



**Certified Wellness Coach
Employer Support Grant Program**

**For Fiscal Year 2024-25
Grant Guide**

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 this sample grant agreement.

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Section 1: Certified Wellness Coach Employer Support Grant Information

A. Background and Mission

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

Competitive proposals will demonstrate a commitment to the Certified Wellness Coach Employer Support (CWCES) Grant Program goals. This grant opportunity will result in eighteen-month grant agreements with educational institutions and school-based and -linked health and behavioral health agencies.

B. Purpose and Description of Service

The purpose of the Certified Wellness Coach (CWC) Employer Support Grant Program is to assist Certified Wellness Coach employers to recruit and employ these personnel. The target organizations are educational institutions and school-based and school-linked health and behavioral health agencies. Grant funds will assist employers to develop the capacity to employ this new profession, including but not limited to:

- 1. Certified Wellness Coach Employee:** \$69,500.00 per CWC I and \$82,550.00 per CWC II (for 10 months of full-time employment).
- 2. Certified Wellness Coach Intern Stipend:** \$6,000.00 for 200 – 400 hours per CWC I and \$9,000 for 200 – 500 hours per CWC II.
- 3. Certified Wellness Coach Employee Supervision:** \$6,250 per Certified Wellness Coach employees.
- 4. Certified Wellness Coach Intern Supervision:** Up to \$3,000 per intern, providing minimum of 2-5 hours of direct supervision for the duration of the internship period.
- 5. Indirect costs:** Up to 10% of total direct costs

C. Eligible Applicants and Available Funding

1. Eligible Applicants

Public and non-profit organizations (as defined under IRS tax code Section 501(c)(3)), including:

- Local Education Agencies
- County Offices of Education
- School-Based Early Education Agencies

- School-Based and School-Linked Community-Based Organizations. This includes mental health and/or substance use disorder services exclusively or in combination with health and/or other services.

Each applying Local Education Agency must collaborate with their County Office of Education, including a determination as to which organization is taking the lead for that jurisdiction. Proof in the form of a letter documenting this partnership is required as part of the application.

2. Qualified Grant-Supported Positions

- a. A California State Certified Wellness Coach, including those with “Registered” designations.
- b. Pupil Personnel Services (PPS) credentialed individuals, licensed clinicians and personnel trained to supervise individuals providing primary and early intervention behavioral health services.

3. Eligibility Requirements

- a. Capacity to bill Medi-Cal, including the ability, willingness, and readiness to adopt the Children and Youth Behavioral Health Initiative Multi-Payer Fee Schedule which will be implemented in phases starting in January of 2024, with all Local Education Agencies (LEAs) and public higher education campuses being eligible to adopt the fee schedule in January of 2025.
- b. Ability to support Certified Wellness Coach personnel after this grant expires. Applicants will be required to submit a letter of sustainability as a part of this application.

4. Available Funding

- a. Approximately **\$120 million** is available to support the Certified Wellness Coach Employer Support Grant Program. In the event there is additional funding available, HCAI has the discretion to make additional/increased awards.
- b. Funding requests will be capped at \$12 million per awardee unless additional funds become available.
- c. HCAI may award full, partial, or no funding to an applicant based on the applicant’s criteria score and the amount of available funds.
- d. **Please note:** Final grant amounts will depend on the number of eligible applications received, and their individual review and scoring.

D. Initiating an Application

1. The applicant is responsible for providing all necessary information and ensuring that the information contained in the application is complete and accurate. HCAI may reject an application that contains omissions, inaccuracies, and/or misstatements.
2. HCAI may reject an application if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. HCAI may reject any or all applications and may waive an immaterial deviation in an application. HCAI's waiver of an immaterial deviation shall in no way modify the Grant Guide or excuse the applicant from full compliance with all requirements if awarded the agreement.
3. An individual authorized to represent the organization shall complete the Certified Wellness Coach Employer Support Grant Program Application.
4. HCAI may modify this Grant Guide prior to the final application submission deadline by issuing an addendum at: <https://hcai.ca.gov/workforce/initiatives/certified-wellness-coach/>.
5. HCAI considers that the submission of an application implies express acceptance of the terms. All applicants must agree to the terms and conditions outlined in Attachment 1: Sample Grant Agreement before receiving funds.
6. Awardees must sign and submit grant agreements by the HCAI due date. If Awardee fails to sign and return the grant agreement by the due date, it may result in loss of award.
7. If, upon reviewing all deliverables, HCAI finds that the Grantee has not met all requirements and/or expended all funds, HCAI will request the remittance of funds from the Grantee.
8. The Public Records Act shall apply to all grant deliverables, including applications, reports, and supporting documentation.
9. HCAI shall not consider any oral understanding or agreement to be binding on either party.

E. Application Components

When completing HCAI's Certified Wellness Coach Employer Support Grant Program Application provide information for programs to implement, relationship to other organizations, complete a proposed budget, and project the number of Wellness Coach as interns and/or employees at your site(s).

F. Budget Conditions

An applicant may request the distribution of grant funding in Fiscal Year 2024-25 of the grant agreement. Please review the budget category limitations in **Attachment B: Sample Grant Agreement, Section C. Budget Detail.**

HCAI will allow up to ten percent (10%) of the total direct costs to use for costs indirectly attributed to the completion of the program which can include but not limited to, utilities, rent, equipment, and administrative service/payroll staff.

Program Category	Funding Amount
Certified Wellness Coach Employees	Up to \$69,500 per CWC I Up to \$82,550 per CWC II
Certified Wellness Coach Intern Stipend	Up to \$6,000 per CWC I Up to \$9,000 per CWC II
Certified Wellness Coach Employee Supervision*	Up to \$6,250 per CWC Employee
Certified Wellness Coach Intern Supervision*	Up to \$3,000 per individual
Indirect Costs	Not to exceed 10% of direct costs

G. Key Dates

The key dates for the program year are as follows:

Event	Date	Time
Application Available	January 16, 2024	3:00 p.m.
Informational Webinar	January 23, 2024	1:00 p.m.
Deadline to Submit Application	March 15, 2024	3:00 p.m.
HCAI Posts Notice of Awards	May 2024	N/A
Grant Agreement Start Date	August 31, 2024	N/A

H. Award procedures

At the time of application closing, HCAI will review each application for the required information. HCAI will make final selections using the Evaluation and Scoring Criteria described in Attachment A. HCAI also intends for Certified Wellness Coach providers to support a geographic distribution in California. Applicants seeking to support geographic regions not addressed by other similarly scored applications may receive preference. Once HCAI makes the final selections, HCAI will announce awardees by May 2024.

I. Grant Agreement Deliverables

The Grantee shall submit reports and complete the web-based bi-annual Certified Wellness Coach Employer Support Budget and Activities Reports in accordance with the following schedule:

Deliverables	Due Date
FY 2024-25 #1 CWC Employer Support Grant Program Budget and Activities Report #1	March 1, 2025
FY 2024-25 CWC Employer Support Grant Program Budget and Activities Report #2	September 1, 2025
FY 2025-26 CWC Employer Support Grant Program Budget and Activities Report #3	March 1, 2026

J. Post Award and Payment Provisions

1. HCAI expects the Grantee will begin performing grant agreement activities on or about September 1, 2024. Grantee shall not begin any work until the grant agreement has been signed and executed.
2. Grantees will enter into agreements expiring on March 1, 2026.
3. A single payment equaling twenty-five percent (25%) of the grant award will be made upon execution of the grant agreement.
4. HCAI makes payments in arrears upon receipt of bi-annual budget and activities report and expenditure documentation.
5. Grantee shall complete all activities under the grant agreement on or before the termination date of the grant agreement.
6. HCAI will evaluate if the Grantee meets its deliverables.
7. HCAI reserves the right to cancel the grant agreement should the deliverables not meet HCAI's expectations.

K. Grantee Organizations and the Media

As a state department, HCAI is responsible for what it releases to the public and is required to provide information to anyone who requests it under the California Public Records Act. HCAI's Director's Office reviews all information for accuracy, risk, relevancy, and other factors. The office also coordinates timing for all HCAI news and press engagements in conjunction with other news coming out from the California Health and Human Services Agency (CalHHS) and the Governor's Office. Grantee organizations need to take this into consideration when preparing media statements or press releases about its programs. If an entity is engaging with the media to promote its grant award

and/or program activities, there are important steps to follow:

- All grantee organizations **are required** to submit press releases for review by HCAI at a minimum of **two weeks in advance** of the intended publication date for review and approval.
- Grantee organizations understand that portions, or the entirety, of its press release may be used by HCAI, CalHHS or the Governor's Office and **may be changed without notice to the grantee**.
- If HCAI, CalHHS or the Governor's Office issues a press release or statement about an award the grantee received, but does not use the awarded organization's press announcement, the awardee may issue its release **after** HCAI, CalHHS or the Governor's Office issues a statement. **The release must still be reviewed by HCAI before release.**
- For some grants or programs, a pre-approved press release template may be developed in a tool kit for the program, which may reduce the review/approval time by HCAI. (This does not apply to all grants.)

Grantee organizations should stay in close contact with grant managers and provide any detailed plans related to news media engagement.

L. Contact Us

For questions related to the Certified Wellness Coach Employer Support Grant Program, please email HCAI staff at WellnessCoach@hcai.ca.gov.

Section 2: eApp Technical Guide

A. Provider eApp Technical Guide

1. Accessing the Application System

HCAI uses the eApp to allow organizations to submit applications. This Grant Guide contains information you need to complete and submit an application in the eApp.

To access the eApp, go to <https://funding.hcai.ca.gov/>. To ensure proper functionality in the eApp, use Chrome or Microsoft Edge, as Internet Explorer is no longer supported.

2. Registration and Login

All applicants must register in the eApp system before beginning an application. To register as a new user, click the “Create Account” button on the home page and follow the instructions.

After submitting your email address and creating a password, you will receive an email with an account activation link. Click the link in the email to return to the eApp and complete your User Profile. After your User Profile is complete, navigate to the “Apply Here” tab to begin your application. HCAI will not consider hard copy applications or applications received after the application deadline.

3. Submitting an Application

- By submitting the application, you agree to the grant Terms and Conditions.
- HCAI will not consider late and/or incomplete applications. For more detailed information, refer to Section I: Key Dates in this Grant Guide.
- Once you click the “Submit” button, you **cannot** go back to revise the application.
- The eApp will email you a confirmation of submission.

4. Certified Wellness Coach Employer Support Grant Program Application Components

A submitted application must contain all required information and conform to the Grant Guide format.

The Certified Wellness Coach Employer Support Grant Program application has **five** sections for applicants to fill out:

1. Certified Wellness Coach Information
2. Sites
3. Budget
4. Required Documents
 - **Ensure you use an acceptable file format, or your application may be rejected. Examples of acceptable file formats are .jpg, .doc, .docx, and .pdf.**
5. Grant Agreement Signatory

Attachment A: Scoring Criteria and Methodology

Criteria	Scoring Methodology	Maximum Points Possible
Workforce and Community Impact	<p>Applicants will provide the total number of Certified Wellness Coaches (CWCs) they will employ, number of schools/locations they will offer services at (collectively), and address for each location.</p> <p>1 point per CWCI or CWCII, max 40 points per applicant</p>	40 points max
Service to Title I Schools and/or Head Start Programs	<p>Percentage of schools/locations served that are Title I and/or Head Start</p> <p>Equal to or greater than 50% = 10 points</p> <p>Less than 50% = 0 points</p>	10 points max
Language	<p>5 points per CA Statewide Medi-Cal Threshold Language current staff speak/offer services in across all locations for each applicant.</p> <p>Up to 5 points if current staff speak/offer services in any Tribal/ Indigenous Language across all locations for each applicant.</p> <p>Up to 5 points if current staff speak/offer services in any Sign Language across all locations for each applicant.</p> <p>Max of 30 points per applicant for all languages combined.</p>	30 points max
DEI Readiness Score	<p>Applicant currently provides behavioral health services or indicates that they intend to provide behavioral health services to LGBTQIA+ persons and/or persons with disabilities.</p> <p>Up to 5 points per group the applicant demonstrates partial or full readiness to provide services for. Partial points awarded on a year-for-year basis. Up to 10 points total for this criterion.</p> <p>Already provides services = 5 points</p> <p>Will provide services in less than 1 year = 4 points</p> <p>Will provide services in more than 1 year, but less than 2 years = 3 points</p> <p>Will provide services in more than 2 years, but less than 5 years = 2 points</p> <p>Will provide services more than 5 years = 1 point</p> <p>No current plan/ timeline to provide services = 0 points</p>	10 points max
Total Points Possible		90 points max

Attachment B: Sample Grant Agreement

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

GRANT AGREEMENT NUMBER **[GRANT AGREEMENT NUMBER]**

THIS GRANT AGREEMENT (“Agreement”) is entered into on **[Grant Start Date]** by and between the State of California, Department of Health Care Access and Information (hereinafter “HCAI”) and **[Grantee Name]** (hereinafter “Grantee”).

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

WHEREAS, the State Budget Act of 2021 appropriated funds for HCAI to create and establish a new certified profession called the Certified Wellness Coach (CWC) to provide prevention and early intervention behavioral health services to children and youth ages 0 – 25.

WHEREAS, the vision of the Department of Health Care Access and Information (HCAI) is a healthier California where all receive equitable, affordable, and quality health care.

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

- Provide care that is child- and youth-centered, with a priority on primary prevention and early intervention.
- Ensure culturally diverse communities are served.
- Ensure capacity for racial inclusiveness, cultural humility and responsiveness, 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 behavioral health conditions.
- 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 education, health care and other child-serving settings.

- Work collaboratively to deliver individualized, strengths-based, and consumer- and family-driven services.
- Promote inter-professional care by working across disciplines.
- Promote interagency services that include school-based early childhood education, pre-K through twelfth-grade educational organizations, and public and non-profit agencies with health and or behavioral health agencies and other child- and youth-serving agencies.

WHEREAS, the Grantee will provide ongoing staff support to coordinate and administer grant-funded activities.

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

Definitions

1. "Agreement Funds" means the money provided by HCAI for the Program described by Grantee in the Scope of Work/Deliverables contained herein.
2. "Caregivers" means adoptive parents and their partners, foster parents and their partners, grandparents and their partners who are now or have in the past been the primary caregiver for a child, youth, or adolescent with a mental health challenge who accessed mental health services.
3. "Certified Wellness Coach" (CWC) means a new, certified position that is being created as part of the state's Children and Youth Behavioral Health Initiative to increase the state's overall capacity to support the growing behavioral health needs of children and youth. It is designed to help build a larger and more diverse behavioral health workforce in California that has the training and supervision needed to engage directly with young people where they live, study, and work. This may also refer to Certified Wellness Coaches with a "Registered" designation.
4. "Certified Wellness Coach Intern" means a Certified Wellness Coach that is brought on by an organization for a limited period of time to gain additional field experience.
5. "Chief Deputy Director" is defined as the Chief Deputy Director of HCAI or their designee.
6. "Culturally Diverse Communities" mean communities of different diversity dimensions including race/ethnicity, gender, sexual orientation/identity, socio-economic status, age, religion, physical and/or mental/neurological abilities, language, geographical location (i.e., urban/rural), veteran, and/or other pertinent characteristics.

7. “Deputy Director” means the Deputy Director of the Office of Health Workforce Development (OHWD) or their designee.
8. “Early Childhood Education” means early childhood school-based education centers that, among other activities, engage students in learning and development.
9. “Family Member” means siblings, and their partners, kinship caregivers, friends, and others as defined by the family who is now or was in the past the primary caregiver for a child, youth, adolescent, or adult with a mental health challenge who accessed mental health services.
10. “Grant Agreement Number” means Agreement Number [**Grant Agreement Number**] awarded to Grantee.
11. “Grantee” means the fiscally responsible entity in charge of administering the Agreement Funds and includes entities/organizations identified on the Agreement Scope of Work/Deliverables.
12. “Health Professional Shortage Area” means an area designated as such by the U.S. Department of Health and Human Services, Health Resources and Service Administration, Bureau of Health Professions’ Shortage Designation Branch.
13. “Inappropriately Served” means populations that are not being provided appropriate culturally responsive and/or culturally appropriate services and are providing services often inconsistent with evidence-based and/or community-identified practices.
14. “Indirect Costs” means costs indirectly attributed to the completion of the program services which can include, but not limited to, utilities, rent, equipment, mentoring, worksite placement, monitoring Certified Wellness Coach work and training activities, and administrative service/payroll staff.
15. “Lived Experience” means individuals with or at risk of behavioral health conditions and parents and caretakers of these individuals.
16. “Parents” means biological and adoptive parents and their partners, who are now or have in the past been the primary caregiver for a child, youth, or adolescent with a mental health challenge who accessed mental health services.
17. “Primary Care Outcome” means outcome measure reflecting the impact of the intervention on the health status of patients.
18. “Program” means the activity described in the Grantee’s Scope of Work that the Grantee will accomplish with the Agreement Funds.
19. “Program Manager” means the individual employed by HCAI to manage the grant program.

20. "Program Representative" means the individual representative of the Grantee for this Agreement.
21. "School" means an organization that provides instruction, such as an institution for teaching of children, including public, charter, and private non-profit schools.
22. "Staff" means a group of people who work, either part-time or full-time, for an organization.
23. "State" means the State of California and includes all its Departments, Agencies, Committees and Commissions.
24. "Stipend" means compensation that is paid to Certified Wellness Coaches for services rendered, other work, or while they receive training.
25. "Underrepresented groups" means populations including, but not limited to:
 - Persons with lived experience
 - Economically/environmentally disadvantaged
 - First generation college students
 - Those residing in health professional shortage areas (HPSA)
 - Those who are, or at risk of, justice system involvement, experienced homelessness, child welfare involvement (including foster care)

Term of the Agreement

This Agreement shall take effect on August 31, 2024, and shall terminate on March 1, 2026.

Scope of Work and Deliverables

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

Scope of Work:

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

- **Certified Wellness Coach Employees:** Provide funding to Certified Wellness Coaches already employed and providing services at an eligible organization. The Grantee shall determine the award amount and awardee must be employed full-time for a minimum of 10 months.

Total Certified Wellness Coach I: # _____

Total Budget: \$ _____

Total Certified Wellness Coach II: # _____

Total Budget: \$ _____

- **Certified Wellness Coach Intern Stipend:** Provide funding directly to Certified Wellness Coaches for a limited period of time to gain additional field experience. Awardee shall agree to an internship period of 200 – 400 hours for CWC I and 200 – 500 hours for CWC II.

Total Certified Wellness Coach I Intern: # _____

Total Budget: \$ _____

Total Certified Wellness Coach II Intern: # _____

Total Budget: \$ _____

- **Certified Wellness Coach Employee Supervision:** Provide funding to individuals who work within a qualifying organization in a supervisory capacity, directly supervising Certified Wellness Coaches employees.

Total Participants: # _____

Total Budget: \$ _____

- **Certified Wellness Coach Intern Supervision:** Provide funding to individuals who work within a qualifying organization in a supervisory capacity, directly supervising Certified Wellness Coach interns. Awardee must provide a minimum of 2 – 5 hours of direct supervision per week for the duration of the internship period.

Total Participants: # _____

Total Budget: \$ _____

- **Indirect Costs:** Costs indirectly attributed to the completion of the program services which can include, but not limited to, utilities, rent, equipment, and administrative service/payroll staff.

Total Budget: \$ _____

Budget Restrictions

1. The Grantee shall complete an online Activities Report that demonstrates bi-annual outcomes of activities performed. The Grantee will use this tool to inform HCAI on who was awarded, pipeline-related activities, and retention best practices.
2. Grantee will submit deliverables, including bi-annual Budget and Activities Reports, using the online forms that HCAI provides.

Deliverables	Due Date
FY 2024-25 #1 CWC Employer Support Grant Program Budget and Activities Report #1	March 1, 2025
FY 2024-25 CWC Employer Support Grant Program Budget and Activities Report #2	September 1, 2025
FY 2025-26 CWC Employer Support Grant Program Budget and Activities Report #3	March 1, 2026

3. The Grantee shall comply with the following additional conditions:
 - a. Payments of Agreement Funds shall be contingent on the on-time submission of Deliverables outlined in section 2 above.
 - b. Grantee shall begin performance of this Agreement on the date the Agreement is executed.
 - c. HCAI will provide technical assistance to the Grantee to finalize Deliverables described in section 2 above. The parties shall complete all Deliverables on or before March 1, 2026.
 - d. The Grantee shall be responsible for the performance of all tasks and Deliverables specified in paragraph 2 above.
 - e. HCAI may monitor the Grantee activities and progress by attending and or convening local or statewide grantee meetings and reviewing bi-annual Activities Reports submitted by the Grantee. HCAI reserves the right to require the Grantee to submit additional reports or documentation to evaluate the Program and performance of the Deliverables during the term of the Agreement.
 - f. HCAI reserves the right to withhold funding until Grantee complies with the terms of this Agreement.
 - g. Grantee may submit any revisions to their Scope of Work and Deliverables (Agreement Section D) to HCAI for review and approval before March 1, 2026. Such revisions to the Budget and Participant Information shall conform with the requirements in paragraph 10 of Section J.

Budget Detail

1. The funding request by a grantee shall not exceed \$12,000,000.00 unless additional funds become available.
2. Grantee shall expend the Agreement Funds in accordance with the Budget provided in the Grantee’s application. The funds provided under this Agreement shall be the funds provided in FY 2024-25, which shall cover the costs of activities under Section C, “Scope of Work and Deliverables,” including administrative costs. Agreement Funds shall not be commingled with any of Grantee’s other funds.

Budget and Participant Information

Program Category	Funding Amount
Certified Wellness Coach Employees (including those with Registered designation)	\$69,500 per CWC I \$82,550 per CWC II
Certified Wellness Coach Intern Stipend	\$6,000 per CWC I \$9,000 per CWC II
Certified Wellness Coach Employee Supervision	\$6,250 per CWC Employee
Certified Wellness Coach Intern Supervision	\$3,000 per CWC Intern
Indirect Costs	Not to exceed 10% of direct costs

Invoicing and Payment

1. HCAI will make a single payment equaling twenty-five percent (25%) of the grant award upon execution of the grant agreement.
2. HCAI will release Agreement Funds bi-annually in arrears upon receipt of and approval of bi-annual Activity and Budget Reports.
3. The total amount payable to the Grantee under this Agreement shall not exceed **[Total Award Amount]**.
4. Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.
5. HCAI may request additional information upon reviewing the Deliverables.

Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for this grant program, this Agreement shall be of no further force and effect. In this event, HCAI shall have no liability to pay any funds whatsoever to Grantee or to furnish any other

considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.

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

Breach

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

Executive Order N-6-22-Russia Sanctions

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

General Terms and Conditions

1. **Timeliness:** Time is of the essence in this Agreement. The Grantee shall submit the required Deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and/or scheduling issues, to adhere to the terms of the Agreement, is the sole responsibility of the Grantee.
2. **Final Agreement:** This Agreement, along with the Grantee's application, attachments, and forms constitute the entire and final Agreement between the parties and supersedes any and all prior oral or written agreements or discussions. In the event of a conflict between the provisions of this Agreement and the Grantee's Application, exhibits and forms, the provisions of this Agreement shall prevail.
3. **Ownership and Public Records Act:** All reports and the supporting documentation and data collected during the funding period that are embodied in those reports, shall become the property of HCAI and subject to disclosure under the Public Records Act.
4. **Audits:** The Grantee agrees that HCAI, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review and to copy

any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three years after the final payment, unless a longer period of records retention is stipulated by the State. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

5. Provisions Relating to Data

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

6. Non-Discrimination Clause (See Cal. Code Regs., title 2, section 11105):
 - a. During the performance of this Agreement, Grantee and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - b. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and any regulations or standards adopted by HCAI to implement such article.
 - c. Grantee shall permit access by representatives of the Department of Fair Employment and Housing and HCAI upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or HCAI shall be required 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 breach. HCAI expressly reserves the right to disqualify the Grantee from any future grant awards for failure to comply with the terms of this Agreement.
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 arrangement not incorporated in this 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 from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Grantee in the performance of this Agreement.
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 dispute informally with the Program Manager. If unresolved, the dispute 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 written determination and shall respond 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: In addition to the Breach provisions above, HCAI may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner specified. Grantee shall return any unused Agreement Funds that were previously provided to Grantee as of the date of termination.
14. Grantee's Subcontractors: Nothing contained in this Agreement shall create any contractual relationship between the State and any subcontractor of the Grantee, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be fully responsible to the State for any and all acts

and omissions of its subcontractors and of persons either directly or indirectly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from State's obligation to disburse funds to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any money to any subcontractor.

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 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.

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Program Representatives

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

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

Direct all administrative inquiries to:

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

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

DEPARTMENT OF HEALTH CARE
ACCESS AND INFORMATION

GRANTEE: <<GRANTEE NAME>>

Signature:

Signature:

Name: _____

Name: _____

Title: Budget and Facilities Operations
Service Manager

Title: _____

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