



LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH  
550 S. VERMONT AVE., LOS ANGELES, CA 90020 HTTP://DMH.LACOUNTY.GOV



MARVIN J. SOUTHARD, D.S.W.  
Director  
ROBIN KAY, Ph.D.,  
Chief Deputy Director  
RODERICK SHANER, M.D.  
Medical Director

October 07, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

26 of October 7, 2014

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**ADOPT THE MENTAL HEALTH SERVICES ACT WORKFORCE EDUCATION AND TRAINING  
REGIONAL PARTNERSHIP PLAN AND APPROVAL TO ENTER INTO A CONTRACT WITH  
OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT FOR FISCAL YEAR 2014-15  
THROUGH FISCAL YEAR 2017-18  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

### SUBJECT

Request approval for the Department of Mental Health to adopt a Mental Health Services Act Workforce Education and Training Regional Partnership Plan for Fiscal Year 2014–15 through Fiscal Year 2017-18 and enter into a contract with the State of California’s Office of Statewide Health Planning and Development for the provision of services outlined in the Mental Health Services Act Workforce Education and Training Regional Partnership Plan.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and delegate authority to the Director of the Department of Mental Health (Director), or his designee, to adopt the Mental Health Services Act (MHSA) Workforce Education and Training (WET) Regional Partnership Plan, substantially similar to Attachment A, for Fiscal Year (FY) 2014-15 through FY 2017-18.
2. Delegate authority to the Director, or his designee, to accept, from the State of California (State), WET Regional Partnership funding in the amount of \$1,800,000, over a three-year period, for the implementation and provision of services in the DMH MHSA WET Regional Partnership Plan described in Recommendation 1.

3. Delegate authority to the Director, or his designee, to approve and execute a contract, substantially similar to Attachment B, with the State of California's Office of Statewide Health Planning and Development (OSHPD) for the provision of the Department of Mental Health's (DMH) MHSa WET Regional Partnership Plan services. The contract term is from July 30, 2014 through September 30, 2017. The Total Contract Amount (TCA) shall be \$1,800,000.

4. Delegate authority to the Director, or his designee, to approve and execute amendments to the contract described in Recommendation 3, provided that any such amendment is necessary, such as to improve operational processes or meet State or federal requirements related to the coordination of services in the DMH MHSa WET Regional Partnership Plan, subject to review and approval as to form by County Counsel, and ten days' advance notification to your Board and the Chief Executive Officer (CEO) of such modifications and/or amendments.

5. Delegate authority to the Director, or his designee, to accept additional funding, under the same State WET Regional Partnership award in subsequent fiscal years, to be incorporated into the budget through the annual budgeting process, provided that DMH gives ten days' advance notification to your Board and the CEO.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Pursuant to County policy, Board approval of the recommended actions is required to receive the anticipated award of State WET Regional Partnership funds. Board approval is also necessary in order for DMH to submit the WET Regional Partnership Plan to OSHPD for approval and to execute a contract.

On May 21, 2014, DMH presented the WET Regional Partnership Plan to the System Leadership Team (SLT), the Department's stakeholder workgroup that is used to inform the implementation and monitoring of MHSa programs. In order to ensure adequate breadth and diversity in the planning process, the SLT consists of 55 members that represent various stakeholder groups, including County Client Coalition, Veterans, Probation, etc. During this meeting, DMH addressed public questions about the plan.

### **Implementation of Strategic Plan Goals**

The recommended actions support the County's Strategic Plan Goal 3, Integrated Service Delivery.

### **FISCAL IMPACT/FINANCING**

There is no net County cost impact associated with the recommended actions.

The proposed contract with OSHPD will cover three (3) fiscal years, with DMH receiving a total of \$1,800,000. The projected funding breakdown by fiscal year is as follows:

- 2014-15: \$315,300
- 2015-16: \$742,350
- 2016-17: \$742,350

WET Regional Partnership funding for subsequent fiscal years will be subject to renewal

requirements and will be incorporated into the budget through DMH's annual budget process.

Funds will be dispersed on an on-going basis for FY 2014-15 through FY 2017-18. Disbursement is contingent upon satisfactory completion of the deliverables outlined in Attachment B.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The former California Department of Mental Health (State DMH) developed and received approval by the California Mental Health Planning Council for the first WET Five-Year Plan that covered the period from April 2008 to April 2013. Following the elimination of State DMH in July 2012, the MHSA Wet programs were transferred to OSHPD.

Regional Partnerships are set forth in Section 5822 (d) of the Welfare and Institutions Code (WIC) as an important workforce strategy to assist the public mental health system. Regional Partnerships are included as a priority strategy under the WET Five-Year Plan 2014-2019, which was approved by the California Mental Health Planning Council. Regional Partnerships were designed to develop and implement mental healthcare workforce development strategies that align with the WET Five-Year Plan 2014-2019 and address regional needs by strengthening recruitment, training, education, and retention of the public mental health system workforce.

As a result of a comprehensive stakeholder process and needs assessment, Counties throughout the State identified the need to recruit and retain psychiatrists as a critical priority.

### Los Angeles County Regional Needs

While WET Regional Partnerships was intended for counties to collaborate on regional workforce issues, due to the size, scope and complexity of the County of Los Angeles (County of LA), the County of LA is considered one region.

As a large and complex region, DMH's clinical services must reflect the extraordinary geographic, cultural and linguistic diversity of its public mental health system as it meets critical mental health needs. While this diversity must be reflected in the entire mental health workforce, this is most challenging for psychiatrists, a discipline for which all regions face critical shortages. While DMH has successfully attracted psychiatrists to perform some essential roles, it is limited in terms of hiring those with optimal skill sets, as development of skill sets is a function of training programs. The shortfall in DMH's ability to fully meet the need for diversely trained psychiatrists and other mental health professionals has adversely affected DMH services, most specifically increasing wait times for critical services to unserved, underserved, and inappropriately served client populations, including children, monolingual Spanish speakers, and veterans. DMH has found that it can very effectively improve the skill sets of members of the incoming psychiatric workforce and other mental health professionals by proactively engaging with training programs to ensure that those programs embrace and teach the diverse public mental health skills that will serve DMH clients, and increase the number of clinicians trained to provide services as members of the public mental health workforce. With the augmentation of the Department's responsibilities through healthcare reform, especially in the area of more fully integrating health and mental health services, DMH must prioritize an expansion of its involvement in psychiatrist and psychologist workforce development.

### Services to Be Provided

As detailed in the Work Plan (Attachment A), the WET Regional Partnership will provide the following

services:

1. General Psychiatry Residency and Child and Adolescent Psychiatry Fellowship Program at Augustus F. Hawkins Mental Health Clinic (AFH MHC), San Fernando Mental Health Clinic, and Olive View Urgent Care Center (Olive View UCC).
2. Academic Supervision and Training at DMH at Harbor UCLA Medical Center
3. UCLA Faculty Consultation Services at Edmund D. Edelman Mental Health Clinic
4. Clinical Scholars Program at West Central Mental Health Clinic
5. Post-Doctoral Training and Consultation in Clinical Neuropsychology at DMH at Harbor UCLA Medical Center.

Design and Implementation Phase

The Work Plan included in Attachment A, outlining proposed Regional Partnership activities and associated costs, shall be submitted to OSHPD and implemented upon approval by your Board.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Board approval of the recommended actions will enable the continuation and expansion of current psychiatric residency and fellowship programming, improving system capacity for the expanded provision of outcomes driven, evidence-based models of care and recovery.

Respectfully submitted,



MARVIN J. SOUTHARD, D.S.W.

Director of Mental Health

MJS:RS:MM:RK:oh

Enclosures

- c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Chairperson, Mental Health Commission

Los Angeles County – Department of Mental Health

Mental Health Services Act

Statewide Workforce Education and Training Regional Partnership

Three Year Work Plan and Budget

Fiscal Years 2014-15 through 2016-17



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## Introduction

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The former California Department of Mental Health (DMH) developed and received approval by the California Mental Health Planning Council for the first WET Five-Year Plan that covered the period from April 2008 to April 2013. Following the elimination of State DMH in July 2012, the MHA WET programs were transferred to Office of Statewide Health Planning and Development (OSHPD). OSHPD is accountable for the development of the next Statewide WET Five-Year Plan. To develop a comprehensive plan, OSHPD carried out a robust process independent research, evaluation, and analysis on public mental health workforce trends and needs as well as extensive stakeholder engagement described below:

- Community Forums: 14 community forums throughout the state. Collectively these community forums engaged over 600 stakeholders throughout the state.
- Focus Groups: 13 focus groups with stakeholder groups during their established stakeholder meetings.
- Webinar and Online Survey: Released an online survey and conducted a webinar to gather feedback from stakeholders who were unable to attend and/or participate in other stakeholder engagement meetings.
- Stakeholder Interviews: Conducted telephone interviews with 13 stakeholders.
- WET Five Year Plan Advisory Sub-Committee and WET Advisory Committee: Engaged committee stakeholders and public members to obtain feedback that helped inform the draft WET Five-Year plan.
- Career Pathways: Engaged stakeholders through the reconvening of the Career Pathways Sub-Committee which is charged with developing career pathways and recommendations for select public mental health occupations. The development of career pathways for mental health professions will help to inform the WET Five-Year Plan.
- Statewide Conference Call Forums: Provided stakeholders an opportunity to provide feedback on the draft plan via a 2 all day statewide conference call forum. Over 100 stakeholders called in to the conference call forum.
- Open Public Comment Period: Provided stakeholders opportunity to provide feedback on Draft WET Five-Year Plan through an open public comment period. Received 32 comments.
- Government Partners: Engaged OAC, DHCS, CMHDA, and CMHPC via 2 meetings to get feedback on the Draft WET Five-Year Plan.

**As a result of the comprehensive stakeholder process, Counties identified the need to recruit and retain psychiatrists as a priority.**

## Core Values

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OSHPD conducted a statewide assessment of the workforce, education and training needs of California's public mental health system to inform OSHPD in the development of the WET Five-Year Plan, which includes the following core values:

- Develop a licensed and non-licensed professional workforce, that includes diverse racial, ethnic, and cultural community members underrepresented in the public mental health system, and mental health consumers and families/caregivers, with the skills to:
  - Provide treatment, prevention, and early intervention services that are culturally and linguistically responsive to California's diverse and dynamic needs;
  - Promote wellness, recovery and resilience and other positive behavioral health, mental health, substance use, and primary care outcomes;
  - Work collaboratively to deliver individualized, strengths-based, consumer-and family-driven services;
  - Use effective, innovative, community-identified, and evidence-based practices;
  - Conduct outreach to and engagement with unserved and underserved and inappropriately served populations; and
  - Promote inter-professional care by working across disciplines.

## Goals and Objectives

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OSHPD developed goals and objectives to provide a framework to sustain and increase a qualified, diverse, and robust public mental health system workforce in California. They are as follows:

- **Goal #1: Increase the number of diverse, qualified individuals in the public mental health system workforce to meet California's diverse and dynamic needs.**
  - **Objective A:** Expand awareness and outreach efforts to effectively recruit racial, ethnic, and culturally diverse individuals into the public mental health system workforce.
  - **Objective B:** Identify and enhance curricula to train students at all levels in competencies that align with the full spectrum of California's diverse and dynamic public mental health service needs.
  - **Objective C:** Develop career pathways, ladders, and lattices for individuals entering and advancing across new and existing professions in the public mental health system.
    - Action 4: Establish statewide peer specialist certifications for consumers, parents/caregivers, and family members.
  - **Objective D:** Expand the capacity of postsecondary education to meet the identified public mental health workforce needs.

- Objective E: Expand financial incentive programs for the public mental health system workforce to equitably meet identified public mental health system needs in underrepresented, underserved, unserved, and inappropriately served communities.
- **Goal #2: Expand the capacity of California’s incumbent public mental health workforce to meet California diverse and dynamic needs.**
  - Objective A: Expand incumbent workforce education and training programs for incumbents in the public mental health workforce in competencies that align with the full spectrum of California’s diverse and dynamic public mental health service needs.
  - Objective B: Increase the retention of public mental health system workforce identified as high priority.
  - Objective C: Evaluate methods to expand and enhance the quality of existing public mental health service delivery systems to meet California’s diverse and dynamic public mental health needs.
- **Goal #3: Facilitate a robust statewide, regional, and local infrastructure to develop the public mental health workforce.**
  - Objective A: Develop and sustain new and existing collaborations and partnerships to strengthen recruitment, training, education, and retention of the public mental health system workforce.
  - Objective B: Identify, increase eligibility for, and secure federal healthcare workforce funding.
  - Objective C: Enhance the evaluation of mental health workforce, education, and training efforts to identify outcomes, best practices, and systems change.
  - Objective D: Explore policies identified by stakeholders during the WET Five-Year Plan development process that aim to further California’s efforts to meet its communities diverse and dynamic public mental health system needs.

Los Angeles County Department of Mental Health (LACDMH) utilized OSHPDS’ findings to development a WET three year plan based on regional needs.

## **Los Angeles County Regional Needs**

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As a large and complex region, LACDMH's clinical services must reflect the extraordinary geographic, cultural and linguistic diversity of its public mental health system as it meets critical mental health needs. While this diversity must be reflected in the entire mental health workforce, this is most challenging for psychiatrists, a discipline for which all regions face critical shortages. While LACDMH has successfully attracted psychiatrists to perform some essential roles, it is limited in terms of hiring those with optimal skill sets, as development of skill sets is a function of training programs. The shortfall in LACDMH's ability to fully meet the need for diversely trained psychiatrists and other mental health professionals has adversely affected LACDMH services, most specifically increasing wait times for critical services to unserved, underserved, and inappropriately served client populations, including children, monolingual Spanish speakers, and veterans. LACDMH has found that it can very effectively improve the skill sets of members of the incoming psychiatric workforce and other mental health professionals by proactively engaging with training programs to ensure that those programs embrace and teach the diverse public mental health skills that will serve LACDMH clients, and increase the number of clinicians trained to provide services as members of the public mental health workforce. With the augmentation of the Department's responsibilities through healthcare reform, especially in the area of more fully integrating health and mental health services, LACDMH must prioritize an expansion of its involvement in psychiatric and psychologist workforce development.

## LACDMH Key Goals and Priorities

Mental Health Workforce Need	Goals to Meet Mental Health Workforce Needs
1) There is an on-going need to hire a sufficient number of psychiatrists to meet the needs of LACDMH's client population.	1) The Partnership's goal is to expand the pool of available psychiatrists with experience in treating clients in the public mental health sector.
2) There is a need to retain psychiatrists and psychologists who have had experience treating LACDMH clients while receiving academic and clinical supervision.	2) The Partnership's goal is to continue funding psychiatric residency and fellowships and post-doctoral programs, which increases the chances of retaining trainees as employees and increases the involvement and motivation of current staff through teaching and clinical supervision opportunities.
3) There is a need to retain culturally competent psychiatrists and psychologists with experience working in the public mental health system.	3) The Partnership's goal is to develop and train a culturally competent workforce with experience in treating public mental health clients, creating a vibrant program of diversity that effectively retains psychiatrists with commitment to these values.
4) There is a need to enhance access to clinical care for unserved, underserved, and inappropriately served client populations, including children, monolingual Spanish speakers, and veterans.	4) The Partnership's goal is to enhance access to clinical care for these client populations through the clinical services of psychiatry residents and fellows, and retention of these trainees as staff.
5) There is a need to further develop the skills of LACDMH clinicians through training on relevant evidence-based practices (EBPs).	5) The Partnership's goal is to provide education and consultation activities that are focused on increasing the skills of psychiatrists and other mental health providers in evidence-based practices that promote recovery.

## Description of Activities & Budget

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### 1. General Psychiatry Residency and Child and Adolescent Psychiatry Fellowship Program (Augustus F. Hawkins Mental Health Clinic (AFH MHC), San Fernando Mental Health Clinic, and Olive View Urgent Care Center (Olive View UCC))

**a. Programs summary:** The Partnership will provide programmatic support to Graduate Medical Education (GME) at, AFH MHC, San Fernando MHC, and Olive View UCC. GME provides unique opportunity for psychiatry residents and child and adolescent fellows, who gain valuable experience in providing clinical care through a community-based, integrated, multidisciplinary team approach embedded in a complex public mental health system. GME programs enhance access to clinical care, as psychiatry residents provide direct services to LACDMH clients as a component of their training, and also help ensure the future availability of highly skilled, culturally competent LACDMH psychiatrists with experience providing clinical care through the public mental health care system.

In addition, the San Fernando MHC provides a unique opportunity for DMH to establish a new teaching program, in collaboration with the Veterans Administration, which will fund child and adolescent fellows that will provide clinical services to children of Veterans and their families.

**b. Funding:** \$43,903 FY 14 – 15, \$202,353 FY 15 – 16, and \$202,353 FY 16 - 17

**c. Statewide MHSA WET 5 Year Plan Goal(s):** These programs meet Goal 1's Objective A (Action 5), Objective B (Actions 1, 2, & 3), and Objective D (Actions 3, 4, & 6). These programs also meet Goal 3's Objective A (Actions 1 & 2).

### 2. Academic Supervision and Training (DMH at Harbor UCLA Medical Center)

**a. Program summary:** The Partnership will fund academic supervision and training for psychiatry residents and fellows at DMH at Harbor-UCLA Medical Center, Residents and fellows receive direct supervision by faculty of UCLA School of Medicine. Residents and fellows receive training and academic support in mental health assessment, evidence based practices, medication support services, and crisis intervention relevant to community mental health.

In addition and under the direction of the UCLA faculty and post-doctoral psychology fellows provide trainings in EBPs that promote recovery for LACDMH clients. These trainings further develop the skills of LACDMH clinicians, enhancing quality of care for clients.

**b. Funding:** \$260,000 FY 14 – 15, \$260,000 FY 15 – 16 and \$260,000 FY 16 - 17

**c. Statewide MHSA WET 5 Year Plan Goal(s):** These services meet Goal 1's Objective A (Action 2 and 5), Objective B (Actions 1, 2, & 3), and Objective D (Actions 3, 4, & 6). These programs also meet Goal 2's Objective A (Action 2), and Goal 3's Objective A (Actions 1 & 2).

### **3. UCLA Faculty Consultation Services (Edmund D. Edelman Mental Health Clinic)**

- a. **Program summary:** The Partnership will fund specialized faculty consultation services for LACDMH program staff, in order to increase the effectiveness of clinical services to unserved, underserved, and inappropriately served populations. At the request of LACDMH program sites, UCLA assigns Department of Psychiatry and Biobehavioral Sciences eligible faculty members with specialized knowledge and expertise in specific mental health issues or with specific unserved, underserved, or inappropriately served client populations to provide clinical case consultation to LACDMH personnel.
- b. **Funding:** \$11,397 per FY
- c. **Statewide MHSA WET 5 Year Plan Goal(s):** These services meet Goal 1's Objective B (Action 2); Goal 2's Objective A (Action 2), and Goal 3's Objective A (Actions 1 & 2).

### **4. Clinical Scholars Program (West Central Mental Health Clinic)**

- a. **Program summary:** The Partnership is currently developing a proposal to fund two (2) psychiatrist scholars through the UCLA Robert Wood Johnson Foundation Clinical Scholars program, which trains psychiatrists and other physicians to work closely with culturally diverse communities in program development and collaborative research. Scholars in this program are themselves from diverse cultural backgrounds, and engage with community members to encourage their participation in the public mental health workforce, including peer workforce. Scholars spend 20 percent of their time providing direct services for LACDMH clients.
- b. **Funding:** FY 15-16: \$191,600 FY 16-17: \$191,600
- c. **Statewide MHSA WET 5 Year Plan Goal(s):** This program meets Goal 1's Objective A (Actions 1 & 6) and Goal 3's Objective A (Action 2).

### **5. Post-Doctoral Training and Consultation in Clinical Neuropsychology (DMH at Harbor UCLA Medical Center)**

- a. **Program summary:**  
The Partnership will fund a Post-Doctoral Training and Consultation program in Clinical Neuropsychology at Harbor-UCLA Medical Center. This program is administered by clinical psychologists from LACDMH, all of whom have faculty appointments in the Department of Psychiatry and Biobehavioral Sciences at the David Geffen School of Medicine at UCLA. Fellows in this program receive training that embeds their specialty in a broader clinical context. There is an increasing need countywide to address behavioral health challenges of people with traumatic brain injury (TBI). In addition to developing skills relative to TBI, Fellows receive orientation relative to the medical center at which they are based, the LACDMH system, California's licensing laws, and other relevant topic areas. They are assigned clinical supervisors and provided with clinical instruction to increase their knowledge and clinical skills, including instruction in cultural diversity issues. Fellows provide at least 40 hours per month of direct services for LACDMH clients. In addition, fellows are required to provide specialized training in their area of expertise to LACDMH staff through the term of their fellowship. This program is designed specifically to prepare its graduates for careers in the public mental health sector.

b. **Funding:** FY 15-16: \$77,000 FY 16-17: \$77,000

c. **Statewide MHSA WET 5 Year Plan Goal(s):** This program meets Goal 1's Objective A (Actions 5 & 6), Objective B (Actions 1, 2, & 3), and Objective D (Actions 3, 4, and 6). These programs also meet Goal 3's Objective A (Actions 1 & 2).

**Description of Proposed Activities for Priority Elements**

**1. Stakeholder Outreach**

Type of Stakeholder	Type of Outreach
State and local government partners	The Los Angeles County Chief Executive Office, Departments of Public Social Services, Public Health, and Health Services, and the City of Long Beach all have representation on the System Leadership Team (SLT), the Department's stakeholder workgroup which meets regularly to inform the implementation and monitoring of MHSA programs. The Los Angeles County Board of Supervisors is also regularly briefed on Departmental activities, including Statewide WET Regional Partnership planning and execution. Additionally, local government representatives are included as members of the 8 Service Area Advisory Committees (SAACs) which host monthly, public meetings and advise the Department in its planning efforts (each SAAC is also represented on the SLT).
Health systems and providers	Older adult service providers, Los Angeles County Community and Senior Services, and the Los Angeles County Department of Health Services are all represented on the SLT. Mental health service providers are also recruited to join each SAAC.
Educational institutions & training consortia	The Los Angeles Unified School District (LAUSD) and various local universities and charter schools are represented on the SLT. The University of California, Los Angeles (UCLA), the Department's academic partner in the proposed Statewide WET Regional Partnership activities, will also be extensively involved in the planning of those activities through in-person meetings and telephone conference calls.

Faith-based organizations	Local clergy members serve as representatives on the SLT, and are also welcomed to join their local SAACs.
Social service agencies & non-profit organizations	Numerous social service agencies and non-profit organizations contribute representatives to the SLT and their respective SAACs.
Child, TAY & elderly population networks	Older adult service providers and Los Angeles County Community and Senior Services are both represented on the SLT, in addition to service providers who work with the child and TAY populations.
Consumers & family members	The National Alliance on Mental Illness (NAMI) and the Los Angeles County Client Coalition are represented on the SLT. Consumers and family members are also active participants in their local SAACs.
Local businesses	Local business representatives are welcomed to join their local SAAC.

## 2. Stakeholder Engagement

Type of Stakeholder	Proposed Activities to Include Stakeholder
State and local government partners, health systems and providers, educational institutions and training consortia, faith-based organizations, social service agencies and non-profit organizations, child, TAY, and older adult population networks, consumers & family members, and local businesses.	LACDMH's Statewide WET Regional Partnership Work Plan for FY 2014-15 will be presented at a meeting of the SLT for review, comment, and approval. It will then be posted online for thirty (30) days for public comment. Stakeholder comments will be documented and incorporated into final revisions of the Work Plan.

## 3. Increase of Population Groups in Public Mental Health System (PMHS) Workforce

Population "Group" Identified	Proposed Activity to support an Increase of the Population Group in the Public Mental Health System (PMHS) workforce
Culturally diverse communities	LACDMH is currently developing a proposal to fund positions through the UCLA Robert Wood Johnson Foundation Clinical Scholars program, which trains psychiatrists and other physicians to work closely with culturally diverse communities in program development and collaborative research. Scholars in this program are themselves from diverse cultural backgrounds, and engage with community members to encourage their participation in

	the public mental health workforce. Funding of these positions is expected to begin in FY 2015-16.
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**4. Leveraging of Federal Funding**

Fellows and residents will provide Medi-Cal billable services to LACDMH clients as part of their participation in Statewide WET Regional Partnership education and training programs.

**Evaluation Data Elements**

<b>Proposed Activity</b>	<b>Type of Data Elements to be collected</b>
General Psychiatry Residency and Child and Adolescent Psychiatry Fellowship Programs ( AFH MHC, San Fernando MHC, and Olive View UCC)	Types of data elements to be collected include: number of residents, units of service, hours worked, direct service percentages, and client population data for those clinical services provided by residents.
Academic Supervision and Training (DMH at Harbor UCLA Medical Center)	Types of data elements to be collected include: number of faculty members providing supervision, hours of supervision. Types of data elements to be collected include: number of trainings, training topics (EBPs), number of attendees per training.
UCLA Faculty Consultation Services (Edelman MHC)	Types of data elements to be collected include: number of consultation sessions provided, number of faculty providing consultation, topics of consultation.
Clinical Scholars Program (West Central MHC)	Types of data elements to be collected include: number of scholars, type and topic of research performed, qualitative data on programs developed.
Post-Doctoral Training and Consultation in Clinical Neuropsychology (DMH at Harbor UCLA Medical Center)	Types of data elements to be collected include: number of post-doctoral fellows, units of service, hours worked, direct service percentages, client population data for those clinical services provided by fellows, number of trainings provided by fellows.

**Los Angeles County Department of Mental Health  
Statewide WET Regional Partnership Plan**

**Fiscal Years: 2014 – 15 through 2016 – 17**

**Budget**

<b>Title</b>	<b>FY 14 - 15</b>	<b>FY 15 - 16</b>	<b>FY 16 - 17</b>
General Psychiatry Residency & Child and Adolescent Psychiatry Fellowship Programs AFH MHC, San Fernando MHC, and Olive View UCC	\$43,903	\$202,353	\$202,353
Academic Supervision & Training (DMH at Harbor UCLA)	\$260,000	\$260,000	\$260,000
UCLA Faculty Consultation Services (Edelman MHC)	\$11,397	\$11,397	\$11,397
Clinical Scholars Program (West Central MHC)	\$ -	\$191,600	\$191,600
Post-Doctoral Training and Consultation in Clinical Neuropsychology (DMH at Harbor UCLA Medical Center)	\$ -	\$77,000	\$77,000
<b>Total:</b>	<b>\$315,300</b>	<b>\$742,350</b>	<b>\$742,350</b>
<b>Total Budget:</b>			<b>\$1,800,000</b>

**AGREEMENT BETWEEN THE  
OFFICE OF STATEWIDE HEALTH PLANNING & DEVELOPMENT  
(HEALTHCARE WORKFORCE DEVELOPMENT DIVISION) AND  
LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH  
AGREEMENT NUMBER 14-5015**

THIS REGIONAL PARTNERSHIP AGREEMENT ("Agreement") is entered into on July 30, 2014 by and between the State of California, Office of Statewide Health Planning and Development ("OSHPD") and Los Angeles County Department of Mental Health , (the "Contractor").

WHEREAS, the Budget Act of 2012 (AB1467) statutorily allocated OSHPD funding for WET Regional Partnerships and authorized OSHPD to implement the Workforce Education and Training ("WET") Regional Partnership program.

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, Regional Partnerships are set forth in Section 5822 (d) of the Welfare and Institutions Code ("WIC") as an important workforce strategy to assist the Public Mental Health System ("PMHS").

WHEREAS Regional partnerships are included as a priority strategy under the WET Five-Year Plan 2014-2019 which was approved by the California Mental Health Planning Council.

WHEREAS Regional Partnerships will develop and implement mental healthcare workforce development strategies that align with the WET Five-Year Plan 2014-2019 and address regional needs by strengthening recruitment, training, education, and retention of the public mental health system workforce.

WHEREAS The Contractor will provide ongoing staffing support to coordinate/administer programs and activities for individuals and entities that have made a commitment to work collaboratively as a Regional Partnership in the Los Angeles Region.

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

**A. Definitions:**

1. "Director" means the Director of the Office of Statewide Health Planning and Development or his designee.
2. "Regional Partnership Agreement/Agreement Number" means Agreement Number 14-5015 awarded to Contractor.
3. "Contractor" means the fiscally responsible entity in charge of administering the Agreement Funds and includes the Counties and other entities/organizations identified on the Agreement Scope of Work/Deliverables.
4. "Agreement Funds" means the money provided by OSHPD for the Program described by Contractor in the Scope of Work/Deliverables contained herein.

5. "Other Sources of Funds" means all cash, donations, or in-kind contributions that are required or used to complete the Program in addition to the Agreement funds provided by this Agreement.
6. "Program Representative" means the Representative of Contractor's training program(s) for which Agreement funds are being awarded.
7. "Program" means the activity described in the Contractor's Scope of Work to be accomplished with the Agreement Funds.
8. "Regional Partnership(s)" means a group of County approved individuals and/or organizations within geographic proximity that act as an employment and education resource for the Public Mental Health System. The group may include education and employment service entities, individuals and/or entities within the Public Mental Health System, and individuals and/or entities that have an interest in the Public Mental Health System, such as county staff, mental health service providers, clients, and clients' family members. (Title 9 CCR 3200.255).
9. "State" means the State of California and includes all its Departments, Agencies, Committees and Commissions.
10. "Caregivers" means adoptive parents and their partners, foster parents and their partners, grandparents and their partners who are now or have in the past been the primary caregiver for a child, youth, or adolescent with a mental health challenge who accessed mental health services.
11. "Consumer" means Referred to as Client in *Title 9, CCR, Section 3200.040*, is an individual of any age who is receiving or has received mental health services. The term "client" includes those who refer to themselves as clients, consumers, survivors, patients or ex-patients.
12. "Culturally Diverse Communities" mean communities of different diversity dimensions including: race/ethnicity, gender, sexual orientation/identity, socio-economic status, age, religion, physical and/or mental/neurological abilities, language, geographical location (i.e. urban/rural), veteran, and/or other pertinent characteristics.
13. "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.
14. "Inappropriately Served" means populations that are not being provided appropriate culturally responsive and/or culturally appropriate services and are provided services often inconsistent with evidence-based and/or community-identified practices
15. "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.
16. "Underrepresented" means populations that are underrepresented in the mental health professions relative to their numbers in the total population.

17. "Underserved" means clients of any age who have been diagnosed with a serious mental illness and/or serious emotional disturbance and are receiving some services, but are not provided the necessary or appropriate opportunities to support their recovery, wellness and/or resilience. When appropriate, it includes clients whose family members are not receiving sufficient services to support the client's recovery, wellness and/or resilience. These clients include, but are not limited to, those who are so poorly served that they are at risk of homelessness, institutionalization, incarceration, out-of home placement or other serious consequences; members of ethnic/racial, cultural, and linguistic populations that do not have access to mental health programs due to barriers such as poor identification of their mental health needs, poor engagement and outreach, limited language access, and lack of culturally competent services; and those in rural areas, Native American Rancherias and/or reservations who are not receiving sufficient services. Title 9, CCR, 3200.300
18. "Unserviced" means those individuals who may have serious mental illness and/or serious emotional disturbance and are not receiving mental health services. Individuals who may have had only emergency or crisis-oriented contact with and/or services from the County may be considered unserved. Title 9, CCR, 3200.310

**B. Term of the Agreement:**

1. This Agreement shall take effect on the July 30, 2014 and shall terminate on September 30, 2017.
2. The Contractor will submit any requests to extend the contract period in writing to OSHPD. Requests for a time extension must be made to OSHPD no later than thirty (30) calendar days prior to the expiration of the Agreement. There shall be no activity pursuant to this Agreement after its expiration.

**C. Scope of Work/Deliverables:**

1. The Los Angeles County Department of Mental Health (Contractor) as the fiscal sponsor will provide ongoing staffing support to coordinate/administer programs and activities for individuals and entities that have made a commitment to work collaboratively as a regional partnership in the Los Angeles Mental Health Region. The county that is included in the Los Angeles Mental Health Region is Los Angeles.
2. Contractor shall perform the Scope of Work and provide the Deliverables outlined below:

Contractor will provide OSHPD: 1) One-year work plans for FY 2014-15, FY 2015-16, and FY 2016-17 outlining proposed activities, justification for activities, and cost of activities for that year; 2) Semi-annual outcomes progress reports providing outcomes of activities outlined for that year; 3) a summary report evaluating outcomes of activities engaged in for FY 2013-14; and 4) a summary report of top accomplishments for FY 2014-15 through FY 2016-17.

Contractor shall submit the Deliverables as provided below:

Deliverable	Description	Due Date
1. FY 2014-15 Work Plan	<p>The Contractor shall submit a work plan using the template found in Attachment 1 to outline proposed activities and cost of activities for FY 2014-15.</p> <p>Within the work plan the contractor shall:</p> <ul style="list-style-type: none"> <li>A. Specify which WET Five-Year Plan 2014-2019 goal, objective, and action each of the proposed activities address.</li> <li>B. Specify how the Regional Partnership proposes to reach out to and include key stakeholder groups such as: state and local government partners, health systems, providers, educational institutions, faith-based organizations, training consortia, consumers, family members, local WIBs, non-profit organizations, social service agencies, children networks, TAY networks, aging networks, businesses, other community and system partners.</li> <li>C. Specify the activities the Regional partnership proposes to engage in to support the increase of groups such as: consumers, family members, parents/caregivers, culturally diverse communities, rural, and other underrepresented, underserved, unserved, and inappropriately served population in the PMHS workforce.</li> <li>D. Specify what activities the Regional Partnership proposes to engage in to support the leveraging of federal funding.</li> <li>E. Provide the proposed metrics/data elements that will be used to evaluate and report on each activity outlined in bullets A-D. Additionally, the Regional Partnership shall indicate how these proposed metrics align to the Key Performance Indicator outlined in the WET Five-Year Plan 2014-2019. Metrics will require approval by OSHPD</li> <li>F. Provide a budget detail and narrative for proposed activities.</li> </ul>	June 30, 2014
2. FY 2013-14 Activity Summary Report	<p>The contractor shall submit a summary report that demonstrates outcomes of activities performed for FY 2013-14. The contractor can submit an amended version of the progress report submitted in January 2014 that incorporates activities and outcomes from January 1, 2014 to June 30, 2014. Alternatively the contractor can submit a summary progress report that only includes activities and outcomes from January 1, 2014 to June 30, 2014.</p>	August 15, 2014

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	<p>Within the Summary Report the contractor shall:</p> <ul style="list-style-type: none"> <li>A. Provide a description of activities performed</li> <li>B. Provide outcomes of activities</li> <li>C. Provide lessons learned.</li> </ul>	
3(A). FY 2014-15 Semi-Annual Outcomes Progress Report	<p>The contractor shall submit a progress report using the template found in Attachment 2 to demonstrate outcomes of activities outlined in Deliverable 1 Work Plan. The progress report will demonstrate outcomes of activities for the time period of July 1, 2014 through December 31, 2014.</p> <p>Within the progress report the contractor shall:</p> <ul style="list-style-type: none"> <li>A. Provide Regional Partnership activity outcomes based on the approved metrics/data developed under deliverable 1 activity E.</li> <li>B. Provide an expenditure detail and narrative for activities.</li> </ul>	February 15, 2015
3(B). FY 2014-15 Semi-Annual Outcomes Progress Report	<p>The contractor shall submit a progress report using the template found in Attachment 2 to demonstrate outcomes of activities outlined in Deliverable 1 Work Plan. The progress report will demonstrate outcomes of activities for the time period of January 1, 2015 through June 30, 2015.</p> <p>Within the progress report the contractor shall:</p> <ul style="list-style-type: none"> <li>A. Provide Regional Partnership activity outcomes based on the approved metrics/data developed under deliverable 1 activity E.</li> <li>B. Provide an expenditure detail and narrative for activities.</li> </ul>	August 15, 2015
4. FY 2015-16 Work Plan	<p>The Contractor shall submit a work plan using the template found in Attachment 1 to outline proposed activities and cost of activities for FY 2015-16.</p> <p>Within the work plan the contractor shall:</p> <ul style="list-style-type: none"> <li>A. Specify which WET Five-Year Plan 2014-2019 goal, objective, and action each of the proposed activities address.</li> <li>B. Specify how the Regional Partnership proposes to reach out to and include key stakeholder groups such as: state and local government partners, health systems, providers, educational institutions, faith-based organizations, training consortia, consumers, family members, local WIBs, non-profit organizations, social service agencies, children networks, TAY networks, aging networks, businesses, other community and system partners.</li> <li>C. Specify the activities the Regional partnership</li> </ul>	June 30, 2015

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	<p>proposes to engage in to support the increase of groups such as: consumers, family members, parents/caregivers, culturally diverse communities, rural, and other underrepresented, underserved, unserved, and inappropriately served population in the PMHS workforce.</p> <p>D. Specify what activities the Regional Partnership proposes to engage in to support the leveraging of federal funding.</p> <p>E. Provide the proposed metrics/data elements that will be used to evaluate and report on each activity outlined in bullets A-D. Additionally, the Regional Partnership shall indicate how these proposed metrics line up to the Key Performance Indicator outlined in the WET Five-Year Plan 2014-2019. Metrics will require approval by OSHPD</p> <p>F. Provide a budget detail and narrative for proposed activities.</p>	
<p>5(A). FY 2015-16 Semi-Annual Outcomes Progress Report</p>	<p>The contractor shall submit a progress report using the template found in Attachment 2 to demonstrate outcomes of activities outlined in Deliverable 4 Work Plan. The progress report will demonstrate outcomes of activities for the time period of July 1, 2015 through December 31, 2015.</p> <p>Within the progress report the contractor shall:</p> <p>A. Provide Regional Partnership activity outcomes based on the approved metrics/data developed under deliverable 4 activity E.</p> <p>B. Provide an expenditure detail and narrative for activities.</p>	<p>February 15, 2016</p>
<p>5(B). FY 2015-16 Semi-Annual Outcomes Progress Report</p>	<p>The contractor shall submit a progress report using the template found in Attachment 2 to demonstrate outcomes of activities outlined in Deliverable 4 Work Plan. The progress report will demonstrate outcomes of activities for the time period of January 1, 2016 through June 30, 2016.</p> <p>Within the progress report the contractor shall:</p> <p>A. Provide Regional Partnership activity outcomes based on the approved metrics/data developed under deliverable 4 activity E.</p> <p>B. Provide an expenditure detail and narrative for activities.</p>	<p>August 15, 2016</p>
<p>6. FY 2016-17 Work Plan</p>	<p>The Contractor shall submit a work plan using the template found in Attachment 1 to outline proposed activities and cost of activities for FY 2016-17.</p>	<p>June 30, 2016</p>

	<p>Within the work plan the contractor shall:</p> <ul style="list-style-type: none"> <li>A. Specify which WET Five-Year Plan 2014-2019 goal, objective, and action each of the proposed activities address.</li> <li>B. Specify how the Regional Partnership proposes to reach out to and include the following key stakeholder groups such as: state and local government partners, health systems, providers, educational institutions, faith-based organizations, training consortia, consumers, family members, local WIBs, non-profit organizations, social service agencies, children networks, TAY networks, aging networks, businesses, other community and system partners.</li> <li>C. Specify the activities the Regional partnership proposes to engage in to support the increase of groups such as: consumers, family members, parents/caregivers, culturally diverse communities, rural, and other underrepresented, underserved, unserved, and inappropriately served population in the PMHS workforce.</li> <li>D. Specify what activities the Regional Partnership proposes to engage in to support the leveraging of federal funding.</li> <li>E. Provide the proposed metrics/data elements that will be used to evaluate and report on each activity outlined in bullets A-D. Additionally, the Regional Partnership shall indicate how these proposed metrics line up to the Key Performance Indicator outlined in the WET Five-Year Plan 2014-2019. Metrics will require approval by OSHPD</li> <li>F. Provide a budget detail and narrative for proposed activities.</li> </ul>	
<p>7(A). FY 2016-17                  Semi-Annual                  Outcomes Progress                  Report</p>	<p>The contractor shall submit a progress report using the template found in Attachment 2 to demonstrate outcomes of activities outlined in Deliverable 6 Work Plan. The progress report will demonstrate outcomes of activities for the time period of July 1, 2016 through December 31, 2016.</p> <p>Within the progress report the contractor shall:</p> <ul style="list-style-type: none"> <li>A. Provide Regional Partnership activity outcomes based on the approved metrics/data developed under deliverable 6 activity E.</li> <li>B. Provide an expenditure detail and narrative for activities.</li> </ul>	<p>February 15, 2017</p>

7(B). FY 2016-17 Semi-Annual Outcomes Progress Report	<p>The contractor shall submit a progress report using the template found in Attachment 2 to demonstrate outcomes of activities outlined in Deliverable 6 Work Plan. The progress report will demonstrate outcomes of activities for the time period of January 1, 2017 through June 30, 2017.</p> <p>Within the progress report the contractor shall:</p> <p>A. Provide Regional Partnership activity outcomes based on the approved metrics/data developed under deliverable 6 activity E.</p> <p>B. Provide an expenditure detail and narrative for activities.</p>	August 15, 2017
8. Summary Report of Top Accomplishments for FY 2014-15 through FY 2016-17	The Contractor shall provide a summary report of Top 3 Regional Partnership accomplishments from FY 2014-15 through FY 2016-17. The Summary report shall also include major lessons learned.	September 30, 2017

3. The contractor shall comply with the following additional conditions:

- a. Funding shall be contingent on the submission of Deliverables outlined in Agreement Section C-2 by their respective due dates.
- b. Contractor shall commence performance of the Deliverables on July 30, 2014.
- c. OSHPD will work collaboratively with Contractor to finalize the Deliverables to be performed and submitted by Contractor that demonstrate regional partnership activities and outcomes of those activities as indicated In Agreement Section C-2. The parties shall finalize the Deliverables on or before September 30, 2017.
- d. The Contractor shall be responsible for all the performance of all tasks and deliverables specified in Agreement Section C-2.
- e. The Contractor shall perform the tasks and activities set forth in Agreement Section C2 and submit the required Deliverables within the deadlines specified in this Agreement. Contractor shall be responsible for anticipating potential overlaps, conflicts, and scheduling issues, to adhere to the terms of this Agreement.
- f. OSHPD will monitor the activities and progress of the Contractor by attending quarterly Regional Partnership meeting; and reviewing the semi-annual progress reports submitted by the Contractor. OSHPD reserves the right to require the Contractor to submit additional reports or documentation to evaluate the Program and performance of the Deliverables, during the term of the Agreement.
- g. Funding for each cycle shall be contingent on the satisfactory performance of the Deliverables. OSHPD reserves the right to withholding funding for subsequent years until Contractor complies with the terms of this Agreement including this Scope of Work provision.

**D. Budget Detail:**

1. Budget: Contractor shall expend the Agreement Funds in accordance with the Budget provided in the Contractor's annually submitted work plan deliverables or in accordance with the information provided in the "Revision to Work Plan Activities" section in the semi-annual progress report deliverables. The funds provided under this Agreement shall

be the funds provided from FY 2014-15 through FY 2016-17 which shall cover the costs of activities under deliverables set under contract #14-5015. The funds provided under this contract shall not be comingled with any other funds administered by this contractor.

2. Budget All-Inclusive Rate: The costs for travel, goods and services must be reflected in the all-inclusive rate for each deliverable identified in Agreement Section C-2. The all-inclusive rate will include but will not be limited to: travel, per diem, supplies, and sub-contractor fees.

**E. Reports and Deliverables:**

**SUBMISSION DEADLINE** - Contractor shall submit all the *deliverables and Invoices* for contract #14-5015, no later than the deliverable dates outlined in Agreement Section C-2. Deliverables shall be submitted electronically to [Inna.Tysoe@oshpd.ca.gov](mailto:Inna.Tysoe@oshpd.ca.gov) with a hard copy mailed to the address below. Both the electronic and hard copy of invoice must be received to be processed for approval.

Invoices will not be processed for payment until deliverables have been received and approved by OSHPD WET Contract Manager. Mail all invoices and deliverables to:

Office of Statewide Health Planning and Development  
Healthcare Workforce Development Division  
WET Regional Partnership Program Attn: Inna Tysoe  
400 R Street, Suite 330  
Sacramento, CA 95811-6213

**F. Invoicing and Payment:**

1. Agreement Fund installments shall be released to Contractor upon approval of the invoices submitted by Contractor in accordance with the budget schedule below. Approval of the invoices shall be based on the satisfactory performance of deliverables as outlined in Agreement Section C-2 Scope of Work within the deadlines specified by OSHPD.

Payment Installment	Payment Amount	Deliverables Requiring Submittal/Approval Prior to Payment Installment Release	Due Date for Set of Deliverables to Receive Payment Installment Approval
1	\$600,000	1	June 30, 2014
2	\$600,000	2; 3(A); and 4	July 15, 2015
3	\$550,000	3(B); 5(A); and 6	July 15, 2016
4	\$50,000	5(B); 7(A); 7(B); and 8l	September 30, 2017

2. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
3. Approval of the invoices shall be based on the satisfactory performance as outlined in Agreement Section C-2 Scope of Work within the deadlines specified by OSHPD.
4. Additional information may be requested by OSHPD upon reviewing the Deliverables.

**G. Prompt Payment Clause:**

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

**H. 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 Contractor or to furnish any other considerations under this Agreement and Contractor 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 Contractor to reflect the reduced amount.

**I. Breach:**

OSHPD reserves the right to recover any and all amounts provided to the Contractor for Contractor's failure to perform the Scope of Work set forth in this Agreement. OSHPD expressly reserves the right pursue all legal and equitable remedies in the event of a breach by Contractor, including the right to disqualify Contractor from future funding opportunities.

**J. General Terms and Conditions:**

1. Time: Time is of the essence in this Agreement. Contractor 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 Contractor.
2. Cumulative Remedies: A failure to exercise or a delay in exercising, on the part of the OSHPD, any right, remedy, power or privilege hereunder shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.
3. Ownership and Public Records Act: All reports and the supporting documentation and data collected during the funding period which are embodied in those reports, shall become the property of the State and subject to the Public Records Act.
4. Additional Audits: Contractor 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. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. (Gov. Code §8546.7, Pub. Agreement Code §10115 et seq., Cal. Code Regs. tit. 2, §1896).

employees or agents of the State. Nothing contained in this Agreement shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of their responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the act and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any money to any contractor.

The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement, or is rightfully obtained from third parties.

6. 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 Contractor from any future Agreement awards for failure to comply with the terms of this Agreement.
7. Approval: This Agreement is of no force or effect until signed by both parties. Contractor may not commence performance until such approval has been obtained.
8. Entire Agreement / Amendment: This Agreement including Contractor's Application constitutes the entire Agreement between the parties. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
9. Assignment: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
10. Indemnification: Contractor 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 Contractor 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 Contractor in the performance of this Agreement.
11. Disputes: Any dispute arising under this Agreement, shall be resolved as follows:
  - a. The Contractor will discuss the problem informally with the OSHPD Program Coordinator. 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 Contractor'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 Contractor and shall respond in writing to the Contractor indicating the decision and reasons for it.
  - c. Contractor 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 Contractor within twenty (20) working days of receipt of the Contractor's letter. The Director's

decision will be final.

5. Independent Contractor: Contractor and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or

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12. Termination For Cause: OSHPD may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided.

13. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

14. 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.

15. Non-Discrimination Clause: During the performance of this Agreement, Contractor shall not unlawfully discriminate, harass, or allow harassment against any member of the underserved population in performing the obligations under this Agreement 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.

16. Agreement Representatives: The program representatives during the term of this agreement are listed below. Direct all inquiries to:

State Agency: Office of Statewide Health Planning and Development	Contractor: Los Angeles County Department of Mental Health
Section/Unit: Healthcare Workforce Development Division/WET	Section/Unit:
Name: Inna Tysoe (or designee)	Name (Main Contact): William Arroyo (or designee)
Address: 400 R Street, Suite 330 Sacramento, CA 95811-6213	Address: 550 S. Vermont Ave, 10 <sup>th</sup> floor Los Angeles, CA 90020
Phone: (916) 326-3650	Phone: (213) 738-6152
Fax: (916) 322-2588	Site Fax Number:
Email: <a href="mailto:Inna.Tysoe@oshpd.ca.gov">Inna.Tysoe@oshpd.ca.gov</a>	Email: <a href="mailto:WArroyo@dmh.lacounty.gov">WArroyo@dmh.lacounty.gov</a>

Direct all Contract Inquiries to:

State Agency: Office of Statewide Health Planning and Development	Contractor: Los Angeles County Department of Mental Health
Section/Unit: Healthcare Workforce Development Division/WET	Section/Unit:
Name: Inna Tysoe (or designee)	Name of Contracts Officer: William Arroyo (or designee)
Address: 400 R Street, Suite 330 Sacramento, CA 95811-6213	Address: 550 S. Vermont Ave, 10 <sup>th</sup> floor Los Angeles, CA 90020

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Phone: (916) 326-3650	Phone: (213) 738-6152
Fax: (916) 322-2588	Site Fax Number:
Email: Inna.Tysoe@oshpd.ca.gov	Email: WAroyo@dmh.lacounty.gov

Official Authorized to Sign Contract for Organization:

State Agency: Office of Statewide Health Planning and Development	Contractor: Los Angeles County Department of Mental Health
Section/Unit: Budget, Procurement and Contract Services	Section/Unit:
Attention: Patty Nelson	Attention: Marvin Southard (or designee)
Address: 400 R Street, Suite 359, Sacramento, CA 95811	Address: 550 S. Vermont Ave, Los Angeles, CA 90020
Phone: (916) 326-3216	Phone: (213) 738-4601
Fax: (916) 322-2530	Fax: ( )
Email: Patty.Nelson@oshpd.ca.gov	Email: msouthard@dmh.lacounty.gov

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

CONTRACTOR: LOS ANGELES COUNTY  
DEPARTMENT OF MENTAL HEALTH

Signature:

Signature

\_\_\_\_\_

Name:

Name:   Patty Nelson  

Title:

Title:   Budget and Facilities Operations    
Service Manager \_\_\_\_\_

**WORKFORCE EDUCATION AND TRAINING REGIONAL PARTNERSHIP**  
 Annual Work Plan Template  
 (Attachment 1)

<b>Region:</b>	<b>Fiscal Sponsor:</b>
<b>Work Plan Year:</b>	<b>Regional Partnership Coordinator</b>

Please describe the Regional Partnership: (Please include the following: counties and stakeholders engaged in the regional partnership, and regional partnership structure/process used to decide engagement in activities)

**A. Regional Needs** (Provide a description of your regions mental health workforce needs including but not limited to: workforce shortages, hard-to-fill, hard-to-retain positions, diversity needs, and regional mental healthcare workforce development )

"The regions incumbent workforce does not have full competencies to provide culturally responsive care to the Native American population."

<b>B. Key Goals and Priorities (Provide a description of your Regional Partnership's key goals and priorities that align with the WET Five-Year Plan 2014-2019, to meet the identified mental health workforce needs)</b>	
<b>Mental Health Workforce Need</b>	<b>Goals to Meet Mental Health Workforce Needs</b>
<p><i>For Example:</i>                      "There is a lack of incumbent providers with cultural competencies to provide care to the Native American population"</p>	<p><i>For Example:</i>                      "The partnerships goal is to develop and fund regional trainings for incumbent providers that include training in cultural responsiveness of Native American populations"</p>
<p><i>For Example:</i>                      "There is a lack of incumbent providers with cultural competencies to provide care to the Native American population"</p>	
<p><i>For Example:</i>                      "There is a lack of incumbent providers with cultural competencies to provide care to the Native American population"</p>	
<p><i>For Example:</i>                      "There is a lack of incumbent providers with cultural competencies to provide care to the Native American population"</p>	
<p><i>For Example:</i>                      "There is a lack of incumbent providers with cultural competencies to provide care to the Native American population"</p>	
<b>C. Description of Activities (Provide a description of the activities and timelines the Regional Partnership proposes to meet the key goals and priorities. Also include what WET Five-Year Plan 2014-2019 goals, objectives, and actions are met with the proposed activity)</b>	
<b>Proposed Activity</b>	<b>Proposed Timeline</b>
<p><i>Example:</i>                      The partnership will develop and fund regional continuing education trainings in: cultural responsiveness of Native American populations. The trainings will be provided in multiple formats including on-the-job trainings and distributed learning trainings.</p>	<p>Develop continuing education training program: July 2014 - September 2014.                      Provide training October 2014 - March 2015.</p>
<p>1</p>	<p>WET Five-Year Plan 2014-2019 Goals, Objectives, and Actions met with Proposed Activity</p>
	<p>Goal 2 Objective A                      Action 2 and Action 4.</p>

2						
3						
4						
5						
6						
7						
<p><b>D. Description of Proposed Activities for Priority Elements (Describe how the regional partnership proposes to address each of the elements outlined in this section)</b></p>						
<p>A. How does the Regional Partnership propose to reach out to and include key stakeholder groups such as: state and local government partners, health systems, providers, educational institutions, faith-based organizations, training consortia, consumers, family members, local Workforce Investment Boards (WIBs), non-profit organizations, social service agencies, children networks, Transitional Age Youth (TAY) networks, aging networks, businesses, other community and system partners?</p>						
<b>Type of Stakeholder</b>				<b>Type of Outreach</b>		
<p>For Example:                  "Local Workforce Investment Boards (WIBs)"</p>				<p>For Example:                  "The regional partnership will reach out to every County WIB Director within the region and notify them of quarterly partnership meetings to encourage them to attend."</p>		

<p>B. How does the Regional Partnership Propose to include the stakeholder groups listed above in proposed activities?</p>	
<p><b>Type of Stakeholder</b></p>	<p><b>Proposed Activities to Include Stakeholder</b></p>
<p><i>For Example:</i>          Local Workforce Investment Board (WIBS)</p>	<p><i>For Example:</i>          "The partnership will collaborate with WIBs to provide outreach to current providers on the incumbent training programs. The partnership will also look to leverage local WIB funding to make trainings available to more providers."</p>
<p>C. What activities does the Regional partnership propose to support the increase of groups such as: 1) consumers, family members, parents/caregivers, 2) culturally diverse communities, 3) rural, and other 4) underrepresented, 5) underserved, 6) unserved, and 7) inappropriately served population in the Public Mental Health System (PMHS) workforce?</p>	
<p><b>Population "Group" Identified</b></p>	<p><b>Proposed Activity to support an Increase of the Population Group in the Public Mental Health System (PMHS) workforce</b></p>
<p><i>For Example:</i>          "2)Culturally Diverse Communities"</p>	<p><i>For Example:</i>          "The partnership proposes to engage in mental health career awareness efforts at local high schools with concentrated populations of culturally diverse communities."</p>
<p>D. Is the Regional Partnership proposing to engage in activities to support the leveraging of federal funding? (If so, please describe. If not, identify as "not applicable")</p> <p><i>For example:</i>          "Not applicable"</p>	

<b>E. Evaluation Data Elements</b> <i>(Provide the type of data that will be collected to evaluate each of the activities outlined in sections C and D. Data elements align to the key-performance indicators outlined in the WET Five-Year Plan 2014-2019. Where applicable and to the extent possible, data elements should include data on population served per activity to include: total number of participants; gender, race/ethnicity, languages spoken, County of residence, age, consumer and/or family member experience, and profession.)</i>	
Proposed Activity	Type of Data Elements to be collected
1 For Example: Provide regional continuing education trainings in: cultural responsiveness of Native American populations.	For Example: Types of data elements that will be collected include: total number of individuals that received training; location of trainings; frequency of trainings; type of training received, and demographics of individuals receiving training including: gender, race/ethnicity, languages, County of residence, age, consumer and/or family member experience, and profession.
2	
3	
4	
5	
6	
7	
8	

**E. Funds Allocated for Proposed Activities:** *(Include a copy of your existing Partnership budget detail. Each line item should have a 1-2 sentence budget narrative which explains the line item and ties it back to the proposed activities outlined in this work plan. The budget narrative would preferably be on the budget, however an attached sheet identifying the budget line item with the budget narrative is acceptable.)*

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All information in this Work Plan is true and correct to the best of my knowledge.

\_\_\_\_\_  
Regional Partnership Coordinator

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**WORKFORCE EDUCATION AND TRAINING REGIONAL PARTNERSHIP**  
 Semi-Annual Outcomes Progress Report Template  
 (Attachment 2)

<b>Region:</b>	<b>Fiscal Sponsor:</b>
<b>Progress Report Time Period:</b>	<b>Regional Partnership Coordinator</b>

**A. Revisions to Work Plan/Activities:**

*(If the regional partnership has revised the work plan submitted to OSHPD for the time period of this report, please indicate those changes here or include as an attachment to this document.)*

**Activity as Proposed in Work Plan**

**Revision to Activity**

*For Example:*

The partnership will develop and fund regional continuing education trainings in cultural responsiveness of Native American populations. The trainings will be provided in multiple formats including on-the-job trainings and distributed learning trainings.

*For Example:*

The partnership added two additional competency elements to the training including stigma reduction and tele-health competencies.


	<p><b>B) Description of Activities and Outcomes</b> (This section should describe the activities of the Regional Partnership to meet identified goals during the time period of this report and outcomes. Also include key activity dates, status of activity and the WET Five-Year Plan 2014-2019 goals, objectives and actions met with the activity)</p> <p><i>Outcome should be reported only for activities during the time period of this progress report. Only report one (1) activity per row which are numbered below. Outcomes should be reported using the data elements approved by OSHPD. Where applicable and to the extent possible outcomes should include data on population served per activity to include: total number of participants, gender, race/ethnicity, sexual orientation, languages spoken, County of residence, age, consumer and/or family member experience and profession. OSHPD prefers outcomes or demographic data to be reported by excel or other electronic means that facilitates analysis of information to the extent possible and where applicable, include excel attachments with demographic data.</i></p>				
	Description of Activity Engaged in to Meet Work Plan Goals	Key Activity Dates	Status of Activity	WET Five-Year Plan 2014-2019 Goals, Objectives, and Actions met with Activity	Contract Funds Used for Activity (Identify if Funds Used are FY2008-14 Funds or FY2014-17 Funds)
1	<p>For Example:                      Provided regional continuing education trainings to incumbent providers in: cultural responsiveness of Native American populations; stigma reduction; and tele-health competencies. The trainings were provided in multiple formats including on-the-job trainings and distributed learning trainings.</p>	<p>Developed continuing education training program between: July 2014 - September 2014. Provided training October 2014 - March 2015.</p>	<p>In progress. Will continue to engage in activity for subsequent years.</p>	<p>Goal 2                      Objective A                      Action 2; and                      Action 4.</p>	<p>FY 2008-14 funds</p>
2	<p>Outcomes:</p>				

	Outcomes:						
3							
	Outcomes:						
4							
	Outcomes:						
<b>C. Description of Activities Engaged in for Priority Elements (Describe how the regional partnership addressed each of the elements outlined in this section)</b>							
<b>1. How did the Regional Partnership reach out to and include key stakeholder groups such as: state and local government partners, health systems, providers, educational institutions, faith-based organizations, training consortia, consumers, family members, local Workforce Investment Boards (WIBs), non-profit organizations, social service agencies, children networks, Transitional Age Youth (TAY) networks, aging networks, businesses, other community and system partners?</b>							
	<b>Type of Stakeholder</b>	<b>Type of Outreach Conducted</b>	<b>Status</b>				
	<i>For Example:</i> "Local Workforce Investment Boards (WIBs)"	<i>For Example:</i> "The regional partnership reached out to every County WIB Director within the region and notified them of quarterly partnership meetings to encourage them to attend."	<i>For example:</i> "Five (5) of the Eight (8) WIBs within the region have sent staff to attend the partnerships quarterly meetings"				

<p>2. How did the Regional Partnership include the stakeholder groups listed above in proposed activities?</p>		
<p><b>Type of Stakeholder</b></p> <p><i>For Example:</i>          Local Workforce Investment Board (WIBS)</p>	<p><b>Activities Stakeholders Engaged In</b></p> <p><i>For Example:</i>          "The partnership collaborated with WIBs to provide outreach to incumbent providers on the incumbent training programs.</p>	<p><b>Status</b></p> <p><i>For Example:</i>          The partnership has increased participation in the incumbent training program due to WIB collaboration and will continue to partner with the WIBs to provide outreach to incumbent mental health providers.</p>
<p>3. What activities did the Regional partnership engage in to support the increase of populations such as: 1) consumers, family members, parents/caregivers, 2) culturally diverse communities, 3) rural, and other 4) underrepresented, 5) underserved, 6) unserved, and 7) inappropriately served population in the Public Mental Health System (PMHS) workforce?</p>		
<p><b>Population "Group" Identified</b></p> <p><i>For Example:</i>          "2) Culturally Diverse Communities"</p>	<p><b>Activities Engaged in to Support an Increase of the Population Group in the Public Mental Health System (PMHS) workforce</b></p> <p><i>For Example:</i>          "The partnership engaged in mental health career awareness efforts at local high schools with concentrated populations of culturally diverse communities."</p>	<p><b>Status</b></p> <p><i>For example:</i>          The partnership engaged in Mental health career awareness efforts in 16 high schools throughout the region. The career awareness efforts included speaking during classes and general assembly's. The partnership will continue engaging remaining schools.</p>

4. Where there activities engaged in to support the leveraging of federal funding?	Activity	Outcomes
<p><i>For Example:                      "Not Applicable"</i></p>	<p><i>For Example:                      "Not Applicable"</i></p>	<p><i>For Example:                      "Not Applicable"</i></p>
<p><b>D. Expenditures Report:</b> (This section should include regional partnership expenditures for activities engaged in during the time period of this report. The expenditure categories should align with the proposed budget categories from the annual work plan. Include a 1-2 sentence budget narrative for each categorized expenditure. Be aware that there should be no commingling of funds. You should not include expenditure information for activities from the funds provided from 2008-09 through 2013-14. Expenditures reported should only include those from funds received between 2014-15 through 2016-17.</p>		

All information in this Work Plan is true and correct to the best of my knowledge.

Regional Partnership Coordinator \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

CCC-307

**CERTIFICATION**

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

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</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>	
<b>CONTRACTOR CERTIFICATION CLAUSES</b>		

**1. STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

**2. DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the 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 lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

## 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.