



Psychiatric Education Capacity Expansion (PECE) Program

Psychiatric Mental Health Nurse Practitioner (PMHNP)
Training 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 Health Care Access and Information will not make changes to the terms and conditions specified in the sample grant agreement.

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A. Background and Mission

The Department of Health Care Access and Information (HCAI) administers health workforce programs, including the Psychiatric Education Capacity Expansion (PECE) Grant Programs. These workforce programs promote the expansion of postsecondary education and training to meet behavioral health workforce needs.

This grant opportunity will result in grant agreement(s) with educational and/or medical institutions to develop and expand psychiatric mental health nurse practitioner (PMHNP) programs that train and prepare PMHNPs, including those that serve children and youth. These activities would include capacity to:

1. Work on multi-disciplinary teams
2. Work with underserved populations
3. Reflect PECE guiding principles in coursework and field placements

Competitive proposals must demonstrate a commitment to the PECE guiding principles.

B. Purpose and Description of Services

This Grant Guide will result in funding organizations to train PMHNP students to work in underserved communities, including, but not limited to:

1. Adding PMHNP student slots to an existing PMHNP training program or creating a new training program for new PMHNP student slots.
2. Recruiting culturally and linguistically diverse PMHNP students that reflect the socio-demographic and other characteristics of underserved communities.
3. Providing training in how to deliver culturally competent and linguistically appropriate psychiatric care.
4. Increasing the number of hours PMHNP students train in underserved communities, focused on delivering services to children and youth through age 25 and their caregivers, as well as others at risk of chronic behavioral health conditions.
5. Modifying curriculum as necessary to incorporate PECE guiding principles:
 - a. Work in multidisciplinary teams that include primary care physicians, family nurse practitioners, and other health care workers with unserved and/or underserved populations in underserved communities, including children and youth involved in justice, child welfare, and/or special education systems.
 - b. Are trained to provide services in a culturally competent and sensitive manner.
 - c. Are trained in the values of wellness, recovery, and resilience, to include the role of self-help, recovery, and empowerment support.

- d. Are specifically trained in assisting children and youth through age 25 and family members to access public benefits, work incentive provisions, and transition from a public to a private benefit system, as well as educational systems.
 - e. Are trained to work in and foster a consumer and family member driven system of care.
 - f. 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
6. Providing clinical supervision that leads to national certification by the American Nurses Credentialing and/or American Association of Nurse Practitioners.
 7. Encouraging PMHNP graduates to choose to work in organizations that serve underserved communities after completing training requirements and receiving national certification.

C. Determining Eligibility

To find out if your program is eligible for this funding opportunity, please answer the questions below:

Before receiving funds, an awardee shall provide evidence that:

1. For New Programs funds, the awardee will have secured Accreditation Commission for Education in Nursing (ACEN) or Commission on Collegiate Nursing Education (CCNE) accreditation and California Board of Registered Nursing (BRN) approval.
2. For Program Expansion funds, the awardee is accredited by the ACEN or CCNE and approved by the BRN.

D. Available Funding

HCAI is offering 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 PMHNP training programs to meet mental health occupation shortage needs. Awardees shall not use these funds to supplant existing funds.

State funding is available to support PECE PMHNP training, which includes new and expanded PMHNP programs, and new and expanded Psychiatry Residency Programs.

HCAI may award full, partial, or no funding to an applicant based on the applicant's criteria score and the number of available funds. Competitive proposals will meet the CYBHI Program evaluation criteria and demonstrate a commitment to PECE guiding principles.

1. New PMHNP Training Programs

Eligible programs may receive an award up to \$1,000,000.

2. Expand existing PMHNP Training Programs

Eligible programs may receive \$75,000 per filled first year positions.

E. Funding Categories

1. **New PMHNP training Programs**

Funding to offset the costs associated with achieving accreditation by June 30, 2025.

2. **PMHNP Expansion Programs**

Funding to support a PMHNP training program that is permanently expanding the number of PMHNP student training positions through up to state fiscal year (FY) 2026-27. Training programs can take two years per cohort.

F. Grant Questions and Answers

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

Prospective applicants may submit questions to MHSAWET@HCAI.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. HCAI may reject an application that contains omissions, inaccuracies, or misstatements.
2. Applicants must submit their applications by June 24, 2022, through the web-based PECE Application located at https://oshpd.sjc1.qualtrics.com/jfe/form/SV_cVbECJBuGRXzTMO.

3. Applicants must submit a sustainability letter that indicates the number of PMHNP students the program is permanently adding. See Attachment B “Sample PMHNP Training Program Sustainability Letter.”
4. HCAI may reject an application if it is conditional or incomplete, or if the application 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.
5. 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.
6. An individual authorized to represent the applicant shall complete the PECE Application.
7. HCAI may modify this Grant Guide before the final application submission deadline by issuing an addendum at <https://hcai.ca.gov/loans-scholarships-grants/grants/bhp/>.
8. HCAI reserves the right to reject all applications.
9. 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 B: Sample PECE PMHNP Training Grant Agreement before receiving funds.
10. 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. HCAI will not negotiate the terms and conditions outlined in the sample grant agreement located in Attachment C.
11. If your program requires approval from a coordinating authority to enter into a grant agreement with HCAI, please inform the authority of the terms and conditions contained in the Sample Grant Agreement located in Attachment C.
12. 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 the loss of the award.
13. 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 documents from the local governing body authorizing execution of the grant agreement with the signed grant agreement.

14. If, upon reviewing all deliverables, HCAI finds that the Grantee has not met all requirements and/or expended all funds, HCAI will withhold payment(s) and/or request the remittance of funds from the Grantee.
15. The Public Records Act shall apply to all grant deliverables, including applications, reports, and supporting documentation.
16. HCAI 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

HCAI staff will review all applications and score all complete applications.

2. Evaluation and Scoring Criteria

Please refer to Attachment A for the Evaluation Criteria.

i. Review Process

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

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

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

ii. Evaluation and Scoring

HCAI will make final selections using the Evaluation and Scoring Criteria described in Attachment A. HCAI also intends for the PECE PMHNP Training 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 HCAI makes the final selections, HCAI will announce awardees.

HCAI 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 HCAI in accordance with the schedule provided in the grant agreement.

The Program Report is an annual online survey that HCAI will send out at the end of the first fiscal year. The Program Report collects data on program processes and outcomes and HCAI will use the results to evaluate the impact of the grant program. It will collect data on PMNHP students, graduate employment, field placement(s), and training hours worked in underserved communities and/or rural areas, along with expenditures over each year and for the grant duration.

Grantees establishing new programs are required to complete each of the following phases:

Phase A	ACEN or CCNE Accreditation and BRN approval
Phase B	Fiscal Plan
Phase C	Timeline in place
Phase D	Training site recruitment
Phase E	Curriculum development
Phase F	Faculty recruitment

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

K. Post Award and Payment Provisions for PMHNP Program Expansion Funding

1. Grantees will enter into grant agreements expiring on June 30, 2027, or earlier.
2. HCAI does not allow indirect costs.
3. HCAI makes payments annually on arrears upon receipt of the annual program report, expenditure documentation, and verification of increased PMHNP student positions.
4. HCAI will release the first annual payment upon receipt of proof the program has national accreditation and is approved by the Board of registered Nursing (BRN).
5. Any new awards will rescind previous awards/grant agreements.

L. Post Award and Payment Provisions for New PMHNP Program Funding

1. Grantees will enter into grant agreements expiring on June 30, 2025.
2. New PMHNP Training Programs that have not received national accreditation and BRN approval by the end of the grant term will not receive funds.
3. HCAI will release the first payment (25 percent of grant award) upon completion of Phase A with proof of national accreditation and BRN approval..
4. HCAI will release the balance of grant payable based on actual expense, with proof of completing Phases A through F and other stipulated conditions in grant agreement based on reported allowable expenses.
5. New PMHNP Training Programs accredited and approved at time of award must submit proof of expenditures to receive payment.
6. Any new awards will rescind previous awards/grant agreements.

M. Additional Terms and Conditions

1. 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.
2. The grantee shall submit post-graduation employment and related data, for five years.

N. Webinar

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

O. Key Dates

The key dates for the program year are:

Key Event	Dates and Times
Application opens	May 27, 2022, at 3:00 p.m.
Technical Assistance Webinar	June 13, 2022 at 12:00 p.m.
Application closes	July 1, 2022, at 3:00 p.m.
Notice sent to awardees	July 22, 2022
Grant terms: New PMHNP Programs PMHNP Expansion Programs	Proposed term date: August 29, 2022 - June 30, 2025 August 29, 2022 - June 30, 2027

P. Application Components

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

The PECE Application gathers information that HCAI will use to evaluate the merits of applying education and health institutions seeking funds to create or expand PMHNP training programs. The application seeks information that includes, but is not limited to, the number of current or proposed PMHNP students that the applicant plans to admit in the existing or proposed program, current and/or proposed rotations in underserved communities and in rural settings and plans to sustain program after HCAI grant expires.

PECE PMHNP Training Program applications must include a copy of the national accreditation and state certification letters for current PMHNP training programs.

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

Q. Department Contact

For questions related to the PECE PMHNP Training Grant Program application, please email HCAI staff at MHSAWET@HCAI.ca.gov.

Thank you!

We thank you for your interest in applying for the PECE PMHNP Training Program and for your continued efforts in supporting those who are educating PMHNP students to serve in underserved communities.

Attachment A: Evaluation Criteria for PMHNP Training Program

	ELEMENT	SCORING METHODOLOGY	MAX
1.	Provide the percent of Medi-Cal threshold languages spoken by patients that will be served by the training program at your primary rotation site/s.	20 points—if patient language is 35% or more 10 points—if patient language is between 10% and 34% 0 points—if patient language is less than 10%%	20
2.	Location of primary rotation site(s) in underserved communities based on HPSA severity scores	10 points—HPSA Mental Health score equal to or greater than 18 5 points—HPSA Mental Health score between 17 and 14 0 points—HPSA Mental Health score equal to or below 13	10
3.	Proportion of children and adolescents served by PMHNP students	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
4.	Percent of rotation months in rural areas	10 points—Yes 0 points—No	10
5.	Incorporation of cultural competency and responsive care training into the program’s curriculum	10 points—Yes 0 points—No	10
6.	Payor 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
Maximum points:			80

Attachment B: Required Attachment – Sample PMHNP Training Program Sustainability Letter

Department of Health Care Accessibility and Information
2020 West El Camino Avenue, Suite 800
Sacramento, CA 95833

Re: [REDACTED] PECE Grant Application

Dear Sir or Madam:

I am writing to affirm the sustainability of the [REDACTED] grant application to expand Psychiatric Mental Health Nurse Practitioner education. This five-year proposal is for an educational stipend program designed to recruit, support, educate, and train psychiatric-mental health nurse practitioners (PMHNPs) who will be able and ready to respond to the needs of individuals across the lifespan, served by the public mental health system of California. This proposal is at the heart of [REDACTED] School of Nursing's core mission of ensuring equal access to quality healthcare of culturally and ethnically diverse individuals, groups, families, and communities.

As a Sponsoring Institution, the [REDACTED] pledges our ongoing financial commitment to the PMHNP program, including but not limited to operational support of trainee learning experiences and physical space for trainee learning and patient care activities. This is in addition to our financial commitment for administrative, faculty and simulation/laboratory resources to ensure the ongoing success of this program. Throughout its existence, the PMHNP program at [REDACTED] has exemplified a firm dedication to the core values of the Mental Health Services Act, through:

- Community collaboration
- Culturally sensitive care
- Consumer participation
- Promotion of wellness, recovery, and resilience.

The [REDACTED] School of Nursing is deeply committed to the continuous quality improvement of our PMHNP program, through ensuring trainee attainment of core competencies, along with ongoing measurement of program outcomes. We are dedicated to accomplishing this within an educational environment that is rich in diverse training opportunities focused on the highest levels of competency, ethics, and professionalism. The results of the training program will be shared in monthly graduate program meetings and biweekly leadership meetings.

We are very proud of our tradition of excellence in our PMHNP program, as shown by our outstanding faculty, students, and staff. We look forward to expanding this tradition with the support of this grant. Thank you for considering our grant application.

Sincerely,

**Attachment C: Sample PECE Psychiatric Mental Health Nurse Practitioner (PMHNP)
Training Program Expansion Grant Agreement**

**GRANT AGREEMENT BETWEEN THE
DEPARTMENT OF HEALTH CARE ACCESS AND INFORMATION AND
[GRANTEE NAME], [PROGRAM NAME]**

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, Department of Health Care Access and Information (hereinafter “HCAI”) and [Grantee Name], [Program Name] (collectively the “Grantee”).

WHEREAS, state funds are available to increase the educational capacity to train Psychiatric Mental Health Nurse Practitioner (PMHNP) students representative of underserved communities.

WHEREAS, HCAI supports health care accessibility through the promotion of a diverse and competent workforce while providing analysis of California's healthcare infrastructure and coordinating healthcare workforce issues.

WHEREAS, HCAI supports engaging in activities that promote the employment of consumers of mental health services to engage in activities that promote the employment of mental health consumers and family members of consumers in the mental health system.

WHEREAS, HCAI supports engaging in activities that promote the employment of consumers with substance use disorders (SUD) and family members of consumers of SUD treatment and support.

WHEREAS, expanding the capacity of the PMHNP training programs is a priority strategy.

WHEREAS, the PMHNP training programs will develop and implement strategies to increase educational capacity that align with PECE guiding principles and address workforce needs by strengthening recruitment, training, education, and retention of workforce reflecting the socio-demographic and other characteristics of underserved communities.

WHEREAS, workforce training and education programs will adhere to PECE 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 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 applied to participate in the Psychiatric Education Capacity Expansion (PECE) Program, by submitting an application in accordance with the PECE PMHNP Training Program Grant Guide for Fiscal Year (FY) 2022-23.

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

NOW THEREFORE, HCAI 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 HCAI.
3. "Director" means the Director of HCAI or his/her designee.
4. "Grant Agreement/Grant Number" means Grant Number [Grant Agreement Number] awarded to Grantee.
5. "Grantee" means the fiscally responsible entity in charge of administering the Grant Funds and includes the Program identified on the Application.

6. "Grant Funds" means the money provided by HCAI for the Project described by Grantee in its Application and Scope of Work.
 7. "Program" means the Grantee's PMHNP training program(s) listed on the 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 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 [Agreement Start Date] and shall terminate on June 30, 2027.

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:

1. While performing the activities, the Grantee shall:
 - a. Expand the capacity of an existing PMHNP training program by adding students to work in underserved communities with a focus on children and youth ages 25 and under.
 - b. Encourage members from unserved or underserved and culturally diverse populations, including individuals who have had experience with the behavioral health system as consumers and/or family members of consumers to become PMHNPs.
 - c. Implement outreach and recruitment activities to PMHNP students who are from unserved and/or underserved areas and who are culturally diverse; and to individuals with consumer and/or family member experience.
 - d. Recruit PMHNP students who can meet diversity needs consistent with PECE guiding principles.

- e. Ensure that the PMHNP students perform part, if not all, of their field placement(s) in underserved communities. The Grantee shall encourage individuals who successfully complete training and certification as a PMHNP to work in underserved communities.
- f. Ensure that PMHNP students are trained using the curriculum that was developed in accordance with Section C, Scope of Work, Subsection 3b.
- g. Submit annual Program Reports to HCAI on PMHNP graduates funded by this grant describing efforts to secure employment in underserved communities working with unserved and/or underserved populations.
- h. Annual Program Reports to HCAI shall include the number of years PMHNPs who successfully finish the training program funded by this grant spend in underserved communities providing direct services through five years post-graduation.
- i. Not conduct lobbying activities as part of this Agreement or use Grant Funds for lobbying activities.
- j. Be held fully accountable for proper use of Grant Funds under this Agreement.
- k. Credit HCAI in all publications resulting from this Agreement.
- l. Provide HCAI with outcomes on an annual basis, as specified in the PECE PMHNP Training Program Report instructions.

Report	Reporting Period	Report Due Date
Program Report 1	August 29, 2022 – June 30, 2023	July 31, 2023
Program Report 2	July 1, 2023 – June 30, 2024	July 31, 2024
Program Report 3	July 1, 2024 – June 30, 2025	July 31, 2025
Program Report 4	July 1, 2025 – June 30, 2026	July 31, 2026
Program Report 5	July 1, 2026 – June 30, 2027	July 31, 2027

- 2. Under the direction of the Program Director, use Grant Funds to provide PMHNP training for [number of participants] for up to a [number of years] cycle beginning July 1, 2023, and ending June 30, 2027. Each PMHNP student supported represents a permanent expansion of the program.
- 3. The Grantee agrees to use the funds provided under this Grant Agreement with HCAI to expand capacity in the Program to address workforce shortages in agencies and institutions serving underserved communities. The Grantee shall:
 - a. Provide the name(s), contact information, and number of hours served in underserved communities for the PMHNP students.

- b. Develop or revise a curriculum and teaching method(s) that are consistent with the PECE guiding principles and which ensures that the PMHNP students:
 - i. Work in multidisciplinary teams that include primary care physicians, family nurse practitioners, and other health care workers with unserved and/or underserved populations in underserved communities, including children and youth involved in justice, child welfare, and/or special education systems.
 - ii. Are trained to provide services in a culturally competent and sensitive manner.
 - iii. Are trained in the values of wellness, recovery, and resilience, to include the role of self-help, recovery, and empowerment support.
 - iv. Are specifically trained in assisting children and youth through age 25 and caregivers.
 - 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:
 - a. Assessment
 - b. Diagnosis
 - c. Outcome identification
 - d. Individualized planning
 - e. Coordination of care

D. Reports and Deliverables:

Grantee shall submit all the deliverables for Grant Number #XX-XXXXX, 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 HCAI provides.

E. Invoicing:

1. 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, HCAI agrees to compensate Grantee in accordance with the rates specified herein.
2. The total amount payable to the Grantee under this Agreement shall not exceed [Total Award Amount].
3. HCAI will release the annual payments in arrears upon receipt of annual reports, expenditure documentation, and verification of increased PMHNP student positions.

4. Program reports shall include the names of the PMHNP students trained under this Agreement, certifying that each PMYNP student was engaged in activities authorized by this Agreement, and submitted electronically.
5. Additional information may be requested by HCAI during the term of the Agreement.

F. Budget Detail:

	22-23	23-24	24-25	25-26	26-27	TOTAL
Program Personnel						
Faculty						
Program Incentives: subsidized housing						
Program Incentives: faculty loan repayment						
Program Incentives: faculty bonus						
Program Incentives: other [specify in Application budget]						
PMHNP Student Salaries						
Other Costs [specify in Application budget]						
TOTAL						

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 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 PMHNP students under the Agreement must be submitted as requested by the HCAI for purposes of program administration, evaluation, or review.
3. Records Retention and Audit:
- a. The training institution shall permit HCAI, 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 HCAI, 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 the program, this Agreement shall be of no further force and effect. In this event, the 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.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this grant program, the HCAI shall have the option to either cancel this Agreement with no liability occurring to the HCAI 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 HCAI 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.

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 Application, attachments, and forms constitutes the entire and final agreement between the parties and supersedes all prior oral or written agreements or discussions.
3. **Ownership and Public Records Act:** All reports and the supporting documentation and data collected during the funding period which are embodied in those reports, shall become the property of the State and subject to the California Public Records Act (Gov. Code § 6250 et seq.).
4. **Audits:** The Grantee agrees that HCAI, the Department of General Services, the

State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three years after final payment unless a longer period of records retention is stipulated 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. 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.
6. Non-Discrimination Clause (See Cal. Code Regs., Title 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 ensure 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.
7. 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 subsequent breach. HCAI expressly reserves the right to disqualify Grantee from any future grant awards for failure to comply with the terms of this Agreement.
8. 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.
9. 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 agreement not incorporated in the Agreement is binding on any of the parties.
10. 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.
11. Indemnification: Grantee agrees to indemnify, defend, and hold harmless the State, its officers, agents and employees (i) from any and all claims and losses accruing or resulting to any and all Grantee's, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and (ii) 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.
12. 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.
13. Termination for Cause: 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 Agreement Funds that were previously provided to Grantee for use within 60 days of termination.
- If all grant funds have not been expended upon completion of the Agreement term, HCAI will request the remittance of all unexpended funds. If HCAI determines that improper payments have been made to Grantee, HCAI will request disgorgement of all disallowed costs. Grantee may dispute disallowed costs in accordance with Section J, Paragraph 12. Grantee will submit a check or warrant for the amount due within 60 days of the Grantee's receipt of HCAI's disgorgement request or 30 days from the Grantee's receipt of HCAI's last Dispute decision. If Grantee fails to remit payment, HCAI may withhold the amount due from any future grant payments.
14. Grantee's Subcontractors: Nothing contained in this Agreement shall create any contractual relationship between the State and the Grantee or any 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 HCAI'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.
15. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
16. 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.
17. Use of Funds: The funding established pursuant to this act shall be utilized to expand behavioral health services. These funds shall not be used to supplant existing state or local funds to provide behavioral health services.

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

State Agency: Department of Health Care Access and Information	Grantee: [Grantee Name]
Section/Unit: Healthcare Workforce Development PECE Program	
Name: [HCAI Assigned Analyst] Program Officer	Name (Main Contact): [Project Representative] [Title]
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Address: [Grantee Address] [Program City, CA Zip code]
Phone: [Program Officer Phone Number]	Phone: [Grantee Phone Number]
Email: MHSAWETI@HCAI.ca.gov	Email: [Grantee Email]

Direct all grant inquiries to:

State Agency: Department of Health Care Access and Information	Program Representative: [Program Name]
Section/Unit: Healthcare Workforce Development PECE Program	
Name: [HCAI Assigned Analyst] Program Officer	Name of Representative: [Program Representative] [Program Title]
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Address: [Program Address] [Program City, CA Zip Code]
Phone: [Program Officer Phone Number]	Phone: [Program Phone Number]
Email: MHSAWET@HCAI.ca.gov	Email: [Program Email]

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

DEPARTMENT OF HEALTH CARE
ACCESS AND INFORMATION

GRANTEE

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

**Attachment D: Sample PECE Psychiatric Mental Health Nurse Practitioner (PMHNP)
New Training Program Grant Agreement**

**GRANT AGREEMENT BETWEEN THE
DEPARTMENT OF HEALTH CARE ACCESS AND INFORMATION AND
[GRANTEE NAME], [PROGRAM NAME]**

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, Department of Health Care Access and Information (hereinafter “HCAI”) and [Grantee Name], [Program Name] (collectively the “Grantee”).

WHEREAS, state funds are available to increase the educational capacity to train Psychiatric Mental Health Nurse Practitioner (PMHNP) students representative of underserved communities.

WHEREAS, HCAI supports health care accessibility through the promotion of a diverse and competent workforce while providing analysis of California's healthcare infrastructure and coordinating healthcare workforce issues.

WHEREAS, HCAI supports engaging in activities that promote the employment of consumers of mental health services to engage in activities that promote the employment of mental health consumers and family members of consumers in the mental health system.

WHEREAS, HCAI supports engaging in activities that promote the employment of consumers with substance use disorders (SUD) and family members of consumers of SUD treatment and support.

WHEREAS, expanding the capacity of the PMHNP training programs is a priority strategy.

WHEREAS, the PMHNP Training programs will develop and implement strategies to increase educational capacity that align with PECE guiding principles and address workforce needs by strengthening recruitment, training, education, and retention of workforce reflecting the socio-demographic and other characteristics of underserved communities.

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

- Provide care 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 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 applied to participate in the Psychiatric Education Capacity Expansion (PECE) Program, by submitting an application in accordance with the PECE PMHNP Training Program Grant Guide for Fiscal Year (FY) 2022-23.

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

NOW THEREFORE, HCAI 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 HCAI
3. "Director" means the Director of HCAI or his/her designee.
4. "Grant Agreement/Grant Number" means Grant Number [Grant Agreement Number] awarded to Grantee.
5. "Grantee" means the fiscally responsible entity in charge of administering the Grant Funds and includes the Program identified on the Application.
6. "Grant Funds" means the money provided by HCAI for the Project described by Grantee in its Application and Scope of Work.

7. "Program" means the Grantee's PMHNP training program(s) listed on the 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 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 [Agreement Start Date] 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.

- A. Scope of Work: Grantee agrees to the following Scope of Work as set forth herein. In the event of a conflict between the provisions of this section and the Grantee's Application, the provisions of this Scope of Work Section shall prevail:
1. Under the direction of the Program Director, use Grant Funds to develop a new PMHNP program.
 2. Under the direction of the Program Director, use Grant Funds to develop a new PMHNP program that includes Child/Adolescence Psychiatry and/or addiction psychiatry fellowship positions.
 3. The Grantee agrees to provide to the HCAI expanded capacity in a PMHNP program to address workforce shortages in underserved communities. The Grantee will use the funds provided under this Grant Agreement to:
 - a. Provide the name(s) of the new PMHNP students, and number of hours the students spend in publicly funded clinical settings serving children and youth and their caregivers and/or clients in the PMHS and PSUDS to HCAI.
 - b. Develop or revise a curriculum and teaching method(s) that is consistent with PECE guiding principles, and which ensures that PMHNP students:

- i. Work in multidisciplinary teams that include primary care physicians, family nurse practitioners, and other health care workers with unserved and/or underserved populations in underserved communities, including children and youth involved in justice, child welfare, and/or special education systems.
 - ii. Are trained to provide services in a culturally competent and sensitive manner.
 - iii. Are trained in the values of wellness, recovery, and resilience, to include the role of self-help, recovery, and empowerment support.
 - iv. Are specifically trained in assisting children and youth through age 25 and family members.
 - 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. The grantee shall complete all of the following phases for achieving Accreditation Commission for Education in Nursing (ACEN) or Commission on Collegiate Nursing Education (CCNE) accreditation and California Board of Registered Nursing (BRN) approval in the sequence listed and submit documentation to HCAI for each completed phase.
- a. A fiscal plan, including identified funding streams, that reflects the consultant, staff, faculty, facility and/or other associated costs.
 - b. An accreditation timeline that describes the planned schedule for accreditation and approval phases listed here.
 - c. Recruited training sites in the form of health facilities and other clinical sites at which PMHNP students will train over the course of their training.
 - d. PMHNP program design and curriculum, including an overall plan for clinical rotations, didactic teaching, and other longitudinal curricula.
 - e. Recruited and developed PMHNP program faculty that reflect the socio-demographic and other characteristics of the underserved community they will be teaching and develop the skills of program faculty to utilize best practices in education, communication and cooperation within their department.

- f. PMHNP program accreditation in the form of an ACEN- or CCNE-approved application and Board of Registered Nursing (BRN) approval letter.

C. Reports and Deliverables:

Grantee shall submit all the deliverables for Grant Number #XX-XXXXX, 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 HCAI provides.

Reporting Requirements		
Phase A	ACEN or CCNE Accreditation and BRN approval	For first advanced payment, provide ACEN or CCNE letter of Accreditation and BRN letter of approval of Advanced Practice Nursing.
Phase B Phase C Phase D	Fiscal Plan Timeline in place Training sites recruited	Provide documents demonstrating (a) completion of Phases B through D.
Phase E Phase F	Curriculum Development Faculty Recruitment	For balance of funds up to the amount of allowable expenses, provide documents demonstrating (a) completion of Phases E and F and (b) all allowable expenses.

D. Invoicing:

1. 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, HCAI agrees to compensate Grantee in accordance with the rates specified herein.
2. The total amount payable to the Grantee under this Agreement shall not exceed [Total Award Amount].
3. Program reports shall include the names of the PMHNP students trained under this Agreement, certifying that PMHNP student was engaged in activities authorized by this Agreement, and submitted electronically.
4. Additional information may be requested by HCAI during the term of the Agreement.

E. Budget Detail and Payment Provisions:

1. Budget Detail:

HCAI shall reimburse Grantee for the expenses incurred in performing the Scope of Work through up to two payments that shall not exceed [Total Award Amount].

2. Payment provisions:

Payment Provisions		
Phase A	CCNE Accreditation and BRN approval	Twenty-five percent (25%) payable within 60 days of their full award after execution of this Agreement.
Phase B Phase C Phase D	Fiscal Plan Timeline in place Training sites recruited	
Phase E Phase F	Curriculum Development Faculty Recruitment	For balance of grant payable based on actual expense, with proof of completing Phases A through F and other stipulated conditions in grant agreement based on reported allowable expenses.

F. 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 PMHNP students under the Agreement must be submitted as requested by the HCAI for purposes of program administration, evaluation, or review.
 3. Records Retention and Audit:
 - a. The training institution shall permit HCAI, 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 HCAI, 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.

G. Budget Contingency Clause:

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

H. Budget Adjustments:

1. Budget adjustments consist of a change within the approved budget that does not amend the total amount of this Agreement or any other terms of the Agreement.
2. All requests for budget adjustments shall be submitted in writing for HCAI 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.

I. 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 Application, attachments, and forms constitutes the entire and final agreement between the parties and supersedes all prior oral or written agreements or discussions.
3. **Ownership and Public Records Act:** All reports and the supporting documentation and data collected during the funding period which are embodied in those reports, shall become the property of the State and subject to the California Public Records Act (Gov. Code § 6250 et seq.).
4. **Audits:** The Grantee agrees that HCAI, the Department of General Services, the State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of

this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three years after final payment unless a longer period of records retention is stipulated 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. 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.
6. Non-Discrimination Clause (See Cal. Code Regs., Title 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 ensure 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.
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8. 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.
9. 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 agreement not incorporated in the Agreement is binding on any of the parties.
10. 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.
11. Indemnification: Grantee agrees to indemnify, defend and hold harmless the State, its officers, agents and employees (i) from any and all claims and losses accruing or resulting to any and all Grantee's, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and (ii) 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.
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 - 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.

- 13. Termination for Cause: 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 Agreement Funds that were previously provided to Grantee for use within 60 days of termination.

If all grant funds have not been expended upon completion of the Agreement term, HCAI will request the remittance of all unexpended funds. If HCAI determines that improper payments have been made to Grantee, HCAI will request disgorgement of all disallowed costs. Grantee may dispute disallowed costs in accordance with Section J, Paragraph 12. Grantee will submit a check or warrant for the amount due within 60 days of the Grantee's receipt of HCAI's disgorgement request or 30 days from the Grantee's receipt of HCAI's last Dispute decision. If Grantee fails to remit payment, HCAI may withhold the amount due from any future grant payments.

- 14. Grantee's Subcontractors: Nothing contained in this Agreement shall create any contractual relationship between the State and the Grantee or any 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 HCAI'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.

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

- 16. 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.

- 17. Use of Funds: The funding established pursuant to this act shall be utilized to expand behavioral health services. These funds shall not be used to supplant existing state or local funds to provide behavioral health services.

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

State Agency: Department of Health Care Access and Information	Grantee: [Grantee Name]
Section/Unit: Healthcare Workforce Development Division PECE Program	
Name: [HCAI Assigned Analyst] Program Officer	Name (Main Contact): [Project Representative] [Title]
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Address: [Grantee Address] [Program City, CA Zip code]
Phone: [Program Officer Phone Number]	Phone: [Grantee Phone Number]
Email: MHSAWET@HCAI.ca.gov	Email: [Grantee Email]

Direct all grant inquiries to:

State Agency: Department of Health Care Access and Information	Program Representative: [Program Name]
Section/Unit: Healthcare Workforce Development PECE Program	
Name: [HCAI Assigned Analyst] Program Officer	Name of Representative: [Program Representative] [Program Title]
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Address: [Program Address] [Program City, CA Zip Code]
Phone: [Program Officer Phone Number]	Phone: [Program Phone Number]
Email: MHSAWET@HCAI.ca.gov	Email: [Program Email]

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

DEPARTMENT OF HEALTH CARE
ACCESS AND INFORMATION

GRANTEE

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:
