

# Community-Based Organization Behavioral Health Workforce Grant Program

Grant Guide For Fiscal Year 2022-23

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 Department of Healthcare Access and Information will not make changes to the terms and conditions specified in this sample grant agreement.

# **Table of Contents**

A.	Background and Mission	.3		
B.	Purpose and Description of Services	.3		
C.	Central Program Application	.4		
D.	Initiating an Application	.5		
E.	Application Components	.7		
F.	Budget Conditions	.7		
G.	Award procedures	.8		
H.	Grant Agreement Deliverables	.8		
Ι.	Post Award and Payment Provisions	.8		
J.	CBO Resource Guide	.9		
K.	Grant Guide Questions and Answers	.9		
L.	Key Dates1	0		
Attach	Attachment 1: Sample Grant Agreement14			

### A. Background and Mission

The Department of Health Care Access and Information (HCAI) administers health workforce programs. These workforce programs promote recruitment, expansion, training, and retention of the behavioral health workforce.

This grant opportunity will result in four-year grant agreement(s) with communitybased organizations (CBOs) to recruit, retain, and train and educate the behavioral health workforce employed in CBOs throughout California.

## B. Purpose and Description of Services

The grantee's application must include two or more of the following components:

- 1. **Undergraduate Educational Scholarships**: Provide scholarships of up to \$25,000 per individual to undergraduate students in exchange for 12-months paid or volunteer of work in a local behavioral health setting. Scholarships can be used for educational and related expenses (for example, housing, transportation, childcare, and books and supplies). The Grantee may consider the following factors in determining the scholarship level: student's academic aspirations (including certificate, associate degree, bachelor's degree, and career development), pre-placement training and education received, lived experience, and/or other possible factors. The Grantee shall determine the specific amount to award to individuals.
- 2. **Clinical Master and Doctoral Graduate Education Stipends**: Provide funding for post-graduate clinical master and doctoral education, in exchange for 12-months of paid or volunteer work in a local behavioral health setting. The Grantee would select students in advance of their final year of education. The Grantee shall determine the amount they award up to \$25,000.
- 3. Loan Repayment Program: Provide educational loan repayment assistance to behavioral health professionals that the grantee identifies as high priority. The Grantee may consider educational attainment, the level of unmet need in the community served, and years of providing behavioral health services. The Grantee also determines the amount they award up to \$25,000, in exchange for 12 months of paid or volunteer work in a local behavioral health setting.
- 4. **Recruitment and Retention Activities**: Increase and sustain employment of behavioral health personnel through recruitment and retention bonuses or retention other activities for disciplines the agency identifies as high priority
- 5. This grant opportunity will result in agreement(s) with CBOs to recruit, retain, and train or educate behavioral health workforce that include, but is not limited to, the following professions and student majors:

- Associate or licensed clinical or health service psychologist
- Associate or licensed clinical social worker
- Associate or licensed marriage and family therapist
- Associate or licensed professional clinical counselor
- Bachelor or master level social work student
- Associate, bachelor or master level student in human services or a related major preparing the individual to be a behavioral health profession
- Peer personnel certification programs
- Case worker seeking training or education for a promotional opportunity
- Occupational therapist
- Peer personnel seeking training or education for a promotional opportunity
- Psychiatric mental health nurse practitioner
- Psychiatric nurse specialist
- Psychiatric registered nurse
- Psychiatrist (general, child and adolescent, and addiction)
- Substance use disorder counselor (aka addiction, alcohol and other drug (AOD) counselors)
- Other agency-determined behavioral health professionals

Applicants must administer, either directly or indirectly, all components of their contract, including:

- Entering into written agreements with individual awardees
- Placing of individual awardees at an eligible CBO site or facility to complete a service obligation
- Monitoring paid or volunteer work obligations
- Monitoring training activities

## C. Central Program Application

Grantees must use the Central Program Application for recruiting and selecting individual participants for the following programs:

- 1. Graduate and undergraduate college and university scholarships
- 2. Clinical Master and Doctoral graduate education stipends
- 3. Loan repayment

HCAI will provide the application data to each grantee to evaluate and select awardees.

### **Eligible Applicants and Available Funding**

## 1. Eligible Applicants

Only CBOs as defined as a 501(c)3 non-profit organizations based in the community that currently provide behavioral health services (mental health and/or substance use disorder services) exclusively or in combination with health and/or other services.

Applicants must be able to:

- a. Report the quantitative measures of behavioral health needs in their region.
- b. Report partner educational institution(s) and/or training organization(s).
- c. Provide oversight of workforce training that prepares behavioral health professionals to qualify for and obtain placement in local agencies and organizations.
- d. Provide support that will ensure program participants retain placement and/or retention in behavioral health.
- e. Demonstrate experience in training and supporting individuals working in behavioral health.

## 2. Eligible participants

a. Awards can only be granted to individuals currently employed by the grantee. This applies to recruitment bonuses, scholarships, stipends, loan repayments, and retention bonuses.

## 3. Available Funding

- a. Grant awards are limited to the funds specified in the State Budget Act of 2021. 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.
- b. Approximately \$100 million in funding is available to support CBO behavioral health workforce program activities.

## D. 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. HCAI may reject an application that contains omissions, inaccuracies, or misstatements.

- Applicants must submit their applications through the web-based CBO Behavioral Health Workforce Grant Application by November 30, 2022. HCAI will not consider hard copy applications or applications received after this date.
- 3. HCAI may reject an application if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. HCAI may reject any or all applications and may waive an immaterial deviation in an application. HCAI'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.

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.

- 4. An individual authorized to represent the CBO shall complete the CBO Behavioral Health Workforce Application.
- 5. HCAI may modify this Grant Guide prior to the final application submission deadline by issuing an addendum at <a href="https://hcai.ca.gov/loans-scholarships-grants/grants/bhp/#community-based-organization-behavioral-health-workforce-grant-program">https://hcai.ca.gov/loans-scholarships-grants/grants/bhp/#community-based-organization-behavioral-health-workforce-grant-program</a>.
- 6. HCAI reserves the right to reject all applications.
- 8. HCAI 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 1: Sample Grant Agreement before receiving funds.
- 9. HCAI does not accept alternate grant agreement language from a prospective Grantee. HCAI will consider an application with such language to be a counteroffer and will reject it.
- 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 HCAI 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. If, upon reviewing all deliverables, HCAI finds that the Grantee has not met all requirements and/or expended all funds, HCAI will request the remittance of funds from the Grantee.

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

## E. Application Components

When completing HCAI's CBO Behavioral Health Workforce Application, applicants must identify their CBO, provide information for programs to implement, complete a proposed budget, and project the number of program participants for each program.

### F. Budget Conditions

An applicant may request the distribution of grant funding for each fiscal year (FY) of the grant agreement. Please review the budget category limitations in Attachment 1: Sample Grant Agreement, Section D. Budget Detail.

- 1. The number of employees who would benefit from this funding cannot exceed 25 or twenty-five percent of total employees, whichever is greater.
- 2. Scholarships, stipends, and loan repayments may be awarded for up to \$25,000 per individual.
- 3. The Grantee may only offer stipends when there is a formal relationship between the grantee and the academic program in which the employee awardee is actively enrolled.
- Individual awardees must agree to fulfill a one-year service obligation in exchange for the receipt of a loan repayment, scholarship, or stipend award. Individual awardees may not have any existing service obligations with HCAI or other entities.
- 5. Behavioral health employees with five or more years of service may receive retention bonuses for up to fifteen percent of their annual salary in a maximum amount of \$10,000 per employee.
- 6. Recruitment bonuses may be awarded of up to \$2,000 per new employee.
- 7. Annual recruitment activity costs may not exceed \$1,250.
- 8. HCAI will allow up to twenty-five percent of the total budget for administrative costs to use for costs indirectly attributed to the completion of the program services which can include, but not limited to utilities, rent, equipment, mentoring,

worksite placement, monitoring paid or volunteer work requirements and training activities and administrative service/payroll staff.

Program Category	Funding Amount
Scholarships	Up to \$25,000 per employee
Stipends	Up to \$25,000 per employee
Loan Repayments	Up to \$25,000 per employee
Recruitment Activities	\$1,250 annually
Recruitment Bonuses	\$2,000 per employee
Retention Bonuses	Up to \$10,000 per employee

### G. Award procedures

At the time of application closing, HCAI will review each application for the required information.

#### H. Grant Agreement Deliverables

The Grantee shall submit reports and complete the annual web-based CBO Behavioral Health Workforce Activities Reports in accordance with the following schedule:

Completed Deliverable	Due Date
Initial Data Survey	March 30, 2023
FY 2022-23 CBO BH Workforce Activities Report	July 31, 2023
FY 2023-24 CBO BH Workforce Activities Report	July 31, 2024
FY 2024-25 CBO BH Workforce Activities Report	July 31, 2025
FY 2025-26 CBO BH Workforce Activities Report	June 30, 2026

### I. Post Award and Payment Provisions

- 1. HCAI expects the Grantee will begin performance of grant agreement activities on or about **February 28, 2023**. Grantee shall not begin any work until the grant agreement has been signed and executed.
- 2. Grantees will enter into agreements expiring on June 30, 2027<u>6</u>, or earlier.

- 3. A single payment equaling twenty percent of the grant award will be made upon execution of the grant agreement.
- 4. HCAI makes payments annually in arrears upon receipt of annual program report and expenditure documentation.
- 5. Grantee shall complete all activities under the grant agreement on or before the termination date of the grant agreement.
- 6. HCAI will evaluate if the Grantee meets its deliverables.
- 7. HCAI reserves the right to cancel the grant agreement should the deliverables not meet HCAI's expectations.

### J. CBO Resource Guide

The Community Based Organization (CBO) Behavioral Health Workforce Resource Guide provides an overview of the behavioral health workforce programs that fall under the rubric of "Serving Individuals" for delivery at the local level. The purpose of the CBO Resource Guide is to assist the CBO applicants to understand the potential scope of each of program, as well as design and implementation factors to consider.

### K. Grant Guide Questions and Answers

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

Prospective applicants may submit questions to <u>BHPrograms@HCAI.ca.gov</u> at any time during the application cycle.

HCAI will post notice of awards at <u>https://hcai.ca.gov/loans-scholarships-grants/grants/bhp/</u> by **December 29, 2022**.

## L. Key Dates

The key dates for the program year are as follows:

Event	Date	Time
Application Available	September 30, 2022	3:00 p.m.
Technical Assistance Webinar	October 6, 2022	11:00 a.m.
Deadline to Submit Application	November 30, 2022	3:00 p.m.
HCAI Posts Notice of Awards	January 17, 2023	3:00 p.m.
Grant Agreement Start Dates	March 17, 2023	N/A

## Thank you!

We would like to thank you for your interest in applying for the CBO Behavioral Health Workforce Grant Program and training and support to the behavioral health workforce.

## Attachment A:

# Evaluation Criteria for SUD CBO behavioral health Workforce Grant Program

	ELEMENT	SCORING METHODOLOGY	MAX
1.	Languages spoken proficiently by staff practicing in a program setting. Arabic, Armenian,	30 points–non-English language is at least 35% of these Medi-Cal Threshold languages 15 points–non-English language is	30
	Cambodian, Cantonese, Farsi, Hmong, Korean, Mandarin, Other Chinese, Russian,	10%-34% of these Medi-Cal Threshold languages 0 points–non-English language is less than 10% of these Medi-Cal Threshold languages	
	Spanish, Tagalog Vietnamese		
2.	SUD Prevalence	30 points–3.45 and above prevalence score 10 points–2.73 to 3.44 prevalence score 5 points–2.39 to 2.72 prevalence score 1 point–2.06 to 2.38 prevalence score	30
		0 points–prevalence score of 2.05 and below	
3.	Payer Mix	20 points-combination of Medi-Cal, Medi- Cal/Medicare, and Uninsured Payers 75% to 100% 10 points-combination of Medi-Cal, Medi- Cal/Medicare, and Uninsured Payers 50% to 74% 0 points-combination of Medi-Cal, Medi- Cal/Medicare, and Uninsured Payers 0% to 49%	20
4.	Grantee service location(s) in underserved communities based on Mental Health HPSA scores	10 points–Average Mental Health HPSA score greater than 14 5 points– Average Mental Health HPSA score between 5 and 14 0 points– Average Mental Health HPSA score equal to or below 5	10
5.	Proportion of children and adolescents served by the CBOs	10 points-children and youth make up 25% or more of total patient population 5 points-children and youth make up 10% to 24% of total patient population 0 points-children and youth make up less than 10%	10
6.	Applicant program site(s) presence in a Rural or Frontier	10 points–Yes 0 points–No	10
7.	Strategies to recruit and support employees from underrepresented communities	0 points: The applicant does not identify any strategies 2 points: The applicant identifies 1 strategy 5 points: The applicant identifies 2 strategies 7 points: The applicant identifies 3 strategies 10 points: The applicant identifies 4 strategies	10
8.	Workforce in areas of unmet need strategies	0 points: The applicant does not any strategies 1 points: The applicant identifies 1-2 strategies 3 points: The applicant identifies 3-4 strategies 5 points: The applicant identifies 5 or more strategies	5
9.	Strategies to implement culturally responsive care	0 points: The applicant does not any strategies 1 points: The applicant identifies 1-2 strategies	5

	training into the program operations	3 points: The applicant identifies 3-4 strategies 5 points: The applicant identifies 5 or more strategies	
Maximum points:			130

## Evaluation Criteria for Non-SUD CBO BH Workforce Grant Program

	ELEMENT	SCORING METHODOLOGY	MA X
1.	Languages spoken proficiently by staff practicing in a program setting. Arabic, Armenian, Cambodian, Cantonese, Farsi, Hmong, Korean, Mandarin, Other Chinese, Russian, Spanish, Tagalog Vietnamese	30 points-non-English language is at least 35% of these Medi-Cal Threshold languages 15 points-non-English language is 10%-34% of these Medi-Cal Threshold languages 0 points-non-English language is less than 10% of these Medi-Cal Threshold languages	30
2.	Payer Mix	20 points-combination of Medi-Cal, Medi- Cal/Medicare, and Uninsured Payers 75% to 100% 10 points-combination of Medi-Cal, Medi- Cal/Medicare, and Uninsured Payers 50% to 74% 0 points-combination of Medi-Cal, Medi-Cal/ Medicare, and Uninsured Payers 0% to 49%	20
4.	Grantee service location(s) in underserved communities based on Mental Health HPSA severity scores	10 points-Average Mental Health HPSA score greater than 14 5 points- Average Mental Health HPSA score between 5 and 14 0 points- Average Mental Health HPSA score equal to or below 5	10
5.	Proportion of children and adolescents served by the CBOs	10 points–children and youth make up 25% or more of total patient population 5 points–children and youth make up 10% to 24% of total patient population 0 points–children and youth make up less than 10%	10
6.	Applicant program site(s) presence in a Rural or Frontier	10 points–Yes 0 points–No	10
7.	Strategies to recruit and support employees from underrepresented communities	<ul> <li>0 points: The applicant does not identify any strategies</li> <li>2 points: The applicant identifies 1 strategy</li> <li>5 points: The applicant identifies 2 strategies</li> <li>7 points: The applicant identifies 3 strategies</li> <li>10 points: The applicant identifies 4 strategies</li> </ul>	10
8.	Workforce in areas of unmet need strategies	0 points: The applicant does not any strategies 1 points: The applicant identifies 1-2 strategies 3 points: The applicant identifies 3-4 strategies 5 points: The applicant identifies 5 or more strategies	5
9.	Strategies to implement culturally responsive care training into the program operations	0 points: The applicant does not any strategies 1 points: The applicant identifies 1-2 strategies 3 points: The applicant identifies 3-4 strategies 5 points: The applicant identifies 5 or more strategies	5
Ma	ximum points:		100

### **Attachment 1: Sample Grant Agreement**

### AGREEMENT BETWEEN THE DEPARTMENT OF HEALTHCARE ACCESS AND INFORMATION AND <<GRANTEE NAME>> AGREEMENT NUMBER XX-XXXXX

THIS COMMUNITY BASED ORGANIZATION BEHAVIORAL HEALTH WORKFORCE AGREEMENT ("Agreement") is entered into on <<Effective Date>> by and between the State of California, Department of Healthcare Access and Information ("HCAI") and <<Grantee Name>>, (the "Grantee").

WHEREAS, HCAI 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, the State Budget Act of 2021 appropriated funds for HCAI to award loan repayments, scholarships, and stipends, to increase and sustain the behavioral health workforce to serve underserved populations.

WHEREAS, community-based organizations ("CBOs") are integral to providing behavioral health services to underserved and unserved populations in California.

WHEREAS, CBOs will develop and implement behavioral health workforce development strategies that carry out recruitment, training, education, and retention of the behavioral health workforce.

WHEREAS, workforce training and education programs will adhere to HCAI guiding principles that ensure behavioral health (mental health and substance use) professionals:

- Provide care that is child- and youth-centered, with priority on early intervention.
- Provide care that is client-centered for persons with or at risk of serious mental illness, with priority on early intervention.
- Ensure culturally diverse communities are served.
- Ensure racial diversity, cultural humility, and a linguistically competent workforce.
- Conduct outreach to and engagement with unserved, underserved, and inappropriately served children and youth and their caregivers and persons with or at risk of serious mental illness
- Use effective, innovative, evidence-based, and community-identified practices.
- Promote wellness, recovery, resilience, and other positive behavioral health, and primary care outcomes of children and youth and their families.
- Include the viewpoints and expertise of persons with lived experience, including consumers and their families and caregivers, in health care and other child-serving settings.

- Work collaboratively to deliver individualized, strengths-based, consumer- and family-driven services.
- Promote inter-professional care by working across disciplines.
- Promote interagency services that includes K-12 educational institutions.

WHEREAS, the Grantee will provide ongoing staffing support to coordinate/administer programs and activities for individuals and entities that have made a commitment to work collaboratively in local behavioral health.

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

## **Definitions:**

- 1. "Agreement Funds" means the money provided by HCAI for the Program described by Grantee in the Scope of Work/Deliverables contained herein.
- 2. "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.
- 3. "Chief Deputy Director" is defined as the Chief Deputy Director of HCAI or his/her designee.
- 4. "Community-Based Organization" means a 501(c)(3) non-profit organization based in the community that currently provides behavioral health services (mental health and/or substance use disorder services) exclusively or in combination with health and/or other services.
- 5. "CBO Agreement/Agreement Number" means Agreement Number XX-XXXXX awarded to Grantee.
- 6. "Consumer" means the same thing as "Client" in Cal. Code of Regulations, Title 9, section 3200.040, which defines "Client" as an individual of any age who is receiving or has received mental health services" and which further states that the term "Client" includes those individuals "who refer to themselves as clients, consumers, survivors, patients, or ex-patients."
- 7. "Culturally Diverse Communities" mean communities of different diversity dimensions including race/ethnicity, gender, sexual orientation/identity, socioeconomic status, age, religion, physical and/or mental/neurological abilities, language, geographical location (i.e., urban/rural), veteran, and/or other pertinent characteristics.

- 8. "Deputy Director" means the Deputy Director of the Health Workforce Development Division (HWDD) or his/her designee.
- 9. "Family Member" means siblings, and their partners, kinship caregivers, friends, and others as defined by the family who is now or was in the past the primary caregiver for a child, youth, adolescent, or adult with a mental health challenge who accessed mental health services.
- 10. "Grantee" means the fiscally responsible entity in charge of administering the Agreement Funds and includes entities/organizations identified on the Agreement Scope of Work/Deliverables.
- 11. "Inappropriately Served" means populations that are not being provided appropriate culturally responsive and/or culturally appropriate services and are provided services often inconsistent with evidence-based and/or community-identified practices.
- 12. "Parents" means biological and adoptive 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.
- 13. "Program" means the activity described in the Grantee's Scope of Work that the Grantee will accomplish with the Agreement Funds.
- 14. "Program Manager" means the individual employed by HCAI to manage the grant program.
- 15. "Program Representative" means the individual representative of the Grantee for this Agreement.
- 16. "State" means the State of California and includes all its Departments, Agencies, Committees and Commissions.
- 17. "Underrepresented" means populations that are underrepresented in the mental health professions relative to their numbers in the total population.
- 18. "Underserved" means "clients of any age who have been diagnosed with or at risk of a serious mental health condition and/or substance use disorder 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."

19. "Unserved" means "those individuals who have or at risk of a serious mental health condition and/or substance use disorder 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."

#### B. Term of the Agreement:

This Agreement shall take effect on <<Date>> and shall terminate on June 30, 2026.

#### C. Scope of Work and Deliverables:

1. Grantee shall perform the Scope of Work and provide the Deliverables outlined below:

### **Scope of Work**

The Grantee shall administer all components (including entering into written agreements with individual awardees, worksite placement, monitoring paid or volunteer work requirements and training activities) in one or more of the following programs identified in their grant application to support the workforce needs in their local behavioral health setting:

 Undergraduate Educational Scholarships: Provide scholarships to undergraduate students in exchange for paid or volunteer work in a local mental health setting. Scholarships can be used for educational and related expenses (for example, housing, transportation, childcare, and books and supplies). The Grantee may consider the following factors in determining the scholarship level: student's academic aspirations (including certificate, associate degree, bachelor's degree, and career development), pre-placement training and education received, lived experience, and or other possible factors. The Grantee shall determine the award amount and length of volunteer or paid work commitment.

Total Participants: #\_\_\_\_\_ Total Budget: \$\_\_\_\_\_ • Clinical Master and Doctoral Graduate Education Stipends: Provide funding for post-graduate clinical master and doctoral education work performed in a local mental health setting. The Grantee selects students in advance of their final year of education. The Grantee shall determine the award amount and length of volunteer or paid work commitment.

Total Participants: #_	
Total Budget: \$	

• Loan Repayment Program: Provide educational loan repayment assistance to behavioral health professionals that the local jurisdiction identifies as high priority in the CBO, giving consideration to applicants who previously received scholarships and/or stipends. The Grantee may take into consideration the following factors when determining award amounts: applicants who previously received scholarships and/or stipends, educational attainment, the level of unmet need in the community served, and years of service in a local mental health setting. The Grantee shall determine the award amount and length of volunteer or paid work commitment.

Total Participants: #\_\_\_\_\_ Total Budget: \$\_\_\_\_\_

• **Recruitment Activities:** Increase the employment of hard-to-find and hard-to-retain CBO personnel through recruitment bonuses and activities.

Total Participants: #\_\_\_\_ Total Budget for Recruitment Bonuses: \$\_\_\_\_\_ Total Budget for Recruitment Activities: \$

• **Retention Activities:** Increase the continued employment of hard-to-find and hard-to-retain CBO personnel through retention bonuses.

Total Participants: #\_\_\_\_\_ Total Budget for Retention Bonuses: \$\_\_\_\_\_

#### **Budget Restrictions:**

The total number of employees who would benefit from this funding cannot exceed 25 or twenty-five percent, whichever is greater. Scholarships and stipends may be awarded for up to \$25,000. Employees with five or more years of service can receive retention bonuses of up to fifteen percent of their annual salary with a maximum amount of \$10,000 per employee. Registered and certified alcohol and other drug counselors may receive retention bonuses when employed one or more years. Signing bonuses may be awarded for up

to \$1,500 per new employee. Recruitment costs cannot exceed more than \$1,250 for all positions that the grantee is attempting to fill each year.

### **HCAI's Central Application:**

The Grantee agrees to use HCAI's Central Application for recruiting and selecting participants for the following programs: undergraduate college and university scholarships, clinical Master and Doctoral graduate education stipends, loan repayment. HCAI will also send an Annual Applicant Survey to applicants/awardees for the purpose of collecting retention and other evaluation related data.

Grantee agrees that individual program participants must apply using HCAI's online Central Application. HCAI will collect individual applicant information, including demographics, and share applicant information with the Grantee.

- 2. The Grantee shall complete an online CBO Activities Report that demonstrates annual outcomes of activities performed. The Grantee will use this tool to inform HCAI on who was awarded, pipeline related activities, and retention best practices.
- 3. Grantee will provide HCAI with the following completed deliverables:
  - a. FY 2022-23 CBO Activities Report, due July 31, 2023
  - b. FY 2023-24 CBO Activities Report, due July 31, 2024
  - c. FY 2024-25 CBO Activities Report, due July 31, 2025
  - d. FY 2025-26 CBO Activities Report, due June 30, 2026
- 5. Grantee will submit deliverables, including, reports, and the annual CBO Activities Report, using the online forms that HCAI provides.
- 6. The Grantee shall comply with the following additional conditions:
  - a. Payments of Agreement Funds shall be contingent on the on-time submission of Deliverables outlined in subsections 2, 3, and 4 above.
  - b. Grantee shall begin performance of this Agreement on the date the Agreement is executed.
  - c. HCAI will provide technical assistance to the Grantee to finalize Deliverables described in subsections 2, 3, and 4 above.. The parties shall complete all Deliverables on or before June 30, 2026.
  - d. The Grantee shall be responsible for the performance of all tasks and Deliverables specified in subsections 2, 3, and 4 above.
  - e. HCAI may monitor the Grantee activities and progress by attending and or convening local or statewide CBO meetings, and reviewing annual CBO Activities Reports submitted by the Grantee. HCAI reserves the right to require the Grantee to submit additional reports or documentation to

evaluate the Program and performance of the Deliverables during the term of the Agreement.

- f. Payments of Agreement Funds shall be contingent on the satisfactory submission of the Deliverables. HCAI reserves the right to withhold funding for subsequent years until Grantee complies with the terms of this Agreement including this Scope of Work provision.
- g. Grantee may submit any revisions to their Budget and Participant Information (Agreement Section D) to HCAI for review and approval before June 30, 2026. Such revisions to the Budget and Participant Information shall not require an amendment pursuant to this Agreement so long as both HCAI and the Grantee agree to the revisions in writing.

## D. Budget Detail:

Grantee shall expend the Agreement Funds in accordance with the Budget provided in the Grantee's application. The funds provided under this
Agreement shall be the funds provided from FY 2020-21 through FY 2025-26 which shall cover the costs of activities under Section C, "Scope of Work
and Deliverables," including administrative costs (defined below). Agreement Funds shall not be comingled with any of Grantee's other funds.

Budget and Participant Information (from the Budget in Grantee's Application)

Grant Program								
Activity	FY 2	2022-23	FY 2	2023-24	FY 2	2024-25	FY 2	2025-26
		# of		# of		# of		# of
	Funding	Participants	Funding	Participants	Funding	Participants	Funding	Participants
Undergraduate College & University Scholarships	\$	#	\$	#	\$	#	N/A	N/A
Clinical Master & Doctoral Graduate Education Stipends	\$	#	\$	#	\$	#	N/A	N/A
Loan Repayments	\$	#	\$	#	\$	#	N/A	N/A
Recruitment Activities	\$	N/A	\$	N/A	\$	N/A	N/A	N/A
Recruitment Bonuses	\$	#	\$	#	\$	#	N/A	N/A
Retention Bonuses	\$	#	\$	#	\$	#	N/A	N/A
Administrative Costs (Shall not exceed 15 percent of the total budget)	\$	N/A	\$	N/A	\$	N/A	\$	N/A
Total	\$	#	\$	#	\$	#	\$	N/A

2. Administrative Costs: The costs indirectly attributed to the completion of the program services which can include, but not limited to utilities, rent, equipment, mentoring, worksite placement, monitoring paid or volunteer work requirements and training activities, and administrative service/payroll staff.

## E. Invoicing and Payment

- 1. HCAI will make a single payment equaling twenty-five percent of the grant award upon execution of the grant agreement.
- 2. HCAI will release Agreement Funds annually in arrears upon receipt of and approval of annual reports.
- 3. The total amount payable to the Grantee under this Agreement shall not exceed [Total Award Amount].
- 4. Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.
- 5. HCAI may request additional information upon reviewing the Deliverables.

## F. Budget Contingency Clause:

 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, HCAI 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.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this grant program, HCAI shall have the option to either cancel this Agreement with no liability occurring to HCAI or offer an agreement amendment to Grantee to reflect the reduced amount.

### G. Breach:

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

### H. Executive Order N-6-22-Russia Sanctions:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

### I. General Terms and Conditions:

- 1. Timeliness: Time is of the essence in this Agreement. The Grantee shall submit the required Deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and/or scheduling issues, to adhere to the terms of the Agreement, is the sole responsibility of the Grantee.
- 2. Final Agreement: This Agreement, along with the Grantee's application, attachments, and forms constitute the entire and final Agreement between the parties and supersedes any and all prior oral or written agreements or discussions.

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 that are embodied in those reports, shall become the property of HCAI and subject to disclosure under the Public Records Act.
- 4. Audits: The Grantee agrees that HCAI, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three years after the final payment, unless a longer period of records retention is stipulated by the State. The Grantee agrees to allow the auditor(s) access to such records during normal business

hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

- 5. Provisions Relating to Data
  - a. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
  - b. "Generated data" are that data, which Grantee has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Grantee in the performance of this Agreement at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
  - c. "Deliverable data" are that data which, under the terms of this Agreement, are required to be delivered to the State. Such data shall be the property of the State.
  - d. Prior to the expiration of any legally required retention period and before destroying any data, the Grantee shall notify the State of any such contemplated action; and the State may within 30 days of said notification, determine whether or not the data shall be further preserved. The State shall pay the expense of further preserving the data. The State shall have unrestricted, reasonable access to the data that are preserved in accordance with this Agreement.
  - e. The Grantee shall use its best efforts to furnish competent witnesses and to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
- 6. Independence from the State: The Grantee and the agents and employees of the Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

- 7. Non-Discrimination Clause (See Cal. Code Regs., title 2, section 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 HCAI to implement such article.
  - c. Grantee shall permit access by representatives of the Department of Fair Employment and Housing and HCAI 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 HCAI 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.
- 8. Waiver: The waiver by HCAI 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. HCAI expressly reserves the right to disqualify the Grantee from any future grant awards for failure to comply with the terms of this Agreement.
- 9. Approval: This Agreement is of no force or effect until signed by both parties. The Grantee may not commence performance until such approval has been obtained.

- 10. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or arrangement not incorporated in this Agreement is binding on any of the parties.
- 11. Assignment: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of HCAI in the form of a formal written amendment.
- 12. Indemnification: Grantee agrees to indemnify, defend, and hold harmless the State, its officers, agents, and employees 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 from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Grantee in the performance of this Agreement.
- 13. Disputes: Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement shall be resolved as follows:
  - a. The Grantee will discuss the problem informally with the Program Manager. If unresolved, the problem shall be presented, in writing, to the Deputy Director stating the issues in dispute, the basis for the Grantee's position, and the remedy sought. Grantee shall include copies of any documentary evidence and describe any other evidence that supports its position with its submission to the Deputy Director.
  - 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 shall 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, the Grantee may appeal the decision of the Deputy Director by submitting a written appeal to the Chief Deputy Director stating why the Grantee does not agree with the Deputy Director's decision.
  - d. Within ten working days after receipt of appeal, the Chief Deputy Director or their designee shall respond in writing to the Grantee with their decision. The Chief Deputy Director's decision will be final.
- 14. Termination for Cause: In addition to the Breach provisions above, HCAI 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. Grantee shall return any unused Agreement Funds that were previously provided to Grantee as of the date of termination.

- 15. Grantee's Subcontractors: Nothing contained in this Agreement shall create any contractual relationship between the State and any subcontractor of the Grantee, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be 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 State's obligation to disburse funds to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any money to any subcontractor.
- 16. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- 17. Unenforceable Provision: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

# J. Program Representatives

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

State Agency:	Grantee:
Department of Health Care Access and	«Grantee Name»
Information	_
Section/Unit:	
Healthcare Workforce Development	
Division/Behavioral Health Program	
Name:	Program Representative Name:
[Insert Program Manager Name]	«CO_First_Name» «CO_Last_Name»,
Program Manager	«Grantee_Officer_Title»
Address:	Address:
2020 West El Camino Avenue, Suite 1222	«Grantee_Street_Address»,
Sacramento, CA 95833	«Grantee_Ste»
	«Grantee_City», «State» «Zip»
Phone:	Phone:
[Enter Program Manager Phone Number]	«Grantee_Phone»
Email:	Email:
[Enter Program Manager Email]	«Grantee_Email_»

Direct all administrative inquiries to:

State Agency:	Grantee:
Department of Health Care Access and	«Grantee_Name»
Information	
Section/Unit:	
Healthcare Workforce Development	
Division/Behavioral Health Program	
Name:	Name:
[Insert Program Manager Name]	«CO_First_Name» «CO_Last_Name»,
Program Manager	«Grantee_Officer_Title»
Address:	Address:
2020 West El Camino Avenue, Suite 1222	«Grantee_Street_Address»,
Sacramento, CA 95833	«Grantee_Ste»
	«Grantee_City», «State» «Zip»
Phone:	Phone:
[Enter Program Manager Phone Number]	«Grantee_Phone»
Email:	Email:
[Enter Program Manager Email]	«Grantee_Email_»

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

DEPARTMENT OF HEALTH CARE ACCESS AND INFORMATION	GRANTEE: < <grantee name="">&gt;</grantee>
Signature:	Signature:
Name: Title: Budget and Facilities Operations Service Manager	Name: Title: