:</b>					

Table 3, *continued*

	(Activity 1)	(Activity 2)	(Activity 3)	(Activity 4)	(Activity 5)
<b>Los Angeles Region/County</b>					

- If applicable, describe why some counties are not being supported via program activities (no more than six sentences).

**II. Specify any major outcomes, successes, trends, and/or challenges from the activities provided using Table 4.**

Table 4.

<b>Category and Type of Activity Completed</b> (Should have the same titles and be in the same order as activities listed in section II above.)	<b>Outcome(s)/Successes/Trends</b> (no more than 12 sentences per activity type) (Include outcomes using the evaluation metrics proposed in the application for each activity and a summary of demographics of participants per activity which should be consistent with the demographic information survey in Appendix 3.)	<b>Challenge(s)</b> (no more than five sentences per activity type)
1. (Activity Category and Type One)		
2. (Activity Category and Type Two)		
3. (Activity Category and Type Three)		

- Please provide a brief description (no more than five (5) sentences) of how the activities implemented were consistent with the needs of the individuals with lived experience across culturally diverse communities and how individuals with lived experience were included in the implementation of activities.

- Provide a brief description (no more than six (6) sentences) of steps you are taking to make services provided accessible throughout the state across counties and CBOs and include any challenges to making services accessible throughout the state.
- Please provide a brief description (no more than four (4) sentences) of how you collaborated with County(s) and/or CBOs to support and implement services that are consistent with the values and needs of the County(s) and CBOs.
- Please provide a brief description (no more than four (4) sentences) of how you worked with the County(s) and/or CBOs to develop a mechanism to identify and provide outreach to their PMHS workforce with lived experience and if you used multiple outreach tools which included social media such as Facebook, Twitter, etc.
- Please describe (no more than four (4) sentences) of how you are collaborating with grantees of OSHPD local organizational support and development networks and networks to support PMHS workforce with lived experience.
- Please describe (no more than four (4) sentences) of how the activities provided are consistent with MHSA values and priorities including wellness, recovery, and resiliency principles.
- Please describe (no more than four (4) sentences) of how you are including individuals with lived experience as CFP/C in the delivery of program services.

**III. Budget Information**

Specify the budget and activity direct program costs and indirect program costs for the time period of this progress report using Table 5 and Table 6.

Table 5. Direct Program Costs

<b>Activity Type:</b> (should have same title and be in same order as tables above)	<b>Total Amount Remaining in Budget per Activity Type</b> (prior to invoice)	<b>Amount Invoiced in this time period per Activity Type</b>	<b>Total Amount Remaining for this Activity Type after invoice</b>	<b>Total Number of Activities remaining to be Completed</b> (prior to this progress report)	<b>Number of Times engaged in Activity Type for this time period</b> (as identified in this progress report)	<b>Number of Remaining Times Activity Must Be Engaged In</b> (after this progress report)
Activity Type	\$	\$	\$	#	#	#
Activity Type	\$	\$	\$	#	#	#
Activity Type	\$	\$	\$	#	#	#
Activity Type	\$	\$	\$	#	#	#
<b>Total</b>	\$	\$	\$	#	#	#

Table 6. Indirect Program Costs

<b>Total Indirect Costs Outlined in Contract</b>	<b>Total Indirect Cost being invoiced</b>	<b>Total Indirect Cost Remaining</b>
\$	\$	\$



### Appendix 3: Demographic Information Survey

This demographic survey is being administered by the Office of Statewide Health Planning and Development (OSHPD) who funds your participation in this program. In efforts to collect data that enables the evaluation of the program's effectiveness towards serving diverse populations, this survey aims to collect data on the wide range of demographics of our program participants. While this survey is optional, OSHPD kindly requests your completion of this anonymous survey.

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

**Please identify your Race/Ethnicity:**

- |   |   |
|---|---|
| <input type="checkbox"/> African American/Black/African                 | <input type="checkbox"/> Latino/Hispanic        |
| <input type="checkbox"/> American Indian/Native American/Alaskan Native | <input type="checkbox"/> Central American       |
| <input type="checkbox"/> Asian  | <input type="checkbox"/> Cuban                  |
| <input type="checkbox"/> Cambodian                                      | <input type="checkbox"/> Mexican                |
| <input type="checkbox"/> Chinese  | <input type="checkbox"/> Puerto Rican           |
| <input type="checkbox"/> Filipino                                       | <input type="checkbox"/> South American         |
| <input type="checkbox"/> Indian   | <input type="checkbox"/> Other Hispanic         |
| <input type="checkbox"/> Japanese                                       | <input type="checkbox"/> Middle Eastern         |
| <input type="checkbox"/> Korean   | <input type="checkbox"/> Pacific Islander       |
| <input type="checkbox"/> Laotian/Hmong                                  | <input type="checkbox"/> Fijian                 |
| <input type="checkbox"/> Pakistani                                      | <input type="checkbox"/> Guamanian              |
| <input type="checkbox"/> Thai   | <input type="checkbox"/> Hawaiian               |
| <input type="checkbox"/> Vietnamese                                     | <input type="checkbox"/> Samoan                 |
| <input type="checkbox"/> Other  | <input type="checkbox"/> Tongan                 |
| <input type="checkbox"/> Caucasian/White/European                       | <input type="checkbox"/> Other Pacific Islander |
| <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"/> Hindi      | <input type="checkbox"/> Punjabi    |
| <input type="checkbox"/> Arabic                 | <input type="checkbox"/> Hmong      | <input type="checkbox"/> Russian    |
| <input type="checkbox"/> Armenian               | <input type="checkbox"/> Italian    | <input type="checkbox"/> Samoan     |
| <input type="checkbox"/> Cambodian              | <input type="checkbox"/> Japanese   | <input type="checkbox"/> Spanish    |
| <input type="checkbox"/> Cantonese              | <input type="checkbox"/> Khmer      | <input type="checkbox"/> Tagalog    |
| <input type="checkbox"/> Chinese                | <input type="checkbox"/> Kiswahili  | <input type="checkbox"/> Thai       |
| <input type="checkbox"/> Farsi                  | <input type="checkbox"/> Korean     | <input type="checkbox"/> Turkish    |
| <input type="checkbox"/> French                 | <input type="checkbox"/> Laotian    | <input type="checkbox"/> Urhobo     |
| <input type="checkbox"/> German                 | <input type="checkbox"/> Mandarin   | <input type="checkbox"/> Vietnamese |
| <input type="checkbox"/> Haitian Creole         | <input type="checkbox"/> Polish     | <input type="checkbox"/> Other      |
| <input type="checkbox"/> Hebrew                 | <input type="checkbox"/> Portuguese |                                     |

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

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

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

- Bisexual/Pansexual
- Gay
- Heterosexual/Straight
- I'm questioning whether I'm straight or not straight
- Lesbian
- Queer
- Decline to State

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

- Consumer
- Family Member
- Decline to State
- Both
- None
- 

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

- Yes
- Decline to State
- No
- None

\*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, and/or 3) is regarded as having such an impairment or medical condition.

**Please select your age group:**

- Under 18
- 18-24
- 25-39
- 40-64
- 65 years and over
- Decline to State

**Are you a Military Veteran?**

- Yes
- No

**Appendix 4: Contractor Certification Clauses Form**

**CCC 04/2017**

**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</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the 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 11102) (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 proposed 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 lessor 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 of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.