

# Psychiatric Education Capacity Expansion (PECE) Program

Psychiatric Mental Health Nurse Practitioner (PMHNP) Training Program

> Grant Guide For Fiscal Year 2023-24

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

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## A. Background and Mission

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

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

- 1. Work on multidisciplinary teams
- 2. Work with underserved communities
- 3. Reflect PECE guiding principles in coursework and field placements
- 4. Competitive proposals must demonstrate a commitment to the PECE guiding principles.

#### **B.** Purpose and Description of Services

This Grant Guide will assist applying organizations that work with underserved groups, including, but not limited to:

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

- d. Are specifically trained in assisting children and youth through age 25 and family members to access public benefits, work incentive provisions, and transition from a public to a private benefit system, as well as educational systems.
- e. Are trained to work in and foster a consumer and family member driven system of care.
- f. Are trained to provide integrated primary and behavioral health services, including:
  - 1. Assessment
  - 2. Diagnosis
  - 3. Outcome identification
  - 4. Individualized planning
  - 5. Coordination of care
- 6. Providing clinical supervision that leads to national certification by the American Nurses Credentialing and/or American Association of Nurse Practitioners.
- 7. Encouraging PMHNP graduates to choose to work in organizations that serve underserved groups after completing training requirements and receiving national certification.

# C. Eligibility

Before receiving funds, an awardee shall provide evidence that:

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

# D. Available Funding

This year, up to \$37.5 million will be available for the PECE program. HCAI is offering a one-time grant opportunity with no implied or expressed guarantee of subsequent funding after the initial contract award resulting from this application. Awardees shall use the funding to enhance the capacity of PMHNP training programs to meet mental health occupation shortage needs. Awardees shall not use these funds to supplant existing funds.

State funding is available to support the Psychiatric Education Capacity Expansion (PECE) grant program, which includes:

- 1. New and expanded Psychiatry Residency programs and
- 2. New and expanded Psychiatric Mental Health Nurse Practitioner (PMHNP) training programs

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

1. New PMHNP Training Programs

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

2. Expand existing PMHNP Training Programs

Programs preparing Nurse Practitioners for PMHNP certification are eligible to receive \$33,000 per filled slot in this one-year program.

PMHNP training programs are eligible to receive \$100,000 per first year slot for two- or three-year programs.

## E. Funding Categories

## 1. New PMHNP training Programs

Funding to offset the costs associated with achieving accreditation by June 30, 2027.

## 2. **PMHNP Expansion Programs**

Funding to support a PMHNP training program that is permanently expanding the number of PMHNP student training slots through up to state fiscal year (FY) 2027-28. Training programs can take two years per cohort. The program allows for one planning year.

## F. Grant Questions and Answers

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

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

# G. Initiating an Application

- 1. Applicants should provide concise descriptions of their ability to satisfy the Grant Guide requirements. Applicants must submit applications that are complete and accurate. HCAI may reject an application that contains omissions, inaccuracies, or misstatements.
- 2. Applicants must submit their applications by **April 8, 2024**, through the web-based PECE Application located at <u>https://funding.hcai.ca.gov/</u>

- Applicants must submit a sustainability letter that indicates the number of PMHNP students the program is permanently adding. See Attachment B "Sample PMHNP Training Program Sustainability Letter."
- 4. HCAI may reject an application if it is conditional or incomplete, or if the application contains any alterations of form or other irregularities of any kind. HCAI may reject any or all applications and may waive an immaterial deviation in an application. HCAI's waiver of an immaterial deviation shall in no way modify the Grant Guide or excuse the applicant from full compliance with all requirements if awarded the agreement.
- 5. Applicants are entirely responsible for costs incurred in developing applications in anticipation of award of the agreement and shall not charge the State of California for these costs.
- 6. An individual authorized to represent the applicant shall complete the PECE Application.
- HCAI may modify this Grant Guide before the final application submission deadline by issuing an addendum at: <u>https://hcai.ca.gov/loans-scholarships-grants/grants/bhp/</u>.
- 8. HCAI reserves the right to reject all applications.
- HCAI considers that the submission of an application implies express acceptance of the terms. All applicants must agree to the terms and conditions outlined in Attachment B: Sample PECE PMHNP Training Grant Agreement before receiving funds.
- 10. HCAI does not accept alternate grant agreement language from a prospective Grantee. HCAI will consider an application with such language to be a counteroffer and will reject it. HCAI will not negotiate the terms and conditions outlined in the sample grant agreement located in Attachment C.
- 11. If your program requires approval from a coordinating authority to enter into a grant agreement with HCAI, please inform the authority of the terms and conditions contained in the Sample Grant Agreement located in Attachment C.
- 12. Awardees must sign and submit grant agreements by the HCAI due date. If the Awardee fails to sign and return the grant agreement by the due date, it may result in the loss of the award.
- 13. When the Grantee is a county or other local public body, the Grantee must include a copy of the resolution, order, motion, ordinance, or other similar documents from

the local governing body authorizing execution of the grant agreement with the signed grant agreement.

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

#### H. Budget Restrictions

Grantee shall not use these funds to supplant existing funds. Funds may be used for accreditation fees for new PMHNP program applicants.

#### I. Evaluation and Scoring Procedures

Please refer to Attachment A for the Evaluation Criteria.

#### 1. 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 evaluation criteria described in Attachment A. The most competitive applicants are those most consistent with the intent of this grant opportunity.

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

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

## 2. Evaluation and Scoring

HCAI will make final selections using the Evaluation and Scoring Criteria described in Attachment A. HCAI also intends for the PECE PMHNP Training Grant Program to support a geographic distribution in California. Applicants seeking to support geographic regions not addressed by other scored applications may receive preference.

Once HCAI makes the final selections, HCAI will announce awardees.

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

#### J. Grant Agreement Deliverables

Grantees must submit annual program reports, along with supporting materials, to HCAI in accordance with the schedule provided in the grant agreement.

The Program Report is an annual online survey that HCAI will send out at the end of the first fiscal year. The Program Report collects data on program processes and outcomes and HCAI will use the results to evaluate the impact of the grant program. It will collect data on PMNHP students, graduate employment, field placement(s), and training hours worked in underserved groups 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:

	Grantee Requirements				
Accreditation Phases	Phase Description	Report Detail			
Required to Apply	Letter to CCNE seeking Accreditation California Board of Registered Nursing (BRN) approval Letter of sustainability	For first advanced payment, provide letter to CCNE seeking Accreditation, California Board of Registered Nursing (BRN) approval and your Letter of Sustainability			
Phase A Phase B	Fiscal Plan Timeline in place	For second advanced payment, provide documents demonstrating (a) completion of Phases A and B, and (b) allowable expenses accrued through completion of Phase B.			
Phase C Phase D Phase E Phase F	Field Practicum sites recruited Curriculum Development Faculty Recruitment Recruited First Cohort	For balance of funds up to the amount of allowable expenses, provide documents demonstrating (a) completion of Phases C through F and (b) all allowable expenses through phase F.			

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

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

1. Grantees will enter into grant agreements expiring on June 30, 2028, or earlier.

- 2. HCAI does not allow indirect costs.
- 3. HCAI makes payments annually in arrears upon receipt of the annual program report, expenditure documentation, and verification of increased PMHNP student slots.
- 4. HCAI will release the first annual payment upon receipt of proof the program has national accreditation and is approved by the Board of Registered Nursing (BRN).
- 5. New PMHNP grantees are ineligible to apply for PMHNP Expansion grants until they have completed the terms, including securing accreditation, of their New PMHNP Program grant.
- 6. The PMHNP Program Expansion grants do not allow for a planning year.

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

- 1. Grantees will enter into grant agreements expiring on June 30, 2027.
- 2. New PMHNP Training Programs that have not received national accreditation and BRN approval by the end of the grant term will not receive all funds.
- 3. HCAI will release the first payment (25 percent of grant award) upon providing your request letter to CCNE seeking accreditation.
- 4. HCAI will release the second payment (25 percent of grant award) upon completion of Phases A and B, and other stipulated conditions in the grant agreement based on reported allowable expenses.
- 5. HCAI will release the balance of the grant payable based on actual expenses, with proof of completing Phases A through F, receipt of full CCNE Accreditation, recruiting your first cohort, and other stipulated conditions in grant agreement based on reported allowable expenses up to the grant amount awarded.

New PMHNP Training Programs accredited and approved at time of award must submit proof of expenditures to receive payment.

Payment Provisions				
Accreditation Phases	Phase Description	Report Detail		
	California Board of Registered Nursing (BRN) approval Letter of sustainability	Twenty-five percent (25%) payable within 60 days of their full award after execution of this Agreement, providing letter to CCNE seeking Accreditation, California Board of Registered Nursing (BRN) approval and your Letter of Sustainability		
Phase A Phase B	Timeline in place	Additional twenty-five percent (25%) payable with proof of completing Phases A and B, and provided proof of allowable expenses accrued through completion of Phase B.		
Phase C	Field Practicum sites recruited	Balance of grant payable based on actual expenses, with proof of		
		completing Phases A through F and all		
Phase E	Faculty Recruitment	other stipulated conditions in grant		
Phase F	Recruited First Cohort	agreement based on reported allowable expenses.		
Total 100% of reimbursable expenses				

#### M. 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.

#### **N. Additional Terms and Conditions**

- 1. The Grantee shall submit in writing any requests to change or extend the grant, or to change the budget at least ninety (90) days before the grant end date.
- 2. The Grantee shall collect post-graduation employment and related data, for five years after the expiration of this grant.

#### O. Resources

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

#### P. Key Dates

The key dates for the program year are:

Key Event	Dates and Times
Application opens	February 23, 2024, at 3:00 p.m.
Technical Assistance Webinar	March 5, 2024, at 2:00 p.m.
Application closes	April 8, 2024 at 3:00 p.m.
Award Notifications	June 30, 2024
Grant terms:	Proposed term date:
New PMHNP Programs	August 29, 2024 - June 30, 2027
PMHNP Expansion Programs	August 29, 2024 – June 30, 2028

## **Q. Application Components**

For consideration, a complete application must be submitted that answers all questions. Incomplete applications will be rejected.

The HCAI PECE Application will be used to evaluate the merits of applying education and health institutions seeking funds to create or expand PMHNP training programs. The application seeks information that includes, but is not limited to, the number of current or proposed PMHNP students that the applicant plans to admit in the existing or proposed program, current and/or proposed rotations in underserved groups and in rural settings and plans to sustain the program after HCAI grant expires. PECE PMHNP Training Program applications must include a copy of the national accreditation and state certification letters for current PMHNP training programs.

Applications must also include a letter from the organization committing to sustain the new slots. See Attachment B: Sample PMHNP Training Sustainability Letter. This letter will be a required attachment to the online application.

#### **R. Department Contact**

For questions related to the PECE PMHNP Training Grant Program application, please email HCAI staff at <u>BHPrograms@HCAI.ca.gov</u>.

#### Thank you!

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

## Attachment A: Evaluation Criteria for PMHNP Training Program

	CRITERIA	SCORING METHODOLOGY	MAX
1.	Provide payer mix information (%) for 12 months (Calendar Year 2023)	Medi-Cal, Medi-Cal/Medicare, and Uninsured 10 points: 75-100% 5 points: 50-<75% 0 points: 0-<50%	10
2.	Mental Health HPSA Severity	Average Mental Health HPSA score 10 points: Greater than or equal to 14 5 points: Greater than or equal to 5 and less than 14 0 points: Score less than 5	10
3.	Facilities in rural areas	10 points: 50% or more 5 points: 25-<50% 0 points: 0-<25%	10
4.	Please provide the number of patients served at this site in the previous year	<ul> <li>Children (0-17 years) and Youth (18-25 years) Served.</li> <li>20 points: Greater than or equal to 25% of patient population</li> <li>10 points: Greater than or equal to 10% and less than 25% of patient population</li> <li>0 points: Less than 10% of patient population</li> </ul>	20
5.	Provide the percent of listed Medi-Cal threshold, Indigenous/Tribal and Sign languages spoken by current PMHNP program students	5 points per Medi-Cal threshold State language 5 points per Indigenous/Tribal and Sign Language Up to 25 points total	25

## PECE PMHNP Expansion Residency Program

			•
6.	Select the strategies you will use to recruit and support PMHNP students from underrepresented communities. Select all that apply	8 points: 4 Strategies 4 points: 1-3 Strategies 0 points: 0 Strategies	8
	<ul> <li>Use data to identify underrepresented groups</li> <li>Participate in pipeline programs development</li> <li>Require students to regularly Participate in mentoring activities</li> <li>Provide career outreach to junior high/high schools and/or Participate in career fairs in underserved groups</li> <li>None of the above</li> </ul>		
7.	Select the program strategies you will use to encourage your PMHNP students to practice in areas of unmet need.	8 points: 5 or More Strategies 4 points: 1-4 Strategies 0 points: 0 Strategies	8
	<ul> <li>Select all that apply</li> <li>Select students based on strong interest to Provide clinical services in areas of unmet need</li> </ul>		
	<ul> <li>Prioritize students coming from underserved groups</li> </ul>		
	<ul> <li>Set up marketing and outreach programs to recruit students who have interest in providing clinical services in underserved groups</li> </ul>		
	<ul> <li>Encourage students to commit to clinical practice in a community with unmet needs</li> </ul>		
	<ul> <li>Offer incentives to students who commit to providing clinical services in underserved groups</li> </ul>		
	<ul> <li>Recruit rotation agencies serving areas with unmet need</li> </ul>		
	<ul> <li>Provide employment assistance leading to employment in underserved areas</li> </ul>		
	<ul> <li>None of the above</li> </ul>		

Maximi	um points:		99
ir re p a	Select the strategies you will ncorporate to implement culturally esponsive care training into the orogram's curriculum. Select all that apply. • Hire faculty and/or lecturers communities served • Hire bilingual faculty, lecturers and/or staff • Provide students annual training in cultural competency education • Teach professionalism that incorporates multi-cultural social etiquette and norms of behavior • Offer non-curricular activities that incorporate various culturally diverse celebratory traditions • Provide training for students on anti- racism, unconscious bias, diversity, equity, inclusion, belonging, and accessibility • None of the above	8 points: 5 or More Strategies 4 points: 1-4 Strategies 0 points: 0 Strategies	8

	CRITERIA	SCORING METHODOLOGY	MAX
1.	How many new first-year PMHNP students will you enroll each academic year?	30 points: 60+ students 25 points: 48 to 59 students 20 points: 36 to 47 students 15 points: 24 to 35 students 10 points: 12 to 23 students 5 points: 1 to 11 students	30
2.	Facilities in rural areas	20 points: 50% or more 10 points: 25-<50% 0 points: 0-<25%	20
3.	<ul> <li>Select the strategies you will use to recruit and support PMHNP students from underrepresented communities.</li> <li>Select all that apply</li> <li>Use data to identify underrepresented groups</li> <li>Participate in pipeline programs development</li> <li>Require students to regularly Participate in mentoring activities</li> <li>Provide career outreach to junior high/high schools and/or Participate in career fairs in underserved groups</li> <li>None of the above</li> </ul>	8 points: 4 Strategies 4 points: 1-3 Strategies 0 points: 0 Strategies	8
4.	<ul> <li>Select the program strategies you will use to encourage your PMHNP students to practice in areas of unmet need.</li> <li>Select all that apply</li> <li>Select students based on strong interest to Provide clinical services in areas of unmet need</li> <li>Prioritize students coming from underserved groups</li> <li>Set up marketing and outreach programs to recruit students who have interest in</li> </ul>	8 points: 5 or More Strategies 4 points: 1-4 Strategies 0 points: 0 Strategies	8

# PECE PMHNP New Residency Program

Max	imum points:		74
	<ul> <li>Hire bilingual faculty, lecturers and/or staff</li> <li>Provide students annual training in cultural competency education</li> <li>Teach professionalism that incorporates multi-cultural social etiquette and norms of behavior</li> <li>Offer non-curricular activities that incorporate various culturally diverse celebratory traditions</li> <li>Provide training for students on anti- racism, unconscious bias, diversity, equity, inclusion, belonging, and accessibility</li> <li>None of the above</li> </ul>		
	<ul><li>Select all that apply</li><li>Hire faculty and/or lecturers communities served</li></ul>		
5.	Select the strategies you will incorporate to implement culturally responsive care training into the program's curriculum.	8 points: 5 or More Strategies 4 points: 1-4 Strategies 0 points: 0 Strategies	8
	<ul> <li>providing clinical services in underserved groups</li> <li>Encourage students to commit to clinical practice in a community with unmet needs</li> <li>Offer incentives to students who commit to provide clinical services in underserved groups</li> <li>Recruit rotation agencies serving areas with unmet need</li> <li>Provide employment assistance leading to employment in underserved areas</li> <li>None of the above</li> </ul>		

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

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

Re:

PECE Grant Application

Dear Sir or Madam:

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

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

through:

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

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

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

Sincerely,

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

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

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

WHEREAS, state funds are available to increase the educational capacity to train Psychiatric Mental Health Nurse Practitioner (PMHNP) students that are trained to serve underserved groups.

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

WHEREAS, HCAI supports recruiting students who are consumers, or family members of consumers, of behavioral health (mental health and substance use prevention and treatment) services.

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

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

WHEREAS, the workforce training and education program will adhere to PECE guiding principles that ensure behavioral health professionals:

- Provide care that is children 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.
- Promote a culturally and linguistically competent workforce.
- Conduct outreach to and engagement with unserved, underserved, and inappropriately served children and youth and their caregivers and persons with or at risk of serious mental illness.
- Use effective, innovative, evidence-based, and community-identified practices.
- Promote wellness, recovery, resilience, and other positive behavioral health, and primary care outcomes of children and youth and their families.

- Include the viewpoints and expertise of persons with lived experience, including consumers and their families and caregivers, in health care and other child-serving settings.
- Work collaboratively to deliver individualized, strengths-based, consumer- and family-driven services.
- Promote inter-professional care by working across disciplines.
- Promote interagency services that includes K-12 educational institutions.

WHEREAS, the Grantee applied to participate in the Psychiatric Education Capacity Expansion (PECE) Program, by submitting an application in accordance with the PECE PMHNP Training Program Grant Guide for Fiscal Year (FY) 2023-24.

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 Office of Healthcare Workforce Development in HCAI.
- 3. "Director" means the Director of HCAI or his/her designee.
- 4. "Grant Agreement/Grant Number" means Grant Number [Grant Agreement Number] awarded to Grantee.
- 5. "Grantee" means the fiscally responsible entity in charge of administering the Grant Funds and includes the Program identified on the Application.
- 6. "Grant Funds" means the money provided by HCAI for the Project described by Grantee in its Application and Scope of Work.
- 7. "Program" means the Grantee's PMHNP training program listed on the Application.
- 8. "Program Director" means the Director of Grantee's training program for which grant funds are being awarded.
- 9. "Project" means the activity described in the Application and Scope of Work to be accomplished with the Grant Funds.

- 10. "State" means the State of California and includes all its Departments, Agencies, Committees and Commissions.
- 11. "Training Institution" means the Grantee.
- B. Term of the Agreement: This Agreement shall take effect on **[Agreement Start Date]** and shall terminate on **[Agreement End Date]**.

All requests for amending the term of this agreement shall Comply with the amendment requirements stated in Section J of this Agreement. Requests for an extension must be made no later than ninety (90) calendar days prior to the termination of the Agreement. This Agreement cannot be amended after its termination.

- C. Scope of Work:
  - 1. 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.
  - 2. While performing the activities, the Grantee shall:
    - a. Expand the capacity of an existing PMHNP training program by adding students to work in underserved groups with a focus on children and youth ages 25 and under.
    - b. Encourage members from unserved or underserved and culturally diverse communities, including individuals who have had experience with the behavioral health system as consumers and/or family members of consumers to become PMHNPs.
    - c. Implement outreach and recruitment activities to PMHNP students who are from unserved and/or underserved areas and who are culturally diverse; and to individuals with consumer and/or family member experience.
    - d. Recruit PMHNP students who can meet diversity needs consistent with PECE guiding principles.
    - e. Ensure that the PMHNP students perform part, if not all, of their field placement(s) in underserved groups. The Grantee shall encourage individuals who successfully complete training and certification as a PMHNP to work in underserved groups.
    - f. Ensure that PMHNP students are trained using the curriculum that was developed in accordance with Section C, Scope of Work, Subsection 3b.

- g. Submit annual Program Reports to HCAI on PMHNP graduates funded by this grant describing efforts to secure employment in underserved groups working with unserved and/or underserved populations.
- h. Annual Program Reports to HCAI shall include the number of years PMHNPs who successfully finish the training program funded by this grant spend in underserved groups providing direct services through five years post-graduation.
- i. Annual Program Reports: Grantee shall complete and submit a Annual Program Report, within 30 days of the end of each report year using the online forms that HCAI provides, located at https://funding.hcai.ca.gov/.
- j. Not conduct lobbying activities as part of this Agreement or use Grant Funds for lobbying activities.
- k. Be held fully accountable for proper use of Grant Funds under this Agreement.
- I. Credit HCAI in all publications resulting from this Agreement.
- m. Provide HCAI with outcomes on an annual basis, as specified in the PECE PMHNP Training Program Report instructions.

Report	Reporting Period	Report Due Date
Program Report 1	Grant Start – June 30, 2025	July 31, 2025
Program Report 2	July 1, 2025 – June 30, 2026	July 31, 2026
Program Report 3	July 1, 2026 – June 30, 2027	July 31, 2027
Program Report 4	July 1, 2027 – June 30, 2028	July 31, 2028

3. Under the direction of the Program Director, use Grant Funds to provide PMHNP training for up to a four-year funding cycle for this many students:

PMHNP (3-year slots)	PMHNP (2-year slots)	PMHNP (1-year slots)
[Number of PMHNP 3-year	[Number of PMHNP 2-year	[Number of PMHNP 1-year
slots]	slots]	slots]

Training must begin on **[Agreement Start Date]** and end on **[Agreement End Date]**. Each PMHNP student supported represents a permanent expansion of the program.

4. 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 groups. The Grantee shall:

- a. Provide the name(s), contact information, and number of hours served in underserved groups for the PMHNP students.
- b. Develop or revise a curriculum and teaching method(s) that are consistent with the PECE guiding principles and which ensures that the PMHNP students:
  - i. Work in multidisciplinary teams that include primary care physicians, family nurse practitioners, and other health care workers with unserved and/or underserved communities in underserved groups, 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 **[Grant Agreement Number]**, no later than the due dates stated above in Section C. Grantee will submit deliverables, including annual PECE Program Reports, using the online forms that HCAI provides.

- E. Invoicing:
  - 1. For services satisfactorily rendered in accordance with the Scope of Work, and upon receipt and approval of the certifications as specified in subsection (3) hereunder, HCAI agrees to compensate Grantee in accordance with the rates specified herein.
  - 2. The total amount payable to the Grantee under this Agreement shall not exceed **[Total Award Amount]**.
  - 3. HCAI will release the annual payments in arrears upon receipt of annual reports, expenditure documentation, and verification of increased PMHNP student slots.

- 4. Certifications shall include the Agreement Number, the names of the student(s) trained under this Agreement, a signature by the Program Director certifying that each student (s) was engaged in activities authorized by this Agreement and shall be submitted electronically.
- 5. Program reports shall include the names of the PMHNP students trained under this Agreement, certifying that each PMYNP student was engaged in activities authorized by this Agreement, and submitted electronically.
- 6. HCAI will withhold payments due to the Grantee under this Agreement until all required reports are submitted to HCAI and approved. Additional information may be requested by HCAI during the term of the Grant Agreement and/or upon reviewing the reports. HCAI will notify the Grantee of approval in writing.
- F. Budget Detail and Payment Provisions:

Budget Detail: HCAI shall reimburse Grantee for the expenses incurred in performing the Scope of Work in accordance with the following schedule:

Payment Year 1	[Year 1 Start Date] to [Year 1 End Date]	[Amount] per student per year for [Number of Students] students(s)	Annual Amount
Payment Year 2	[Year 2 Start Date] to [Year 2 End Date]	[Amount] per student per year for [Number of Students] students(s)	Annual Amount
Payment Year 3	[Year 3 Start Date] to [Year 3 End Date]	[Amount] per student per year for [Number of Students] students(s)	Annual Amount
Payment Year 4	[Year 4 Start Date] to [Year 4 End Date]	[Amount] per student per year for [Number of Students] students(s)	Annual Amount

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

Training programs may elect to commingle grant funds received pursuant to the Agreement with any other income available for operation of the Program provided

that the institution maintains such written fiscal control and accounting procedures as are necessary to assure proper disbursement of, and accounting for, such commingled funds, including provisions for:

- a. The accurate and timely separate identification of funds received.
- b. The separate identification of expenditures that cannot be paid with Grant Funds.
- c. An adequate record of proceeds from the sale of any equipment purchased by funds.
- 2. Expenditure Reporting: Reports of Program expenditures and enrollment of PMHNP students under the Agreement must be submitted as requested by the HCAI for purposes of program administration, evaluation, or review.
- 3. Records Retention and Audit:
  - a. The training institution shall permit HCAI, the California State Auditor, the Department of General Services, the State Controller, or their designated representatives, access to records maintained on source of income and expenditures of the Program and any other records pertaining to the performance of this Agreement for the purpose of audit and examination. These state entities shall have the right to review and to copy any of these records and supporting documentation.
  - b. The training institution agrees to allow auditor(s) access to records (as described above) during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the training institution agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.
  - c. The training institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this grant (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.
  - d. The training institution shall preserve and make available its records (a) for a period of three (3) 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:
  - It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the HCAI shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
  - 2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this grant program, the HCAI shall have the option to either cancel this Agreement with no liability occurring to the HCAI or offer an agreement amendment to Grantee to reflect the reduced amount.
- I. Budget Adjustments:
  - 1. Budget adjustments consist of a change within the approved budget that does not amend the total amount of this Agreement or any other terms of the Agreement.
  - 2. All requests to change the budget shall be submitted in writing ninety (90) days in advance 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 Final Report.
- J. 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.

- K. General Terms and Conditions:
  - 1. Timeliness: Time is of the essence in this Agreement. Grantee will submit the required deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and scheduling issues, to adhere to the terms of the Agreement, is the sole responsibility of the Grantee.
  - 2. Final Agreement: This Agreement, along with the Application, attachments, and forms constitutes the entire and final agreement between the parties and supersedes all prior oral or written agreements or discussions.
  - 3. Ownership and Public Records Act: All reports and the supporting documentation and data collected during the funding period which are embodied in those reports, shall become the property of the State and subject to the California Public Records Act (Gov. Code § 6250 et seq.).
  - 4. Audits: The Grantee agrees that HCAI, the Department of General Services, the State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three years after final payment unless a longer period of records retention is stipulated by the State. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.
  - 5. Independence from the State: Grantee and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
  - 6. Non-Discrimination Clause: During the performance of this Agreement, the Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment. The Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from discrimination and harassment. The Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (Cal. Code of Regs., tit. 2, §11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of

Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The 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.

- 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 resulting from the Grantee's 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 (10) 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 (10) 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 (10) working days after receipt of appeal, the Chief Deputy Director or their designee shall respond in writing to the Grantee with their decision. The Chief Deputy Director's decision will be final.
- 13. Termination for Cause: HCAI may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. Grantee shall return any Agreement Funds that were previously provided to Grantee for use within 60 days of termination.

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

- 14. Grantee 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.
- 15. 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 the State's obligation to disburse funds to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any money to any subcontractor.
- 16. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- 17. Unenforceable Provision: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other

provisions of this Agreement have force and effect and shall not be affected thereby.

18. 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.

#### L. Project Representatives:

The representatives of HCAI and the contact information for each party during the term of this Agreement are listed below. Direct all inquiries to:

State Agency: Department of Health Care Access and Information	Grantee: [Contractor Name]
Section/Unit: Office of Health Workforce Development/PECE	Program Name: [Training Program Name]
Name: [Enter Program Officer Name]	Program Director Name:
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Address:
Phone: [Enter Program Officer Phone Number]	Phone:
Email: BHPrograms@HCAI.ca.gov	Email:

Direct all grant inquiries to:

State Agency: Department of Health Care Access and Information	Grantee: [Contractor Name]
State Agency: Department of Health Care Access and Information	Program Name: [Training Program Name]
Section/Unit: Office of Health Workforce Development/PECE	Name of Representative:
Name: [Enter Program Officer Name]	Address:
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Phone:
Phone: [Enter Program Officer Phone Number]	Email:
Email: BHPrograms@HCAI.ca.gov	

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

DEPARTMENT OF HEALTH CARE ACCESS AND INFORMATION	GRANTEE
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

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

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

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

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

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

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

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

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

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

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

- Provide care that is child- and youth-centered, with priority on early intervention.
- Provide care that is client-centered for persons with or at risk of serious mental illness, with priority on early intervention.
- Ensure a culturally and linguistically competent workforce.

- Conduct outreach to and engagement with unserved, underserved, and inappropriately served children and youth and their caregivers and persons with or at risk of serious mental illness
- Use effective, innovative, evidence-based, and community-identified practices.
- Promote wellness, recovery, resilience, and other positive behavioral health, and primary care outcomes of children and youth and their families.
- Include the viewpoints and expertise of persons with lived experience, including consumers and their families and caregivers, in health care and other child-serving settings.
- Work collaboratively to deliver individualized, strengths-based, consumer- and family-driven services.
- Promote inter-professional care by working across disciplines.
- Promote interagency services that includes K-12 educational institutions.

WHEREAS, the Grantee applied to participate in the Psychiatric Education Capacity Expansion (PECE) Program, by submitting an application in accordance with the PECE PMHNP Training Program Grant Guide for Fiscal Year (FY) 2023-24.

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

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

- A. Definitions:
  - 1. "Application" means the grant application/proposal submitted by Grantee.
  - 2. "Deputy Director" means the Deputy Director of the Healthcare Workforce Development Division in HCAI
  - 3. "Director" means the Director of HCAI or his/her designee.
  - 4. "Grant Agreement/Grant Number" means Grant Number [Grant Agreement Number] awarded to Grantee.
  - 5. "Grantee" means the fiscally responsible entity in charge of administering the Grant Funds and includes the Program identified on the Application.
  - 6. "Grant Funds" means the money provided by HCAI for the Project described by Grantee in its Application and Scope of Work.
  - 7. "Program" means the Grantee's PMHNP training program(s) listed on the Application.

- 8. "Program Director" means the Director of Grantee's training program(s) for which grant funds are being awarded.
- 9. "Project" means the activity described in the Application and Scope of Work to be accomplished with the Grant Funds.
- 10. "State" means the State of California and includes all its Departments, Agencies, Committees and Commissions.
- 11. "Training Program" means the Grantee.
- B. Term of the Agreement: This Agreement shall take effect on **[Agreement Start Date]** and shall terminate on **[Agreement End Date]**.

All requests for amending the term of this agreement shall Comply with the amendment requirements stated in Section J of this Agreement. Requests for an extension must be made no later than ninety (90) calendar days prior to the termination of the Agreement. This Agreement cannot be amended after its termination.

C. Scope of Work:

Grantee agrees to the following Scope of Work as set forth herein. In the event of a conflict between the provisions of this section and the Grantee's Application, the provisions of this Scope of Work Section shall prevail:

- 1. Under the direction of the Program Director, use Grant Funds to develop a new PMHNP program.
- The Grantee agrees to provide to the HCAI expanded capacity in a PMHNP program to address workforce shortages in underserved groups. The Grantee will use the funds provided under this Grant Agreement to:
  - a. Develop or revise a curriculum and teaching method(s) that is consistent with PECE guiding principles, and which ensures that PMHNP students:
    - i. Work in multidisciplinary teams that include primary care physicians, family nurse practitioners, and other health care workers with unserved and/or underserved populations in underserved groups, 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
- The Grantee shall complete all of the following phases for achieving Accreditation Commission for Education in Nursing (ACEN) or Commission on Collegiate Nursing Education (CCNE) accreditation and California Board of Registered Nursing (BRN) approval in the sequence listed and submit documentation to HCAI for each completed phase.
  - a. A fiscal plan, including identified funding streams, that reflects the consultant, staff, faculty, facility and/or other associated costs.
  - b. An accreditation timeline that describes the planned schedule for accreditation and approval phases listed here.
  - c. Recruited training sites in the form of health facilities and other clinical sites at which PMHNP students will train over the course of their training.
  - d. PMHNP program design and curriculum, including an overall plan for clinical rotations, didactic teaching, and other longitudinal curricula.
  - e. Recruited and developed PMHNP program faculty that reflect the sociodemographic and other characteristics of the underserved community they will be teaching and develop the skills of program faculty to utilize best practices in education, communication and cooperation within their department.
  - f. PMHNP program accreditation in the form of an ACEN- or CCNE-approved application and Board of Registered Nursing (BRN) approval letter.
  - g. Provide HCAI with outcomes on an annual basis, as specified here:

Report	Reporting Period	Report Due Date
Program Report 1	Grant Start – June 30, 2025	July 31, 2025
Program Report 2	July 1, 2025 – June 30, 2026	July 31, 2026
Program Report 3	July 1, 2026 – June 30, 2027	July 31, 2027

D. Reports and Deliverables:

Grantee shall submit all the deliverables for Grant Number **#XX-XXXXX**, no later than the due dates stated above in Section C. Grantee will submit deliverables, including annual PECE Program Reports, using the online forms that HCAI provides.

Grantee Requirements		
Accreditation Phases	Phase Description	Report Detail
Required to Apply	Letter to CCNE seeking Accreditation California Board of Registered Nursing (BRN) approval Letter of sustainability	For first advanced payment, provide letter to CCNE seeking Accreditation, California Board of Registered Nursing (BRN) approval and your Letter of Sustainability
Phase A Phase B	Fiscal Plan Timeline in place	For second advanced payment, provide documents demonstrating (a) completion of Phases A and B, and (b) allowable expenses accrued through completion of Phase B.
Phase C Phase D Phase E Phase F	Field Practicum sites recruited Curriculum Development Faculty Recruitment Recruited First Cohort	For balance of funds up to the amount of allowable expenses, provide documents demonstrating (a) completion of Phases C through F and (b) all allowable expenses through phase F.

E. Invoicing:

- 1. For services satisfactorily rendered in accordance with the Scope of Work, and upon receipt and approval of the certifications as specified in subsection (3) hereunder, HCAI agrees to compensate Grantee in accordance with the rates specified herein.
- 2. The total amount payable to the Grantee under this Agreement shall not exceed **[Total Award Amount]**.
- 3. HCAI will release the annual payments in arrears upon receipt of annual reports, expenditure documentation, and verification of increased PMHNP student slots.
- 4. HCAI will withhold payments due to the Grantee under this Agreement until all required reports are submitted to HCAI and approved. Additional information may be requested by HCAI during the term of the Grant Agreement and/or upon reviewing the reports. HCAI will notify the Grantee of approval in writing.
- F. Budget Detail and Payment Provisions:

1. Budget Detail:

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

2. Payment provisions:

Payment Provisions		
Accreditation Phases	Phase Description	Report Detail
Required to Apply	Letter to CCNE seeking Accreditation California Board of Registered Nursing (BRN) approval Letter of sustainability	Twenty-five percent (25%) payable within 60 days of their full award after execution of this Agreement, providing letter to CCNE seeking Accreditation, California Board of Registered Nursing (BRN) approval and your Letter of Sustainability
Phase A Phase B	Fiscal Plan Timeline in place	Additional twenty-five percent (25%) payable with proof of completing Phases A and B, and provided proof of allowable expenses accrued through completion of Phase B.
Phase C	Field Practicum sites recruited	Balance of grant payable based on actual expenses, with proof of
Phase D	•	completing Phases A through F and all
Phase E	Faculty Recruitment	other stipulated conditions in grant
Phase F	Recruited First Cohort	agreement based on reported allowable expenses.
Total	100% of reimbursable ex	penses

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

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

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

a. The accurate and timely separate identification of funds received.

- b. The separate identification of expenditures that cannot be paid with Grant Funds.
- c. An adequate record of proceeds from the sale of any equipment purchased by funds.
- 2. Expenditure Reporting: Reports of Program expenditures and enrollment of PMHNP students under the Agreement must be submitted as requested by 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:
  - It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the HCAI shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
  - 2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this grant program, the HCAI shall have the option to either cancel this Agreement with no liability occurring to the HCAI or offer an agreement amendment to Grantee to reflect the reduced amount.
- I. Budget Adjustments:
  - 1. Budget adjustments consist of a change within the approved budget that does not amend the total amount of this Agreement or any other terms of the Agreement.
  - 2. All requests for budget adjustments shall be submitted in writing for HCAI approval and shall include an explanation for the reallocation of funds by the Grantee. An accounting of how the funds were expended will also be submitted with the last annual Program Report.
- J. General Terms and Conditions:
  - 1. Timeliness: Time is of the essence in this Agreement. Grantee will submit the required deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and scheduling issues, to adhere to the terms of the Agreement, is the sole responsibility of the Grantee.
  - 2. Final Agreement: This Agreement, along with the Application, attachments, and forms constitutes the entire and final agreement between the parties and supersedes all prior oral or written agreements or discussions.
  - 3. Ownership and Public Records Act: All reports and the supporting documentation and data collected during the funding period which are embodied in those reports, shall become the property of the State and subject to the California Public Records Act (Gov. Code § 6250 et seq.).
  - 4. Audits: The Grantee agrees that HCAI, the Department of General Services, the

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

- 5. Independence from the State: Grantee and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- 6. Non-Discrimination Clause: During the performance of this Agreement, the Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment. The Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from discrimination and harassment. The Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (Cal. Code of Regs., tit. 2, §11000 et seq.). The applicable regulations of the Fair Employment and Housing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The 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.
- 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 resulting from the Grantee's 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:
- 12. Disputes: Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement, shall be resolved as follows:
  - a. The Grantee will discuss the problem informally with the Program Manager. If unresolved, the problem shall be presented, in writing, to the Deputy Director stating the issues in dispute, the basis for the Grantee's position, and the remedy sought. Grantee shall include copies of any documentary evidence and describe any other evidence that supports its position with its submission to the Deputy Director.
  - b. Within ten working days after receipt of the written grievance from the Grantee, the Deputy Director or their designee shall make a determination and shall respond in writing to the Grantee indicating the decision and reasons for it.
  - c. Within ten working days of receipt of the Deputy Director's decision, the Grantee may appeal the decision of the Deputy Director by submitting a written appeal to the Chief Deputy Director stating why the Grantee does not agree with the Deputy Director's decision.
  - d. Within ten working days after receipt of appeal, the Chief Deputy Director or their designee shall respond in writing to the Grantee with their decision. The Chief Deputy Director's decision will be final.
- 13. Termination for Cause: HCAI may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. Grantee shall return any Agreement Funds that were previously provided to Grantee for use within 60 days of termination.

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

- 14. Grantee 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.
- 15. 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 the State's obligation to disburse funds to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any money to any subcontractor.
- 16. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- 17. Unenforceable Provision: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- 18. Use of Funds: The funding established pursuant to this act shall be utilized to expand behavioral health services. These funds shall not be used to supplant existing state or local funds to provide behavioral health services.

#### K. Project Representatives:

The representatives of HCAI and the contact information for each party during the term of this Agreement are listed below. Direct all inquiries to:

State Agency:	Grantee: [Contractor Name]
Department of Health Care Access and	
Information	
Section/Unit: Office of Health Workforce	Program Name: [Training Program Name]
Development/PECE	
Name:	Program Director Name:
[Enter Program Officer Name]	
Address:	Address:
2020 West El Camino Avenue, Suite 1222	
Sacramento, CA 95833	
Phone:	Phone:
[Enter Program Officer Phone Number]	
Email:	Email:
BHPrograms@HCAI.ca.gov	

Direct all grant inquiries to:

State Agency: Department of Health Care	Grantee: [Contractor Name]
Access and Information	
State Agency:	Program Name: [Training Program Name]
Department of Health Care Access and	
Information	
Section/Unit: Office of Health Workforce	Name of Representative:
Development/PECE	
Name:	Address:
[Enter Program Officer Name]	
Address:	Phone:
2020 West El Camino Avenue, Suite 1222	Thone.
Sacramento, CA 95833	
Phone:	Email:
[Enter Program Officer Phone Number]	
Email:	
BHPrograms@HCAI.ca.gov	

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: