



Office of Statewide Health
Planning and Development

Workforce Education and Training (WET)
Psychiatric Education Capacity Expansion (PECE)
Psychiatry Residency Grant Program

Grant Guide
For Fiscal Year 2020-21

If your program requires approval to contract from a coordinating authority, please inform the authority of the terms and conditions contained in the sample grant agreement. Applicants must agree to the terms and conditions before receiving funds. The Office of Statewide Health Planning and Development will not make changes to the terms and conditions specified in the sample grant agreements.

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A. Background and Mission

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

The Office of Statewide Health Planning and Development (OSHPD) administers the Workforce Education and Training (WET) Program, a component of the MHSA. State budget appropriations fund the WET program, which promotes the expansion of postsecondary education and training to meet mental health occupational shortage needs.

This grant opportunity will result in grant agreement(s) with educational and/or medical institutions to develop and expand psychiatry residency programs that train and prepare residents to work in the Public Mental health System (PMHS), which includes:

1. Working on multi-disciplinary teams
2. Working with populations identified by the local PMHS
3. Acquiring MHSA values and principles
4. Promoting wellness, recovery, and resilience

Competitive proposals will demonstrate a commitment to [2020-2025 MHSA WET Five Year Plan](#) goals and objectives.

B. Purpose and Description of Services

This Grant Guide will result in funding organizations to train psychiatry residents and fellows to work in the PMHS, including, but not limited to:

1. Adding PMHS psychiatry residency/fellowship slots to an existing psychiatry residency/fellowship program.
2. Recruiting residents and/or fellows who can provide care consistent with the MHSA vision and values.
3. Recruiting culturally diverse residents and/or fellows who can provide culturally competent care.
4. Increasing the number of hours psychiatry residents and/or fellows train in the PMHS.
5. Providing clinical supervision that leads to Board of Psychiatry and Neurology certification.

6. Revising curriculum to include the MHSA core values:
 - a. Community collaboration
 - b. Cultural competence
 - c. A client/family-driven mental health system
 - d. A wellness, recovery, and resilience focus
 - e. An integrated service experience for consumers and their families to address the changing needs of the PMHS
7. Encouraging psychiatry residents and fellows to continue working in the PMHS after they complete their residency requirements.

C. Available Funding

1. OSHPD limits grant awards to the funds specified in the State Budget Act of 2019. This is a one-time grant opportunity with no implied or expressed guarantee of subsequent funding after the initial contract award resulting from this application. Awardees shall use the funding to enhance the capacity of psychiatric residency and fellowship programs to meet mental health occupation shortage needs. Awardees shall not use these funds to supplant existing funds.
2. Approximately \$18,000,000 in state funding is available to support PECE, which includes the Psychiatric Mental Health Nurse Practitioner (PMHNP) program and Psychiatry Residency Programs.
3. OSHPD may award full, partial, or no funding to an applicant based on the applicant's criteria score and the amount of available funds. Competitive proposals will meet the WET Program evaluation criteria and demonstrate a commitment to WET goals.

D. Determining Eligibility

To find out if your program is eligible for one or more funding opportunities, please answer the questions below:

1. Are you a program that has not received ACGME residency program accreditation or will seek ACGME accreditation by June 30, 2023, has not enrolled its first cohort, and has not received previous PECE funding?

If yes, you may apply for New Psychiatry Residency Programs funding.

2. Are you an ACGME accredited program for psychiatry residency willing to seek accreditation of additional psychiatry residency slots? Will you receive approval before July 1, 2021?

If yes, you may apply for Psychiatry Residency Expansion training program funds.

3. Are you interested in establishing or expanding Child and Adolescent Psychiatry fellowships?

If yes, you may apply for Psychiatry Residency Expansion or New Psychiatry Residency training program funds for this purpose.

E. Funding Categories

1. **New Psychiatry Residency Programs**

Funding to offset the costs associated with achieving ACGME accreditation by June 30, 2023.

2. **Psychiatry Residency Expansion Programs**

Funding disbursed over a five-year period to a Psychiatry Residency program that is permanently expanding at least one first-year psychiatry resident.

F. Grant Questions and Answers

You can find answers to most questions in this Grant Guide.

Prospective applicants may submit questions to OSHDP.MHSAWET@oshpd.ca.gov at any time during the application cycle.

G. Initiating an Application

1. Applicants should provide concise descriptions of their ability to satisfy the Grant Guide requirements. Applicants must submit applications that are complete and accurate. OSHPD may reject an application that contains omissions, inaccuracies, or misstatements.

Applicants must submit their applications through the web based WET PECE Application located at

https://oshpd.sjc1.qualtrics.com/jfe/form/SV_8cROe7XGsJoj2LP by

August 1, 2020.

_____ before starting the online application OSHPD will not consider hard copy applications or applications received after this date.

2. Applicants must submit a sustainability letter reflecting the number of residents to be enrolled as a result of receiving grant funds. For Expansion Program applicants, the sustainability letter must indicate the number students to be added.
3. OSHPD may reject an application if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. OSHPD may reject any

or all applications and may waive an immaterial deviation in an application. OSHPD's waiver of an immaterial deviation shall in no way modify the Grant Guide or excuse the applicant from full compliance with all requirements if awarded the agreement.

4. Applicants are entirely responsible for costs incurred in developing applications in anticipation of award of the agreement and shall not charge the State of California for these costs.
5. An individual authorized to represent the applicant shall complete the WET PECE Application.
6. OSHPD may modify this Grant Guide prior to the final application submission deadline by issuing an addendum at <https://oshpd.ca.gov/loans-scholarships-grants/grants/wet/>.
7. OSHPD reserves the right to reject all applications.
8. OSHPD considers that the submission of an application implies express acceptance of the terms. All applicants must agree to the terms and conditions outlined in Attachment E: Sample PECE New Psychiatry Residency Program Grant Agreement or Attachment F: Sample PECE Psychiatry Residency Program Expansion Grant Agreement before receiving funds.
9. OSHPD does not accept alternate grant agreement language from a prospective Grantee. OSHPD will consider an application with such language to be a counteroffer and will reject it. OSHPD will not negotiate the terms and conditions outlined in sample grant agreements located in Attachments E and F.
10. If your program requires approval to contract from a coordinating authority, please inform the authority of the terms and conditions contained in the Sample Grant Agreement.
11. Awardees must sign and submit grant agreements by the OSHPD due date. If the Awardee fails to sign and return the grant agreement by the due date, it may result in loss of award.
12. When the Grantee is a county or other local public body, the Grantee must include a copy of the resolution, order, motion, ordinance, or other similar document from the local governing body authorizing execution of the grant agreement with the signed grant agreement.
13. If, upon reviewing all deliverables, OSHPD finds that the Grantee has not met all requirements and/or expended all funds, OSHPD will request the remittance of funds from the Grantee.

14. The Public Records Act shall apply to all grant deliverables, including applications, reports, and supporting documentation.
15. OSHPD shall not consider any oral understanding or agreement to be binding on either party.

H. Budget Restrictions

Grantee shall not use these funds to supplant existing funds.

I. Evaluation and Scoring Procedures

1. Evaluation and Scoring

OSHPD staff will review and score all applicants with complete applications.

2. Evaluation and Scoring Criteria

Please refer to Attachment A for the Evaluation Criteria.

a. Review Process

During the review process, OSHPD staff will verify the presence of required information as specified in this Grant Guide and score applications using only the established evaluation criteria (Attachment A). The most competitive applicants are those most consistent with the intent of this grant opportunity.

If, in the opinion of OSHPD, an application contains false or misleading information, or provides documentation that does not support an attribute or condition claimed, OSHPD shall reject the application. OSHPD reserves the right to reject any or all applications or to reduce the amount funded to an applicant.

An applicant may not change its application after the application deadline.

b. Final Selections

OSHPD will make final selections using the Evaluation and Scoring Criteria described in Attachment A. OSHPD also intends for the PECE Psychiatry Residency Grant Program to support a geographic distribution in California. Applicants seeking to support geographic regions not addressed by other scored applications may receive preference. Once OSHPD makes the final selections, OSHPD will announce awardees.

OSHPD reserves the right to determine the number of grant agreement(s) awarded and to modify the amount awarded to each Grantee.

J. Grant Agreement Deliverables

Grantees must submit annual program reports, along with supporting materials, to OSHPD in accordance with the schedule provided in the grant agreement. The Program Report is an online survey that OSHPD will send out annually after the grant period begins (starting at the end of the first fiscal year). The Program Report collects data on program outcomes and OSHPD will use the results to evaluate the impact of the grant program. It will collect data on students/residents, graduate employment, practice site placement, and training hours spent by students/residents in the PMHS and/or rural areas, along with expenditures over the last year.

It is the sole responsibility of the grantee to adhere to the terms of the grant agreement. OSHPD will withhold the final payment until the Grantee has submitted all required reports and received OSHPD approval.

K. Additional Terms and Conditions

1. By submitting an application, you and your organization agrees to the grant terms and conditions specified in this Grant Guide.
2. If your program requires approval to contract from a coordinating authority, you must inform the authority of the terms and conditions contained in this Grant Guide. All applicants must agree to the terms and conditions prior to receiving funds. OSHPD will not make changes to the terms and conditions specified in this Grant Guide.
3. Grantees must sign and submit grant agreements by the due date provided by OSHPD staff. Failure to sign and return the grant agreement by the due date may result in loss of award.
4. OSHPD will consider any edits to the grant agreement as a counter proposal and will not accept them.
5. When the grantee is a county, city, school district, or other local public body, a copy of the resolution, order, motion, ordinance, or other similar document shall accompany the signed grant from the local governing body authorizing execution of the agreement.
6. All grant deliverables, including reports and supporting documentation, shall become subject to the Public Records Act.
7. The grantee shall submit in writing any requests to change or extend the grant, or to change the budget at least 90 days before the grant end date.
8. For Psychiatry Residency Expansion Programs, grantee shall submit post-graduation employment and related data for five years.

9. For New Psychiatry Residency Programs, grantee shall submit program updates annually for five years after accreditation.

L. Post Award and Payment Provisions

1. Payment Provisions for New Psychiatry Residency Programs Funding

- a. Grantees will enter into grant agreements expiring on June 30, 2023.
- b. New Psychiatry Residency Programs that have not received accreditation by the end of the grant term will not receive funds.
- c. New Psychiatry Residency Programs accredited at time of award must submit proof of expenditures to receive payment.

2. Payment Provisions for Psychiatry Residency Program Expansion Funding

- a. Grantees will enter into grant agreements expiring on June 30, 2025.
- b. OSHPD makes payments equaling 20 percent of the total grant on an annual basis upon receipt of the annual Program Report containing certification documenting the program has met the intent of the grant.
- c. OSHPD will release payment upon receipt of the ACGME letter approving permanent expansion of residency slots.

M. Webinar

OSHPD will conduct a webinar to assist applicants to complete and submit an application. For information about the webinar, see <https://oshpd.ca.gov/loans-scholarships-grants/grants/wet/>.

N. Key Dates

The key dates for the program year are:

Key Event	Dates and Times
Application opens	May 26, 2020 at 3:00 p.m.
Technical Assistance Webinar	June 8, 2020
Application closes	August 1, 2020 at 3:00 p.m.
Notice sent to awardees	September 1, 2020
Grant terms: New Psychiatry Residency Programs Psychiatry Residency Programs Expansion	Proposed term dates: October 1, 2020—June 30, 2023 October 1, 2020—June 30, 2025

O. Application Components

A submitted application must contain all information and conform to the format described in this Grant Guide.

The WET PECE Application gathers information that OSHPD will use to evaluate the merits of applying education and health institutions seeking funds to create or expand residencies. The application seeks information that includes, but not limited to, the number of current or proposed residents that the applicants plans to admit in the existing or proposed program, current and/or proposed rotations in the PMHS and in rural settings, and plans to sustain program after OSHPD grant expires.

PECE Psychiatry Residency Expansion Program applicants must include accreditation letter for current slots.

Applications must also include a letter from the organization or sponsoring organization committing to sustain the new slots. See Attachment D: Sample Sustainability Letter.

P. Department Contact

For questions related to WET and the WET PECE Psychiatry Residency Grant Program Application, please email WET staff at OSHPD.MHSAWET@oshpd.ca.gov.

Thank you!

We would like to thank you for your interest in applying for the WET Psychiatry Residency Program and for your continued efforts in supporting those who are educating psychiatry residents to serve in the PMHS.

Attachment A: Evaluation Criteria for Psychiatry Residency Program

#	ELEMENT	SCORING METHODOLOGY	MAX
1.	Is this a new Child and Adolescent Psychiatry Fellowship Program?	Yes=20 No=0	20
2.	Cost per resident/fellow per year of total budget	1. Determine cost per resident/fellow 2. Rank order all proposals based on tiers: the number of tiers is dependent upon the number of applications, but no more than 5 tiers; no information=0 points	30
3.	Percent of rotation months in the PMHS per resident	1. Calculate PMHS rotation months divided by total training months per resident per year 2. Rank order all proposals based on tiers: the number of tiers is dependent upon the number of applications, but no more than 5 tiers; no information=0 points	25
4.	Percent of rotation months in rural areas	1. Calculate rural rotation months divided by total training months per resident per year 2. Rank order all proposals based on tiers: the number of tiers is dependent upon the number of applications, but no more than 5 tiers; no information=0 points	10
5.	Does the applicant have historical PMHS involvement (in the last two years)?	Yes=10 No=0	10
6.	Expansion or New Program	0=addition of new psychiatry resident slots to existing psychiatry residency program 5=new program with non-psychiatry residency rotations or is a residency rotation site 10=Medicare GME naïve program: new program with no residency or residency rotations associated with other residency program(s)	10
Maximum points:			105

Attachment B: Required Attachment – Sample Psychiatry Residency Program Expansion Letter

Accreditation Council for
Graduate Medical
Education

515 North State Street
Suite 2000
Chicago, IL 60654

Phone 312.755.5000
Fax 312.755.7498
www.acgme.org

August 12, 2015

██████████
Program Director

Dear Dr. ██████████

The Residency Review Committee for ██████████, functioning in accordance with the policies and procedures of the Accreditation Council for Graduate Medical Education (ACGME), has reviewed the information submitted regarding the following program:

██████████
██████████
██████████

Program ██████████

Maximum Number of Residents: ██████████

OTHER COMMENTS

The Review Committee approved your request for a permanent increase from ██████████ to ██████████ positions, effective 7/1/2015.

This office must be notified of any major changes in the organization of the program. When corresponding with this office, please identify the program by name and number as indicated above. Changes in participating sites and changes in leadership must be reported to the Review Committee using the ACGME Accreditation Data System.



Attachment C: Required Attachment – Sample New Psychiatry Residency Program Letter

Accreditation Council for
Graduate Medical
Education

515 North State Street
Suite 2000
Chicago, IL 60654

Phone 312.755.5000
Fax 312.755.7498
www.acgme.org

11/18/2015



Residency Director

Residency Program

Dear Dr. [REDACTED]

The Residency Review Committee for [REDACTED] functioning in accordance with the policies and procedures of the Accreditation Council for Graduate Medical Education (ACGME), has reviewed the application for accreditation submitted by the following program:



Program [REDACTED]

Based on all of the information available at its recent meeting, the Review Committee conferred the following action:

Status: Initial Accreditation
Maximum Number of Residents: [REDACTED]
Effective Date: 07/01/2016
Approximate Next Site Visit: 07/01/2018

AREAS NOT IN COMPLIANCE (Citations)

The Review Committee cited the following areas as not in substantial compliance with the ACGME's Program Requirements and/or Institutional Requirements:

NEW CITATIONS

Institutional Support-Sponsoring Institution | Since: 10/19/2015 | Status: New

Sponsoring Institution - I.A.3.

There must be agreement with specialists in other areas/services regarding the requirement (II.D.2) that residents maintain concurrent commitment to their patients in the [REDACTED] site during these rotations. (Core)

The Committee was not able to determine substantial compliance with the requirement. Specifically, at the time of the site visit, there were no written agreements in place, and the program director reported having "verbal" discussions with and is working with specialists in other areas/services. (Site Visitor Report, pp. 7)

Responsibilities of Faculty | Since: 10/19/2015 | Status: New

Attachment D: Sample Psychiatry Residency Sustainability Letter

May 20, 2019

Office of Statewide Health Planning and Development
2020 West El Camino Avenue, Suite 800
Sacramento, CA 95833

Re: [REDACTED] Residency (Grant Application [REDACTED])

Dear Sir or Madam:

To achieve the best outcomes, [REDACTED] Residency trains the next generation of [REDACTED] professionals to meet the health care needs of patients and their families.

[REDACTED], accredited by ACGME as a Sponsoring Institution, seeks to create the most compassionate and comprehensive, integrated care model to provide a high quality [REDACTED] delivery system which provides equal access to available care and serves our mission and Core Values to reflect [REDACTED] love to our community by healing body, mind and spirit.

As a Sponsoring Institution, [REDACTED] pledges our ongoing financial commitment to the program, operational support of resident learning experiences, and commitment of physical space for resident learning and patient care activities in addition to necessary financial support for administrative, resources, including personnel, of the [REDACTED] Residency Program which:

- Demonstrate quality and excellence in:
 - clinical care (patient safety, quality improvement, transitions in case, supervision of care delivery);
 - resident performance (knowledge, skills, scholarly activities, communication, professionalism, fatigue/stress management);
 - faculty development; and
 - long-term academic leadership.
- Prepare practitioners, researchers and healthcare leaders to provide the highest quality, evidence-based, cost effective, medical services.
- Improve quality, compassionate access to quality [REDACTED] health care and enhance wellness of [REDACTED] adolescents, and adults throughout our medically underserved region and beyond.
- Prepare future medical educators and researchers to advance the state of knowledge in healthcare.

We remain deeply committed to [REDACTED] education and continuously assess the quality of the [REDACTED] Residency Program, track trainee performance, and measure the program's outcomes. [REDACTED] maintains and ethical, professional and educationally rich environment for all trainees. The results are shared bi-monthly with the Graduate Medical Education Committee and the [REDACTED] Executive Committee. Additionally, graduate medical education has the full support of the Board of Directors (GME is a standing agenda item for [REDACTED] Committee and Board meetings).

We are extremely proud of the residents, faculty and staff in our Graduate Medical Education programs and welcome your questions or comments. Thank you for considering the grant application for the [REDACTED] Residency.

Sincerely,

[REDACTED]
President and Chief Executive Officer
[REDACTED]

Attachment E: Sample PECE New Psychiatry Residency Program Grant Agreement

GRANT AGREEMENT BETWEEN THE OFFICE OF STATEWIDE HEALTH PLANNING & DEVELOPMENT AND [GRANTEE NAME], [PROGRAM NAME] WET PROGRAM GRANT AGREEMENT NUMBER [GRANT AGREEMENT NUMBER]

THIS GRANT AGREEMENT (“Agreement”) is entered into on [Agreement Start Date] (“Effective Date”) by and between the State of California, Office of Statewide Health Planning and Development (hereinafter “OSHPD”) and [Grantee Name], [Program Name] (collectively the “Grantee”).

WHEREAS, up to \$18,000,000 shall be provided to fund an increase in the educational capacity of psychiatry and psychiatric mental health nurse practitioners trained in the Public Mental Health System (PMHS) Workforce.

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

WHEREAS, the OSHPD 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, expanding the capacity of the Psychiatry Residency programs is included as a priority strategy under the 2020-2025 Workforce Education and Training (WET) Five-Year Plan approved by the California Mental Health Planning Council.

WHEREAS, the Psychiatry Residency programs will develop and implement development strategies to increase educational capacity that align with the 2020-2025 WET Five-Year Plan and address workforce needs by strengthening recruitment, training, education, and retention of the PMHS Workforce.

WHEREAS, workforce training and education programs will adhere to the relevant WET Plan values that ensure PMHS professionals:

- Provide treatment 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 engage with unserved, underserved, and inappropriately served populations.
- Promote inter-professional care by working across disciplines.
- Include the viewpoints and expertise of persons with lived experience, including consumers and their families and caregivers, in multiple healthcare settings.

WHEREAS, the Grantee applied to participate in the Psychiatric Education Capacity Expansion (PECE) Program, by submitting an application in accordance with the PECE Psychiatry Residency Grant Guide for Fiscal Year (FY) 2020-25.

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

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

A. Definitions:

1. "Application" means the grant application/proposal submitted by Grantee.
2. "Deputy Director" means the Deputy Director of the Healthcare Workforce Development Division in the Office of Statewide Health Planning and Development
3. "Director" means the Director of the Office of Statewide Health Planning and Development or his designee.
4. "Grant Agreement/Grant Number" means Grant Number [REDACTED] awarded to Grantee.
5. "Grantee" means the fiscally responsible entity in charge of administering the Grant Funds and includes the Program identified on the Grant Application.
6. "Grant Funds" means the money provided by OSHPD for the Project described by Grantee in its Application and Scope of Work.
7. "Program" means the Grantee's Psychiatry Residency and/or Child and Adolescent Fellowship training program(s) listed on the Grant Application.
8. "Program Director" means the Director of Grantee's training program(s) for which grant funds are being awarded.
9. "Project" means the activity described in the Grantee's Application and Scope of Work to be accomplished with the Grant Funds.

10. "State" means the State of California and includes all its Departments, Agencies, Committees and Commissions.

11. "Training Institution" means the Grantee.

B. Term of the Agreement: This Agreement shall take effect on [REDACTED] and shall terminate on June 30, 2023.

All requests for amending the term of this agreement shall comply with the amendment requirements stated in Section J of this Agreement. Requests for an extension must be made no later than ninety calendar days prior to the termination of the Agreement. This Agreement cannot be amended after its termination..

C. Scope of Work: Grantee agrees to the following Scope of Work as set forth herein.

1. Under the direction of the Program Director, use Grant Funds to develop a Psychiatry Residency for [REDACTED] resident(s) and/or fellow(s) for up to four years.
2. The Grantee agrees to provide to OSHPD expanded capacity by developing a new Psychiatry Residency training program to address workforce shortages in the PMHS. The Grantee will use the funds provided under this Agreement to:
 - a. Develop or revise a curriculum and method of teaching that is consistent with the Mental Health Services Act (MHSA) values and which ensures that PMHNPs:
3. The Grantee will use the funds provided under this Agreement to develop a curriculum and method of teaching that is consistent with the MHSA values and which ensures that residents:
 - i. Work with unserved and/or underserved populations in PMHS settings;
 - ii. Are trained to provide services in a culturally competent and sensitive manner.
 - iii. Are trained in the values of wellness, recovery, and resilience as expressed in the MHSA, to include the role of self-help, recovery, and empowerment support.
 - iv. Are trained in assisting consumers and family members to access public benefits, work incentive provisions, and transition from a public to a private benefit system.
 - v. Are trained to work in and foster a consumer and family member driven system of care.

- vi. Are trained to provide integrated primary and behavioral health services, including:
 - 1. Assessment
 - 2. Diagnosis
 - 3. Outcome identification
 - 4. Individualized planning
 - 5. Coordination of care
- 4. While performing the activities defined in Section C. Scope of Work, Item 1, the Grantee shall develop a program that meets the following conditions:
 - a. Establishes a Psychiatry Residency program focused on the workforce needs in the PMHS.
 - b. Encourage members from unserved and/or underserved and culturally diverse populations, such as individuals who have had experience with the mental health system as consumers and/or family members of consumers, to participate in the Psychiatry Residency training program.
 - c. Develops outreach and recruitment activities to individuals who are from unserved and/or underserved areas, and culturally diverse, and to individuals with consumer and/or family member experience to encourage them to participate in the PECE-Psychiatry Residency program.
 - d. Target residents who can meet diversity needs consistent with the vision and values of the MHSA.
 - e. Ensures that the psychiatry residents and/or child and adolescent fellows perform at least part of their residency or fellowship in the PMHS. The Grantee shall encourage individuals who successfully complete the requirements of the PECE Psychiatry Residency program funded through this Agreement to continue working in California.
 - f. Submits annual PECE program reports to OSHPD on activities to secure accreditation of new Psychiatry Residency positions.
 - g. Funding shall not be used to conduct lobbying activities as part of this Agreement or use Grant Funds for lobbying activities.
 - h. Be held fully accountable for proper use of all funds under this Agreement.
 - i. Credit OSHPD and the MHSA in all publications resulting from this Agreement.
 - j. Report on program outcomes and complete the Deliverables as provided below:

Report	Reporting Period	Report Due Date
Program Report 1	October 1, 2020 - June 30, 2021	July 31, 2021
Program Report 2	July 1, 2021 - June 30, 2022	July 31, 2022
Program Report 3	July 1, 2022 - June 30, 2023	July 31, 2023

D. Reports and Deliverables:

Grantee shall submit all the Deliverables for grant #XX-XXXXX, no later than the deliverable dates outlined in Agreement Section C. 3. Grantee will submit Deliverables, including annual WET PECE Psychiatry Residency program reports, using the online forms that OSHPD provides.

E. Invoicing:

1. Funds will be disbursed upon the satisfactory completion of all terms and conditions and proof of program accreditation and allowable expenses.
2. The total amount payable to the Grantee under this Agreement shall not exceed [REDACTED]
3. Program reports shall include the names of the resident(s) and/or fellow(s) trained under this Agreement, certifying that each resident(s) and/or fellow(s) was engaged in activities authorized by this Agreement, and submitted electronically.
4. Additional information may be requested by OSHPD during the term of the Grant Agreement.

F. Budget Detail and Payment Provisions:

1. Budget Detail:

	20-21	21-22	22-23	TOTAL
Program Personnel				
Faculty				
Consultants				
Other Costs [REDACTED]				
TOTAL				

2. OSHPD shall reimburse Grantee for the expenses incurred in performing the Scope of Work through a one-time payment that shall not exceed [REDACTED].

G. Accounting Records and Audits: Grantee shall comply with the following reporting requirements:

1. Accounting: Accounting for grant funds will be in accordance with the training institution's accounting practices based on generally accepted accounting principles consistently applied regardless of the source of funds. Supporting records must be in sufficient detail to show the exact amount and nature of expenditures.

Training institutions may elect to commingle grant funds received pursuant to the Agreement with any other income available for operation of the PECE program provided that the institution maintains such written fiscal control and accounting procedures as are necessary to assure proper disbursement of, and accounting for, such commingled funds, including provisions for:

- a. The accurate and timely separate identification of funds received.
 - b. The separate identification of expenditures prohibited by the grant criteria.
 - c. An adequate record of proceeds from the sale of any equipment purchased by funds.
2. Expenditure Reporting: Reports of the training program development expenditures under the Agreement must be submitted as requested by the OSHPD Director for purposes of program administration, evaluation, or review.
 3. Records Retention and Audit:
 - a. The training institution shall permit OSHPD, the California State Auditor, the Department of General Services, the State Controller, or their designated representatives, access to records maintained on source of income and expenditures of the Program and any other records pertaining to the performance of this Agreement, for the purpose of audit and examination. These state entities shall have the right to review and to copy any of these records and supporting documentation.
 - b. The training institution agrees to allow auditor(s) access to records (as described above) during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the training institution agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.
 - c. The training institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this grant (hereinafter collectively called the "records") to the extent and in such detail as will

properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.

- d. The training institution shall preserve and make available its records (a) for a period of three years from the date of final payment under this Agreement, and (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, by stipulation of the Grantee and OSHPD, or by subparagraph (i) or (ii) below:
 - i. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - ii. Records which relate to (1) litigation of the settlement of claims arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the training institution until disposition of such appeals, litigation, claims, or exceptions.

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

I. Budget Adjustments:

1. Budget adjustments consist of a change within the approved budget that does not amend the total amount of this Agreement or any other terms of the Agreement.
2. All requests for budget adjustments shall be submitted in writing for OSHPD approval and shall include an explanation for the reallocation of funds by the

Grantee. An accounting of how the funds were expended will also be submitted with the Final Report.

J. General Terms and Conditions:

1. **Timeliness:** Time is of the essence in this Agreement. Grantee will submit the required deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and scheduling issues, to adhere to the terms of the Agreement, is the sole responsibility of the Grantee.
2. **Final Agreement:** This Agreement, along with the Grantee's Application, exhibits, and forms constitutes the entire and final agreement between the parties and supersedes any and all prior oral or written agreements or discussions.

In the event of a conflict between the provisions of this Agreement and the Grantee's Application, exhibits and forms, the provisions of this Agreement shall prevail.

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 (Gov. Code § 6250, et seq.).
4. **Independence from the State:** Grantee and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
5. **Non-Discrimination Clause (See Cal. Code Regs., tit. 2, §11105):**
 - a. During the performance of this Agreement, Grantee and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - b. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the

Government Code (Gov. Code §§11135-11139.5), and any regulations or standards adopted by OSHPD to implement such article.

- c. Grantee shall permit access by representatives of the Department of Fair Employment and Housing and OSHPD upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or OSHPD shall require to ascertain compliance with this clause.
 - d. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
 - e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
6. Waiver: The waiver by OSHPD of a breach of any provision of this Agreement by the Grantee will not operate or be construed as a waiver of any other breach by the Grantee. OSHPD expressly reserves the right to disqualify Grantee from any future grant 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. Grantee may not commence performance until such approval has been obtained.
8. Amendment: Except for budget adjustments as discussed above, 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. No amendments can occur after the end of the term of this Agreement.
9. Assignment: This Agreement is not assignable by the Grantee, either in whole or in part.
10. Indemnification: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees (i) from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and (ii) from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

11. Disputes: Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement shall be resolved as follows:
- a. The Grantee will discuss the problem informally with the OSHPD Grants Administrator. If unresolved, the problem shall be presented, in writing, as a grievance to the OSHPD HWDD Deputy Director stating the issues in dispute, the basis for the Grantee's position, and the remedy sought.
 - b. Within ten working days after receipt of the written grievance from the Grantee, the Deputy Director or their designee shall make a determination and respond in writing to the Grantee indicating the decision and reasons for it.
 - c. Within ten working days of receipt of the Deputy Director's decision, Grantee may appeal the decision of the Deputy Director by submitting a written appeal to the OSHPD Chief Deputy Director stating why Grantee does not agree with the prior written decision.,. The Chief Deputy Director or their designee (who shall not be the HWDD Deputy Director) shall meet with the Grantee within twenty working days of receipt of the appeal to discuss the dispute.
 - d. Within ten working days after meeting with Grantee, the Chief Deputy Director or their designee shall respond in writing to Grantee with their decision. The Chief Deputy Director's decision will be final.
12. Termination for Cause: OSHPD may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided.
13. Grantee's Subcontractors: Nothing contained in this Agreement shall create any contractual relationship between the State and any of Grantee's subcontractors, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for any and all acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the State's obligation to disburse funds to the Grantee. As a result, because of this Agreement, the State shall have no obligation to pay or to enforce the payment of any money to any subcontractor.
14. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
15. 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.

16. Use of Grant Funds: Grant Funds shall not be used to supplant existing funds.

K. Project Representatives: The project representatives during the term of this agreement will be.

State Agency: Office of Statewide Health Planning and Development	Grantee Name: [Contractor Name]
Section/Unit: Healthcare Workforce Development Division	
Name: [OSHDP Assigned Analyst] Grants Administrator	Name (Main Contact): [Contract Representative] [Contract Title]
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Address: [Contractor Address]
Phone: [Analyst Phone Number]	Phone: [Contractor Phone Number]
Email: MHSWET@oshpd.ca.gov	Email: [Contractor Email]

Direct all contract inquiries to:

State Agency: Office of Statewide Health Planning and Development	Training Program Name: [Program Name]
Section/Unit: Healthcare Workforce Development Division	
Name: [OSHDP Assigned Analyst] Grants Administrator	Program Director Name: [Program Representative] [Program Title]
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Address: [Program Address]
Phone: [Analyst Phone Number]	Phone: [Program Phone Number]
Email: MHSWET@oshpd.ca.gov	Email: [Program Email]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OFFICE OF STATEWIDE HEALTH
PLANNING AND DEVELOPMENT

GRANTEE:

Signature:

Name:

Title:

Date:

Signature:

Name:

Title:

Date:

Attachment F: Sample PECE Psychiatry Residency Program Expansion Grant Agreement

GRANT AGREEMENT BETWEEN THE OFFICE OF STATEWIDE HEALTH PLANNING & DEVELOPMENT AND [GRANTEE NAME], [PROGRAM NAME] WET PROGRAM GRANT AGREEMENT NUMBER [GRANT AGREEMENT NUMBER]

THIS GRANT AGREEMENT (“Agreement”) is entered into on [Agreement Start Date] (“Effective Date”) by and between the State of California, Office of Statewide Health Planning and Development (hereinafter “OSHPD”) and [Grantee Name], [Program Name] (collectively the “Grantee”).

WHEREAS, up to \$18,000,000 shall be provided to fund an increase in the educational capacity of psychiatry and psychiatric mental health nurse practitioners trained in the Public Mental Health System (PMHS) Workforce.

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

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

WHEREAS, counties have identified an occupation shortage of psychiatrists.

WHEREAS, expanding the capacity of the Psychiatry Residency programs is included as a priority strategy under the 2020-2025 Workforce Education and Training (WET) Five-Year Plan approved by the California Behavioral Health Planning Council.

WHEREAS, the Psychiatry Residency programs will develop and implement development strategies to increase educational capacity that align with the 2020-2025 WET Five-Year Plan and address workforce needs by strengthening recruitment, training, education, and retention of the PMHS Workforce.

WHEREAS, workforce training and education programs will adhere to the relevant WET Plan values that ensure PMHS professionals:

- Provide treatment 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 engage with unserved, underserved, and inappropriately served populations.
- Promote inter-professional care by working across disciplines.
- Include the viewpoints and expertise of persons with lived experience, including consumers and their families and caregivers, in multiple healthcare settings.

WHEREAS, the Grantee applied to participate in the Psychiatric Education Capacity Expansion (PECE) Program, by submitting an application in accordance with the PECE Psychiatry Residency Grant Guide for Fiscal Year (FY) 2020-21.

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

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

L. Definitions:

1. "Application" means the grant application/proposal submitted by Grantee.
2. "Deputy Director" means the Deputy Director of the Healthcare Workforce Division in the Office of Statewide Health Planning and Development.
3. "Director" means the Director of the Office of Statewide Health Planning and Development or his designee.
4. "Grant Agreement/Grant Number" means Grant Number [REDACTED] awarded to Grantee.
5. "Grantee" means the fiscally responsible entity in charge of administering the Grant Funds and includes the Program identified on the Grant Application
6. "Grant Funds" means the money provided by OSHPD for the Project described by Grantee in its Application and Scope of Work.
7. "Program" means the Grantee's Psychiatry Residency and/or Child and Adolescent Fellowship training program(s) listed on the Grant Application.
8. "Program Director" means the Director of Grantee's training program(s) for which grant funds are being awarded.
9. "Project" means the activity described in the Grantee's Application and Scope of Work to be accomplished with the Grant Funds.

10. "State" means the State of California and includes all its Departments, Agencies, Committees, and Commissions.

11. "Training Institution" means the Grantee.

M. Term of the Agreement: This Agreement shall take effect on [REDACTED] and shall terminate on June 30, 2025.

All requests for amending the term of this agreement shall Comply with the amendment requirements stated in Section J of this Agreement. Requests for an extension must be made no later than ninety calendar days prior to the termination of the Agreement. This Agreement cannot be amended after its termination.

N. Scope of Work: Grantee agrees to the Scope of Work as set forth herein:

1. While performing the activities, the Grantee shall:

- e. Expand the capacity of an existing Psychiatry Residency program by adding Psychiatry Residents and/or Child and Adolescent Fellows to the PMHS.
- f. Encourage members from unserved and/or underserved and culturally diverse populations, such as individuals who have had experience with the mental health system as consumers and/or family members of consumers to become Psychiatrists.
- b. Implement outreach and recruitment activities to Psychiatry Residents and/or Child and Adolescent Fellows, who are from unserved and/or underserved areas, and culturally diverse; and to individuals with consumer and/or family member experience.
- c. Recruit residents who can meet diversity needs consistent with the vision and values of the Mental Health Services Act (MHSA).
- f. Ensure that the Psychiatry Residents and/or Child and Adolescent Fellows perform at least part of their residency/fellowship in the PMHS. The Grantee shall encourage individuals who successfully complete training to work in the PMHS.
- k. Ensure that Psychiatry Residents and/or Child and Adolescent Fellows are trained using the curriculum that was developed in accordance with Section C, Scope of Work, subsection 3b.
- l. Submit annual Program Reports to OSHPD on Psychiatry Residents and/or Child and Adolescent Fellows describing efforts to secure employment in the PMHS working with unserved and/or underserved populations.

- m. Annual Program Reports to OSHPD shall include the number of years Psychiatry Residents/Fellows who have successfully finished the Program spend in the PMHS providing direct services through five years post-graduation.
- n. Not conduct lobbying activities as part of this Agreement or use Grant Funds for lobbying activities.
- o. Be held fully accountable for proper use of Grant Funds under this Agreement.
- p. Credit OSHPD and the MHSA in all publications resulting from this Agreement.
- q. Provide OSHPD with outcomes on an annual basis, as specified in the PECE Expansion Program Report instructions.

Report	Reporting Period	Report Due Date
Program Report 1	October 1, 2020 - June 30, 2021	July 31, 2021
Program Report 2	July 1, 2021 - June 30, 2022	July 31, 2022
Program Report 3	July 1, 2022 - June 30, 2023	July 31, 2023
Program Report 4	July 1, 2023 - June 30, 2024	July 31, 2024
Program Report 5	July 1, 2024 - June 30, 2025	July 31, 2025

- 2. Under the direction of the Program Director, use Grant Funds to provide Psychiatry Residency and/or Child and Adolescent Fellowship training for [Number of Participants] resident(s) and/or fellow(s) for up to a four-year cycle beginning July 1, 2021 and ending June 30, 2025. Each resident and/or fellow supported represents a permanent expansion of the program.
- 3. The Grantee agrees to use the funds provided under this Grant Agreement to OSHPD expanded capacity in the Program to address workforce shortages in the PMHS. The Grantee shall:
 - a. Provide the name(s), contact information, and number of hours served in the PMHS for the Psychiatry Residents and/or Child and Adolescent Fellows.
 - b. Develop or revise a curriculum and method of teaching that is consistent with the MHSA values and which ensures that the Psychiatry Residents and/or Fellows:
 - i. Work with unserved and/or underserved populations in PMHS settings.
 - ii. Work in multidisciplinary teams that include primary care physicians and health care workers with unserved and/or underserved populations in the PMHS.

- iii. Are trained to provide services in a culturally competent and sensitive manner.
- iv. Are trained in the values of wellness, recovery, and resilience as expressed in the MHSA, to include the role of self-help, recovery, and empowerment support.
- v. Are trained in assisting consumers and family members to access public benefits, work incentive provisions, and transition from a public to a private benefit system.
- vi. Are trained to work in and foster a consumer and family member driven system of care.
- vii. Are trained to provide integrated primary and behavioral health services, including:
 - 1. Assessment.
 - 2. Diagnosis.
 - 3. Outcome identification.
 - 4. Individualized planning.
 - 5. Coordination of care.

O. Reports and Deliverables:

Grantee shall submit all the deliverables for Grant Number [REDACTED], no later than the due dates stated above in Section C. Grantee will submit deliverables, including annual PECE Program Reports, using the online forms that OSHPD provides.

P. Invoicing:

- 5. For services satisfactorily rendered in accordance with the Scope of Work, and upon receipt and approval of the certifications as specified in subsection (3) hereunder, OSHPD agrees to compensate Grantee in accordance with the rates specified herein.
- 6. The total amount payable to the Grantee under this Agreement shall not exceed [REDACTED]
- 7. Program reports shall include the names of the resident(s) and/or fellow(s) trained under this Agreement, certifying that each resident(s) and/or fellow(s) was engaged in activities authorized by this Agreement, and submitted electronically.
- 4. Additional information may be requested by OSHPD during the term of the Agreement.

Q. Budget Detail and Payment Provisions:

1. Budget Detail:

	20-21	21-22	22-23	23-24	24-25	TOTAL
Program Personnel						
Faculty						
Program Incentives: subsidized housing						
Program Incentives: faculty loan repayment						
Program Incentives: faculty bonus						
Program Incentives: other [specify in application budget]						
Resident Salaries						
Other Costs [specify in application budget]						
TOTAL						

R. Accounting Records and Audits: Grantee shall comply with the following reporting requirements:

1. Accounting: Accounting for grant funds will be in accordance with the training institution's accounting practices based on generally accepted accounting principles consistently applied regardless of the source of funds. Supporting records must be in sufficient detail to show the exact amount and nature of expenditures.

Training institutions may elect to commingle grant funds received pursuant to the Agreement with any other income available for operation of the Program provided that the institution maintains such written fiscal control and accounting procedures as are necessary to assure proper disbursement of, and accounting for, such commingled funds, including provisions for:

- a. The accurate and timely separate identification of funds received.
- b. The separate identification of expenditures that cannot be paid with Grant Funds.
- c. An adequate record of proceeds from the sale of any equipment purchased by funds.

2. Expenditure Reporting: Reports of Program expenditures and enrollment of residents and/or fellows under the Agreement must be submitted as requested by the OSHPD for purposes of program administration, evaluation, or review.
3. Records Retention and Audit:
 - a. The training institution shall permit OSHPD, the California State Auditor, the Department of General Services, the State Controller, or their designated representatives, access to records maintained on source of income and expenditures of the Program and any other records pertaining to the performance of this Agreement for the purpose of audit and examination. These state entities shall have the right to review and to copy any of these records and supporting documentation.
 - b. The training institution agrees to allow auditor(s) access to records (as described above) during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the training institution agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.
 - c. The training institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this grant (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.
 - d. The training institution shall preserve and make available its records (a) for a period of three years from the date of final payment under this Agreement, and (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, by stipulation of the Grantee and OSHPD, or by subparagraph (i) or (ii) below:
 - i. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - ii. Records which relate to (1) litigation of the settlement of claims arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the training institution until disposition of such appeals, litigation, claims, or exceptions.

S. Budget Contingency Clause:

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the OSHPD shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this grant program, the OSHPD shall have the option to either cancel this Agreement with no liability occurring to the OSHPD or offer an agreement amendment to Grantee to reflect the reduced amount.

T. Budget Adjustments:

1. Budget adjustments consist of a change within the approved budget that does not amend the total amount of this Agreement or any other terms of the Agreement.
2. All requests for budget adjustments shall be submitted in writing for OSHPD approval and shall include an explanation for the reallocation of funds by the Grantee. An accounting of how the funds were expended will also be submitted with the last annual Program Report.

U. General Terms and Conditions:

1. Timeliness: Time is of the essence in this Agreement. Grantee will submit the required deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and scheduling issues, to adhere to the terms of the Agreement, is the sole responsibility of the Grantee.
2. Final Agreement: This Agreement, along with the Grantee's Application, exhibits, and forms constitutes the entire and final agreement between the parties and supersedes any and all prior oral or written agreements or discussions.

In the event of a conflict between the provisions of this Agreement and the Grantee's Application, exhibits and forms, the provisions of this Agreement shall prevail.

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 OSHPD and subject to the Public Records Act (Gov. Code sections § 6250, et seq.)

4. Independence from the State: Grantee and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
5. Non-Discrimination Clause (See Cal. Code Regs., tit. 2, §11105):
 - a. During the performance of this Agreement, Grantee and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - b. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and any regulations or standards adopted by OSHPD to implement such article.
 - c. Grantee shall permit access by representatives of the Department of Fair Employment and Housing and OSHPD upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or OSHPD shall require to ascertain compliance with this clause.
 - d. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
 - e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
6. Waiver: The waiver by OSHPD of a breach of any provision of this Agreement by the Grantee will not operate or be construed as a waiver of any other breach by the Grantee. OSHPD expressly reserves the right to disqualify

Grantee from any future grant 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. Grantee may not commence performance until such approval has been obtained.
8. Amendment: Except for budget adjustments as discussed above, 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. No amendments can occur after the end of the term of this Agreement.
9. Assignment: This Agreement is not assignable by the Grantee, either in whole or in part.
10. Indemnification: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees (i) from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and (ii) from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
11. Disputes: Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement, shall be resolved as follows:
 - a. Grantee will discuss the problem informally with the OSHPD Grant Administrator. If unresolved, the problem shall be presented, in writing, to the Deputy Director of OSHPD's, Healthcare Workforce Development Division stating the issues in dispute, the basis for the Grantee's position, and the remedy sought.
 - b. Within ten working days after receipt of the written grievance from the Grantee, the Deputy Director or their designee shall make a determination and respond in writing to the Grantee indicating the decision and reasons for it.
 - c. Within ten working days of receipt of the Deputy Director's decision, Grantee may appeal the decision of the Deputy Director by submitting a written appeal to the OSHPD Chief Deputy Director stating why Grantee does not agree with the prior written decision. The Chief Deputy Director or

- their designee (who shall not be the HWDD Deputy Director) shall meet with the Grantee within twenty working days of receipt of the appeal.
- d. Within ten working days after meeting with Grantee, the Chief Deputy Director or their designee shall respond in writing to grantee with their decision. The Chief Deputy Director's decision will be final.
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13. Grantee's Subcontractors: Nothing contained in this Agreement shall create any contractual relationship between the State and any of Grantee's subcontractors, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for any and all acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the State's obligation to disburse funds to the Grantee. As a result, because of this Agreement, the State shall have no obligation to pay or to enforce the payment of any money to any subcontractor.
14. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
15. 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.
16. Use of Grant Funds: Grant funds shall not be used to supplant existing funds.

V. Project Representatives: The project representatives during the term of this agreement will be:

State Agency: Office of Statewide Health Planning and Development	Grantee: [Grantee Name]
Section/Unit: Healthcare Workforce Development Division/ Workforce Education and Training Program	
Name: [OSHDP Assigned Analyst] Grants Administrator	Name (Main Contact): [Project Representative] [Title]
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Address: [Grantee Address]
Phone: [Analyst Phone Number]	Phone: [Grantee Phone Number]
Email: MHSAWET@oshpd.ca.gov	Email: [Grantee Email]

Direct all grant inquiries to:

State Agency: Office of Statewide Health Planning and Development	Program Representative: [Program Name]
Section/Unit: Healthcare Workforce Development Division/ Workforce Education and Training Program	
Name: [OSHDP Assigned Analyst] Grants Administrator	Name of Representative: [Program Representative] [Program Title]
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Address: [Program Address]
Phone: [Analyst Phone Number]	Phone: [Program Phone Number]
Email: MHSAWET@oshpd.ca.gov	Email: [Program Email]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OFFICE OF STATEWIDE HEALTH
PLANNING AND DEVELOPMENT

GRANTEE:

Signature:

Name:

Title:

Date:

Signature:

Name:

Title:

Date:
