



**Department of Health Care
Access and Information**

Social Work Education Capacity Expansion (SWECE)

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 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 Social Work Education Capacity Expansion (SWECE) Grant Program. 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 institutions to develop new Bachelor of Art in Social Work (BASW) and/or Master of Social Work (MSW) programs as well as to expand MSW programs that educate and prepare additional MSW students, including those that serve children and youth. These activities would include capacity to:

- Work on multi-disciplinary teams
- Work with underserved populations
- Reflect SWECE guiding principles in coursework and field placements

B. Purpose and Description of Services

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

1. Adding MSW student slots to an existing MSW program or creating a new program for BASW and/or MSW students.
2. Recruiting culturally and linguistically diverse BASW and MSW students that reflect the socio-demographic and other characteristics of underserved communities.
3. Providing education and training in how to deliver culturally competent and linguistically appropriate behavioral health care.
4. Increasing the number of hours BASW and MSW 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 or augmenting curriculum as necessary to incorporate SWECE 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 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:
 - i. Assessment
 - ii. Diagnosis
 - iii. Outcome identification
 - iv. Individualized planning
 - v. Coordination of care
6. Supporting MSW students to seek clinical licensure.
 7. Encouraging BASW and MSW graduates to work in organizations that serve underserved communities after completing educational requirements and receiving national certification.
 8. Enabling BASW and MSW students to train in settings in which public behavioral health services are provided.

C. 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 BASW and MSW programs to meet mental health occupation shortage needs. Awardees shall not use these funds to supplant existing funds.

State funding is available to support SWECE, which includes new BASW and/or MSW programs and expanded MSW 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 SWECE Program evaluation criteria and demonstrate a commitment to SWECE guiding principles.

1. New BASW and/or MSW Programs

Eligible programs may receive an award up to \$1,500,000.

2. Expand existing MSW Programs

Eligible programs may receive \$120,000 per filled first year position, with a maximum of 25 admissions.

D. Determining Eligibility

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

1. Is your university establishing a new BASW and/or MSW program?

If yes, you may apply for funding as a new BASW and/or MSW program. You are required, as part of your application to seek accreditation from the Council on Social Work Education (CSWE).

2. Is your university expanding an existing MSW program?

If yes, you must already be accredited by the CSWE, and your field placements must be located in California.

E. Funding Categories

1. **New BASW and/or MSW Programs**

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

Phases	Phase Description
Phase A	Letter of Accreditation Application
Phase B	Fiscal Plan
Phase C	Timeline in place
Phase D	Field Placement Sites Recruited
Phase E	Curriculum Development
Phase F	Faculty Recruitment

2. **MSW Expansion Programs**

Funding to support a MSW program that is permanently expanding the number of MSW student educational positions through up to state fiscal year (FY) 2026-27. MSW education can take up to three years per cohort.

F. Grant Questions and Answers

You can find answers to most questions in this Grant Guide. If you have any questions related to the intent or interpretation of grant language, email BHPrograms@HCAI.ca.gov.

G. Initiating an Application

1. By submitting an application, you and your organization agree to the grant terms and conditions specified in this Grant Guide.
2. 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 Attachments C and D: Sample Grant Agreements.
3. If your program requires approval to contract from a coordinating authority, you must inform the authority of the terms and conditions contained in this Grant Guide. HCAI considers that the submission of an application implies express acceptance of the terms. All applicants must agree to the terms and conditions prior to receiving funds. HCAI will not make changes to the terms and conditions specified in this Grant Guide.
4. 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.
5. Applicants must submit their applications by **October 28, 2022**, through the web based SWECE Application located at [SWECE Applications 2022](#).
6. Applicants must submit a sustainability letter that indicates the number of BASW and/or MSW students the program is permanently adding. See Attachment B "Sample Program Sustainability Letter."
7. 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.
8. 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.
9. 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.

H. Budget Restrictions

The Grantee shall not use these SWECE Grant Program funds to supplant existing state or local funds.

Indirect costs are not provided for the SWECE Grant Program.

I. Evaluation and Scoring Procedures

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: Evaluation Criteria for SWECE Grant Program. 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: Evaluation Criteria for SWECE Grant Program. HCAI also intends for the SWECE Grant Program to support a geographic distribution in California. Applicants seeking to support geographic regions not addressed by other scored applications may receive preference.

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

J. Grant Deliverables and Payment Provisions

1. 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 social work 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:

Phases	Phase Description
Phase A	Letter of Accreditation Application
Phase B	Fiscal Plan
Phase C	Timeline in place
Phase D	Field Placement Sites Recruited
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.

2. Post Award and Payment Provisions for MSW Program Expansion Funding

- Grantees will enter into grant agreements expiring on June 30, 2027, or earlier.
- HCAI does not allow indirect costs.
- HCAI makes payments annually on arrears upon receipt of the annual program report, expenditure documentation, and verification of increased MSW student positions.
- HCAI will release the first annual payment upon receipt of proof the program has CSWE accreditation. Any new awards will rescind previous awards/grant agreements.

3. Post Award and Payment Provisions for New BASW and/or MSW Program Funding

- Grantees will enter into grant agreements expiring on June 30, 2025.
- New BASW and MSW Programs that have not received CSWE accreditation by the end of the grant term will not receive funds.

- HCAI will release the first payment (25 percent of grant award) upon completion of Phase A with proof of application seeking CSWE accreditation.
- HCAI will release the second payment (25 percent of grant award) upon completion of Phases B and C, the fiscal plan and timeline.
- 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.
- New BASW and MSW Programs accredited and approved at time of award must submit proof of expenditures to receive payment.
- Any new awards will rescind previous awards/grant agreements.

K. Resources

For information about the webinars and to view all available resources, see <https://hcai.ca.gov/loans-scholarships-grants/grants/bhp/>.

L. Key Dates

The key dates for the program year are:

Key Events	Dates and Times
Application opens	August 29, 2022, at 3:00 p.m.
Technical Assistance Webinar	September 8, at 11:00 a.m.
Application closes	October 28, 2022, at 3:00 p.m.
Notice sent to awardees	November 29, 2022
Grant terms: New MSW Programs MSW Expansion Programs	Proposed term date: January 27, 2023 - June 30, 2025 January 27, 2023 - June 30, 2027

M. Application Components

A submitted application must contain all information and conform to the format described in this Grant Guide and the online grant application, at [SWECE Applications 2022](#).

The SWECE Application gathers information that HCAI will use to evaluate the merits of applying education seeking funds to create new BASW and/or MSW programs or expand existing MSW programs. The application seeks information that includes, but

is not limited to, the number of current or proposed MSW 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.

SWECE grant applications must include a copy of the CSWE accreditation letter for current MSW programs. Applications for grant funds to support establishing a new BASW and/or MSW program must include a copy of their letter to CSWE notifying them of their intention to request accreditation of a new BASW and/or MSW program.

Applications seeking expansion of an existing MSW program must also include a letter from the University administration to sustain the new slots. See Attachment B: Sample SWECE Program Sustainability Letter.

N. Department Contact

For questions related to the SWECE Program application, please email HCAI staff at BHPrograms@HCAI.ca.gov.

Thank you!

We thank you for your interest in applying for the SWECE Program and for your continued efforts in supporting those who are educating BASW and/or MSW students to serve in underserved communities.

Attachment A: Evaluation Criteria for SWECE Grant Program

MSW Expansion Program

	ELEMENT	SCORING METHODOLOGY	MAX
1.	Provide the percent of Medi-Cal threshold languages spoken by clients served by the agency.	20 points–if client language is 35% or more 10 points–if client language is between 10% and 34% 0 points–if client language is less than 10%	20
2.	Location(s) in underserved communities based on HPSA severity scores	10 points– Average Mental Health HPSA score equal to or 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 4	10
3.	Proportion of children and adolescents served by the agency	10 points–children and youth make up 25% or more of total client population 5 points–children and youth make up 10% to 24% of total client population 0 points–children and youth make up less than 10%	10
4.	Facilities in rural areas	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
7.	Strategies to recruit and support employees from underrepresented communities	20 points: The applicant identifies 4 strategies 15 points: The applicant identifies 3 strategies 10 points: The applicant identifies 2 strategies 5 points: The applicant identifies 1 strategy 0 points: The applicant does not identify any strategies	20
8.	Strategies to promote student success	20 points: The applicant identifies 4 strategies 15 points: The applicant identifies 3 strategies 10 points: The applicant identifies 2 strategies 5 points: The applicant identifies 1 strategy 0 points: The applicant does not identify any strategies	20
9.	Workforce in Areas of Unmet Need Strategies	15 points: The applicant identifies 5 or more strategies 10 points: The applicant identifies 3-4 strategies 5 points: The applicant identifies 1-2 strategies 0 points: The applicant does not any strategies	15
10.	Strategies to implement culturally responsive care training into the program’s curriculum	15 points: The applicant identifies 5 or more strategies 10 points: The applicant identifies 3-4 strategies 5 points: The applicant identifies 1-2 strategies 0 points: The applicant does not any strategies	15
Mximum points:			140

New MSW/BASW Program

	ELEMENT	SCORING METHODOLOGY	MAX
1.	How many MSW/BASW students would your new program accommodate?	5 points - 1-11 students 10 points - 12 to 23 students 15 points - 24 to 35 students 20 points - 36 to 47 students 25 points - 48 to 59 students 30 points - 60+ students	30
2.	Strategies to recruit and support students from underrepresented communities	0 points: The applicant does not identify any strategies 5 points: The applicant identifies 1 strategy 10 points: The applicant identifies 2 strategies 15 points: The applicant identifies 3 strategies 20 points: The applicant identifies 4 strategies	20
3.	Strategies to promote student success	0 points: The applicant does not identify any strategies 5 points: The applicant identifies 1 strategy 10 points: The applicant identifies 2 strategies 15 points: The applicant identifies 3 strategies 20 points: The applicant identifies 4 strategies	20
4.	Workforce in Areas of Unmet Need Strategies (MSW Only)	0 points: The applicant does not any strategies 5 points: The applicant identifies 1-2 strategies 10 points: The applicant identifies 3-4 strategies 15 points: The applicant identifies 5 or more strategies	15
5.	Strategies to implement culturally responsive care training into the program's curriculum	0 points: The applicant does not any strategies 5 points: The applicant identifies 1-2 strategies 10 points: The applicant identifies 3-4 strategies 15 points: The applicant identifies 5 or more strategies	15
Mximum points:			100 (MSW) 85 (BSW)

Attachment B: Sample SWECE Program Sustainability Letter

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

Re: [REDACTED] Grant Application

Dear Sir or Madam:

I am writing to affirm the sustainability of the [REDACTED] grant application to expand [REDACTED] education. This five-year proposal is for an educational [REDACTED] program designed to recruit, support, educate, and train [REDACTED] 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 [REDACTED] 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 [REDACTED] 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 [REDACTED] program at [REDACTED] has exemplified a firm dedication to the core values [REDACTED] through:

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

The [REDACTED] is deeply committed to the continuous quality improvement of our [REDACTED] 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 [REDACTED] 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 SWECE MSW 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 Master of Social Work (MSW) 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 behavioral 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 MSW training programs is a priority strategy.

WHEREAS, the MSW training programs will develop and implement strategies to increase educational capacity that align with Social Work Education Capacity Expansion (SWECE) Program 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 SWECE 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 SWECE Program, by submitting an application in accordance with the SWECE MSW 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. "Chief Deputy Director" means the Chief Deputy Director of HCAI or his/her designee.
4. "Educational Institution" means the Grantee.
5. "Grant Agreement/Grant Number" means Grant Number [Grant Agreement Number] awarded to Grantee.
6. "Grantee" means the fiscally responsible entity in charge of administering the Grant Funds and includes the Program identified on the Application.
7. "Grant Funds" means the money provided by HCAI for the Project described by Grantee in its Application and Scope of Work.
8. "Program" means the Grantee's MSW training program(s) listed on the Application.

9. "Program Director" means the Director of Grantee's training program(s) for which grant funds are being awarded.
10. "Project" means the activity described in the Application and Scope of Work to be accomplished with the Grant Funds.
11. "State" means the State of California and includes all its Departments, Agencies, Committees and Commissions.

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 K 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 MSW 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 MSWs.
 - c. Implement outreach and recruitment activities to MSW 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 MSW students who can meet diversity needs consistent with SWECE guiding principles.
 - e. Ensure that the MSW students perform part, if not all, of their field placement(s) in underserved communities in California. The Grantee shall encourage individuals who successfully complete training and certification as a MSW to work in underserved communities.
 - f. Ensure that MSW 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 MSW 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 MSW 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 SWECE MSW Program Report instructions.

Report	Reporting Period	Report Due Date
PrograReport 1	January 27, 2023 – June 30, 2023	July 31, 2023
PrograReport 2	July 1, 2023 – June 30, 2024	July 31, 2024
PrograReport 3	July 1, 2024 – June 30, 2025	July 31, 2025
PrograReport 4	July 1, 2025 – June 30, 2026	July 31, 2026
PrograReport 5	July 1, 2026 – June 30, 2027	July 31, 2027

- 2. Under the direction of the Program Director, use Grant Funds to provide MSW training for [number of participants] for up to a [number of years] cycle beginning July 1, 2023, and ending June 30, 2027. Each MSW 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 MSW students.
 - b. Develop or augment curriculum and teaching method(s) that are consistent with the SWECE guiding principles and which ensures that the MSW 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 SWECE 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 MSW student admissions.
4. Program reports shall include the names of the MSW students trained under this Agreement, certifying that each MSW 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]						
MSW Student Financial Support	N/A					
Recruit/Retain Field Placements						
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.

Educational 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 MSW students under the Agreement must be submitted as requested by 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, 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, 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.

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.

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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.

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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.

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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 K, 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.

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- L. 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 SWECE 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: BHPrograms@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 SWECE 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: BHPrograms@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:

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Attachment D: Sample SWECE New BASW and/or MSW 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 Bachelors of Arts Social Work (BASW) and/or Masters of Social Work (MSW) 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 behavioral 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 BASW and MSW training programs is a priority strategy.

WHEREAS, the BASW and MSW training programs will develop and implement strategies to increase educational capacity to create new programs that align with Social Work Education Expansion Capacity (SWECE) Program 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 SWECE 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 SWECE Program, by submitting an application in accordance with the SWECE BASW/MSW 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. "Chief Deputy Director" means the Chief Deputy Director of HCAI or his/her designee.
4. "Educational Institution" means the Grantee.
5. "Grant Agreement/Grant Number" means Grant Number [Grant Agreement Number] awarded to Grantee.
6. "Grantee" means the fiscally responsible entity in charge of administering the Grant Funds and includes the Program identified on the Application.
7. "Grant Funds" means the money provided by HCAI for the Project described by Grantee in its Application and Scope of Work.

8. "Program" means the Grantee's BASW and/or MSW program listed on the Application.
9. "Program Director" means the Director of Grantee's training program(s) for which grant funds are being awarded.
10. "Project" means the activity described in the Application and Scope of Work to be accomplished with the Grant Funds.
11. "State" means the State of California and includes all its Departments, Agencies, Committees and Commissions.

- 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 K 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 BASW and/or MSW program.
 2. Under the direction of the Program Director, use Grant Funds to develop a new BASW and/or MSW program that serves undergraduate and/or graduate students.
 3. The Grantee agrees to provide to HCAI expanded capacity through a new BASW and/or MSW 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 BASW/MSW students, and number of hours the students spend in publicly funded settings serving children and youth and their caregivers and/or adults with or at risk of serious mental illness and/or substance use disorders.
 - b. Develop or revise a curriculum and teaching method(s) that is consistent with SWECE guiding principles, and which ensures that BASW/MSW 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 CSWE accreditation in the sequence listed and submit documentation to HCAI for each completed phase.
- a. Submit CSWE accreditation application documentation.
 - b. A fiscal plan, including identified funding streams, that reflects the consultant, staff, faculty, facility and/or other associated costs.
 - c. An accreditation timeline that describes the planned schedule for accreditation and approval phases listed here.
 - d. Recruited California-based field placements located in and/or serving underserved communities at which BASW/MSW students will train over the course of their education.
 - e. BASW/MSW program design and curriculum development consistent CSWE accreditation requirements.
 - f. Recruited and developed BASW/MSW 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 program.
 - g. BASW and/or MSW program accreditation in the form of CSWE approved accreditation letter.

5. Provide HCAI with outcomes on an annual basis, as specified in the SWECE MSW Program Report instructions.

Report	Reporting Period	Report Due Date
PrograReport 1	January 27, 2023 – June 30, 2023	July 31, 2023
PrograReport 2	July 1, 2023 – June 30, 2024	July 31, 2024
PrograReport 3	July 1, 2024 – June 30, 2025	July 31, 2025

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 SWECE Program Reports, using the online forms that HCAI provides.

Reporting requirements		
Phases	Phase Description	Report Detail
Phase A	Letter of Accreditation Application	For first advanced payment, provide copy of CSWE acknowledgement letter of accreditation application.
Phase B Phase C	Fiscal Plan Timeline in place	Provide documents demonstrating completion of Phases B and C.
Phase D Phase E Phase F	Field Placement Sites Recruited Curriculum Development Faculty Recruitment	For balance of funds up to the amount of allowable expenses, provide documents demonstrating (a) completion of Phases D through F and (b) all allowable expenses.

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 Sections C and D, and 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 BASW/MSW students trained under this Agreement, certifying that each BASW/MSW 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.

F. Budget Detail and Payment Provisions:

a. 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 ovisions		
Phases	Phase Description	Report Detail
Phase A	Letter of Accreditation Application	Twenty-five percent (25%) payable within 60 days of their full award after execution of this Agreement.
Phase B Phase C	Fiscal Plan Timeline in place	Twenty-five percent (25%) payable upon completion of Phases B and C.
Phase D Phase E Phase F	Field Placement Sites Recruited Curriculum Developmen 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.
Total		100% of reimbursable expenses

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 Education 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.

Education 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 BASW/MSW students under the Agreement must be submitted as requested by HCAI for purposes of program administration, evaluation, or review.
 3. Records Retention and Audit:
 - a. The Education 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 Education 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 Education 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 Education 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 Education 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 Education Institution until disposition of such appeals, litigation, claims, or exceptions.

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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, 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, 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.

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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.
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 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.
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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 K, 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.

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- L. 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 SWECE 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: BHPrograms@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 SWECE 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: BHPrograms@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:

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