

# Psychiatric Education Capacity Expansion (PECE) Program Psychiatry Residency Grant 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 agreements.

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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. State budget appropriations fund the expansion of postsecondary education and training to meet behavioral health occupational and service shortage needs.

This grant opportunity will result in one or more grant agreements with educational institutions, medical sites, or other organizations to develop and expand psychiatry residency programs that train and prepare residents, child and adolescent psychiatry fellows, and/or addiction psychiatry fellows to serve underserved children and youth through age 25 and their families, as well as others at risk of chronic behavioral health conditions. These activities would include capacity to:

- 1. Work on multidisciplinary teams
- 2. Work with underserved communities
- 3. Reflect PECE guiding principles in coursework and clinical rotations
- 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 in underserved communities, including, but not limited to:

- 1. Adding psychiatry residency, child and adolescent psychiatry fellowship, and/or addiction psychiatry fellowship slots to an existing psychiatry residency program.
- Recruiting culturally and linguistically diverse psychiatry residents, child and adolescent psychiatry fellows, and/or addiction psychiatry fellows that reflect the socio-demographic and other characteristics of underserved communities.
- 3. Providing training in how to deliver culturally competent and linguistically appropriate psychiatric care.
- 4. Increasing the number of hours psychiatry residents, child and adolescent psychiatry fellows, and/or addiction psychiatry fellows train in underserved communities, focused on delivering services to children and youth through age 25 and their caregivers, as well as others at risk of chronic behavioral health conditions.
- 5. Modifying curriculum as necessary to include the 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 through age 25 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 training that leads to certification by the American Board of Psychiatry and Neurology.
- 7. Encouraging psychiatry residents and/or child and adolescent fellows to choose work serving underserved communities after they complete their residency/fellowship requirements.

## C. Eligibility

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

1. Are you an existing psychiatry residency program accredited by the Accreditation Council for Graduate Medical Education (ACGME) that is seeking accreditation of additional psychiatry residency and/or child and adolescence and addiction psychiatry fellowship slots? Will you receive this accreditation before June 30, 2024?

If yes, you may apply for psychiatry residency expansion program funds.

2. Are you a hospital or other organization planning to seek accreditation of a new psychiatry residency program?

If yes, will you expect to receive ACGME accreditation by June 30, 2027?

If yes, you may apply for this grant opportunity.

## D. Available Funding

This year, \$22.5 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 psychiatric residency programs to meet behavioral 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 Psychiatry Residency Programs and Psychiatric Mental Health Nurse Practitioner (PMHNP) training programs, and
- 2. Expanded Psychiatry Residency Programs and 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 amount of available funds. Competitive proposals will meet the PECE Program evaluation criteria and demonstrate a commitment to PECE guiding principles.

1. New Psychiatry Residency Programs

Eligible programs may receive an award up to \$2,500,000.

2. Expand existing Psychiatry Residency Programs

Eligible programs may receive \$175,000 per filled first year slots per year. HCAI will reimburse costs annually per psychiatry resident for up to four years, as well as per child and adolescent psychiatry fellow for up to two years and/or addiction psychiatry fellow for up to one year.

## E. Funding Categories

## 1. New Psychiatry Residency Programs

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

## 2. Psychiatry Residency Expansion Programs

Funding to support a Psychiatry Residency Programs that is permanently expanding the number of residents through up to state fiscal year (FY) 2027-28.

## F. Grant Questions and Answers

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

Prospective applicants may submit questions to <a href="mailto:BHPrograms@hcai.ca.gov">BHPrograms@hcai.ca.gov</a> at any time during the application cycle.

## G. Initiating an Application

- 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 <a href="https://funding.hcai.ca.gov/">https://funding.hcai.ca.gov/</a>
- Applicants must submit a sustainability letter that indicates the number residents to be permanently added. See Attachment C "Sample Psychiatry Residency 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.
- 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 prior to the final application submission deadline by issuing an addendum at <a href="https://hcai.ca.gov/loans-scholarships-grants/grants/bhp/">https://hcai.ca.gov/loans-scholarships-grants/grants/bhp/</a>
- 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 D: Sample PECE Psychiatry Residency Program Expansion Grant

- Agreement before receiving funds, or Attachment E: New PECE Residency Program Grant Agreement.
- 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 sample grant agreement located in Attachment D or Attachment E.
- 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 D or Attachment E.
- 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 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 document 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 Psychiatry Residency 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 its 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 Psychiatry Residency 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 residents/fellows, graduate employment, field placement(s), and training hours worked in underserved communities and/or rural areas, along with expenditures over each year and for the grant duration.

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

Grantee Requirements			
Accreditation Phase Description Report Detail			
Phases			
Required to Apply ACGME Institutional		For first advanced payment, provide	
Accreditation		ACGME letter of Institutional Accreditation	
	Letter of Sustainability	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 through B, and (b) allowable expenses accrued through completion of Phase B.
Phase C	Rotation sites Recruited Curriculum Development	For balance of funds up to the amount of allowable expenses, provide documents
Phase D	Faculty Recruitment	demonstrating (a) completion of Phases C
Phase E	Recruited First Cohort	through F and (b) all allowable expenses
Phase F		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 Psychiatry Residency Program Expansion Funding

- 1. Grantees will enter into 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 annual program report, expenditure documentation, and verification of increased psychiatry residency slots.
- 4. HCAI will release the first annual payment upon receipt of proof of ACGME accreditation for the increased number of psychiatry residency slots.
- New Psychiatry Residency Program grantees are ineligible to apply for Psychiatry Residency Expansion Program grants until they have completed the terms, including securing accreditation, of their New Psychiatry Residency Program grant.
- 6. The Psychiatry Residency Program Expansion grants do not allow for a planning year.

## L. Post Award and Payment Provisions for New Psychiatry Residency Programs

- 1. Grantees will enter into agreements expiring on June 30, 2027.
- 2. New Psychiatry Residency Programs that have not received ACGME program accreditation by the end of the grant term will not be reimbursed for all costs

incurred.

- 3. HCAI will release the first payment (25 percent of grant award) upon providing your request letter to ACGME or ACGME granting Institutional 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 grant agreement based on reported allowable expenses and proof of expenditures.
- 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 ACGME Residency Accreditation, recruiting your first cohort and other stipulated conditions in grant agreement based on reported allowable expenses up to the grant amount awarded. See Attachment B-2: Sample New Program Accreditation Letter.
- 6. New Psychiatry Residency Programs accredited and approved at time of award must submit proof of expenditures to receive payment.

	Payment Provisions			
Accreditation Phases	Phase Description	Report Detail		
Required to Apply	Institutional Accreditation request letter to ACGME or ACGME granting Institutional Accreditation Letter of Sustainabilty	Twenty-five percent (25%) payable within 60 days of their full award after execution of this Agreement, providing your ACGME letter of Institutional Accreditation 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 expenses accrued through completion of Phase B.		
Phase C	Rotation sites Recruited	Balance of grant payable based on actual expenses, with proof of completing Phases		
Phase D	Curriculum	A through F and all other stipulated		
Phase E Phase F	Development Faculty Recruitment Recruited First Cohort	conditions in grant 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 to extend the grant period 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 9:00 a.m.
Application closes	April 8, 2024 at 3:00 p.m.
Award Notifications	June 30, 2024
Grant terms:	Proposed term date:
New Psychiatry Residency Programs August 29, 2024 - June 30, 2027	
Psychiatry Residency 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 institutions, hospitals, and organizations seeking funds to create or expand residencies and/or fellowships. The application seeks information that includes, but is not limited to, the number of current or proposed residents and/or fellowships that the applicant plans to admit in the existing or proposed program, current and/or proposed rotations in underserved communities and in rural settings, and plans to sustain the program after the HCAI grant expires.

PECE Psychiatry Residency Expansion Program applications must include a copy of the ACGME accreditation letter for current slots for psychiatry residents and child and adolescent fellowships.

Applications must also include a letter from the organization committing to sustain the expanded slots. See Attachment C: Sample Psychiatry Residency Sustainability Letter. This letter will be a required attachment to the online application.

## **R.** Department Contact

For questions related to the PECE Psychiatry Residency Grant Program application, please email HCAI staff at <a href="mailto:BHPrograms@hcai.ca.gov">BHPrograms@hcai.ca.gov</a>.

## Thank you!

We thank you for your interest in applying for the PECE Psychiatry Residency Expansion Program and for your continued efforts in educating psychiatry residents to serve in underserved groups.

## Attachment A: Evaluation Criteria for Psychiatry Residency Program

**PECE Expansion Residency Program** 

	CRITERIA	SCORING METHODOLOGY	MAX
1.	Provide payer mix information (%) for 12 months (Calendar Year 2023)	Medi-Cal, Medi-Cal/Medicare, and Uninsured	10
		10 points: 75-100% 5 points: 50-<75%	
		0 points: 0-<50%	
2.	Mental Health HPSA Severity	Average Mental Health HPSA score	10
		10 points: Greater than or equal to 14	
		5 points: Greater than or equal to 5 and less than 14	
	Facilities in rural areas	0 points: Score less than 5	40
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	Children (0-17 years) and Youth (18-25 years) Served 20 points: Greater than or equal to 25% of patient population 10 points: Greater than or equal to 10% and less than 25% of patient population 0 points: Less than 10% of patient population	20
5.	Provide the percent of listed Medi-Cal threshold languages and Indigenous/Tribal and Sign languages spoken by current Psychiatry Residency program students	5 points per Medi-Cal threshold State language 5 points per Indigenous/Tribal and Sign Language.	25
		Up to 25 points total	
6.	Select the strategies you will use to recruit and support Psychiatry Residents 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 residents/fellows to regularly participate in mentoring activities</li> </ul>		

	CRITERIA	SCORING METHODOLOGY	MAX
	<ul> <li>Provide career outreach to junior high/high schools and/or participate in career fairs in underserved communities</li> <li>None of the above</li> </ul>		
7.	Select the program strategies you will use to encourage your Psychiatry Residents to practice in areas of unmet need.  Select all that apply	8 points: 5 or More Strategies 4 points: 1-4 Strategies 0 points: 0 Strategies	8
	<ul> <li>Select residents/fellows based on strong interest to provide clinical services in areas of unmet need</li> <li>Prioritize residents/fellows coming from underserved communities</li> <li>Set up marketing and outreach programs to recruit residents/fellows who have interest in providing clinical services in underserved communities</li> <li>Encourage residents/fellows to commit to clinical practice in a community with unmet needs</li> <li>Offer incentives to residents/fellows who commit to providing clinical services in underserved communities</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>		
8.	Select the strategies you will incorporate to implement culturally responsive care training into the program's curriculum.  Select all that apply:  Hire faculty and lecturers who come from similar cultural backgrounds as the communities served  Hire bilingual faculty, lecturers and staff who speak the geographical areas' threshold languages  Provide residents/fellows annual training in cultural competency education  Teach professionalism that incorporates	8 points: 5 or More Strategies 4 points: 1-4 Strategies 0 points: 0 Strategies	8

	CRITERIA	SCORING METHODOLOGY	MAX
	multi-cultural social etiquette and norms of behavior  Offer non-curricular activities that incorporate various culturally diverse celebratory traditions  Provide training for residents/fellows on antiracism, unconscious bias, diversity, equity, inclusion, belonging, and accessibility  None of the above		
Maxi	mum points:		99

## **PECE New Residency Program**

	CRITERIA	SCORING METHODOLOGY	MAX
1.	How many first year Residents will you add to the program?	30 points: 15+ residents 25 points: 12 to 14 residents 20 points: 9 to 11 residents 15 points: 6 to 8 residents 10 points: 3 to 5 residents	30
2.	Facilities in rural areas	20 points: 50% or more 10 points: 25-<50% 0 points: 0-<25%	
3.	Select the strategies you will use to recruit and support Psychiatry Residents from underrepresented communities.  Select all that apply  Use data to identify underrepresented groups Participate in pipeline programs development Require residents/fellows to regularly participate in mentoring activities Provide career outreach to junior high/high schools and/or participate in career fairs in underserved communities None of the above	8 points: 4 Strategies 4 points: 1-3 Strategies 0 points: 0 Strategies	8
4.	Select the program strategies you will use to encourage your Psychiatry Residents to practice in areas of unmet need.  Select all that apply  Select residents/fellows based on strong interest to provide clinical services in areas of unmet need  Prioritize residents/fellows coming from underserved communities  Set up marketing and outreach programs to recruit residents/fellows who have interest in providing clinical services in underserved communities  Encourage residents/fellows to commit to clinical practice in a community with unmet needs  Offer incentives to residents/fellows who	8 points: 5 or More Strategies 4 points: 1-4 Strategies 0 points: 0 Strategies	8

CRITERIA	SCORING METHODOLOGY	MAX
commit to providing clinical services i underserved communities  Recruit rotation agencies serving are unmet need  Provide employment assistance lead employment in underserved areas None of the above	as with	
<ul> <li>5. Select the strategies you will incorporal implement culturally responsive care to into the program's curriculum.</li> <li>Select all that apply</li> <li>Hire faculty and lecturers who come to similar cultural backgrounds as the communities served</li> <li>Hire bilingual faculty, lecturers and sto speak the geographical areas' thresh languages</li> <li>Provide residents/fellows annual train cultural competency education</li> <li>Teach professionalism that incorporal multi-cultural social etiquette and nor behavior</li> <li>Offer non-curricular activities that incorporate various culturally diverse celebratory traditions</li> <li>Provide training for residents/fellows anti-racism, unconscious bias, diverse equity, inclusion, belonging, and accessibility</li> <li>None of the above</li> </ul>	from  aff who hold  hing in  ates ms of	8
Maximum points:		74

## Attachment B-1: Required Attachment – Sample ACGME Psychiatry Residency Program Expansion Letter Showing Number of Residents

Accreditation Council for Graduate Medical Education

515 North State Street Suite 2000 Chicago, IL 60654

Phone 312.755.5000 Fax 312.755.7498 www.acgme.org



The Residency Review Committee for functioning in accordance with the policies and procedures of the Accreditation Council for Graduate Medical Education (ACGME), has reviewed the information submitted regarding the following program:



#### OTHER COMMENTS

The Review Committee approved your request for a permanent increase from to positions, effective 7/1/2015.

This office must be notified of any major changes in the organization of the program. When corresponding with this office, please identify the program by name and number as indicated above. Changes in participating sites and changes in leadership must be reported to the Review Committee using the ACGME Accreditation Data System.

## Attachment B-2: Required Attachment – Sample ACGME New Psychiatry Residency Program Accreditation Letter

Accreditation Conneil for Graduate Medical Education

515 North State Street Suite 2000 Chicago, IL 60654

Phone 312.755.5000 Fax 312.755.7498 www.acgme.org 11/18/2015





The Residency Review Committee for functioning in accordance with the policies and procedures of the Accreditation Council for Graduate Medical Education (ACGME), has reviewed the application for accreditation submitted by the following program:



Based on all of the information available at its recent meeting, the Review Committee conferred the following action:

Status: Initial Accreditation
Maximum Number of Residents:
Effective Date: 07/01/2016
Approximate Next Site Visit: 07/01/2018

#### AREAS NOT IN COMPLIANCE (Citations)

The Review Committee cited the following areas as not in substantial compliance with the ACGME's Program Requirements and/or Institutional Requirements:

## **NEW CITATIONS**

Institutional Support-Sponsoring Institution | Since: 10/19/2015 | Status: New

Sponsoring Institution - I.A.3.

There must be agreement with specialists in other areas/services regarding the requirement (II.D.2) that residents maintain concurrent commitment to their patients in the site during these rotations. (Core)

The Committee was not able to determine substantial compliance with the requirement. Specifically, at the time of the site visit, there were no written agreements in place, and the program director reported having "verbal" discussions with and is working with specialists in other areas/services. (Site Visitor Report, pp. 7)

Responsibilities of Faculty | Since: 10/19/2015 | Status: New

## Attachment C: Sample Psychiatry Residency Sustainability Letter

Department of Health Care Access and Information 2020 West El Camino Avenue, Suite 800
Sacramento, CA 95833
Re: Residency (Grant Application
Dear Sir or Madam:
To achieve the best outcomes, professionals to meet the health care needs of patients and their families.
, accredited by ACGME as a Sponsoring Institution, seeks to create the most compassionate and comprehensive, integrated care model to provide a high quality delivery system which provides equal access to available care and serves our mission and Core Values to reflect love to our community by healing body, mind and spirit.
As a Sponsoring Institution, pledges our ongoing financial commitment to the program, operational support of resident learning experiences, and commitment of physical space for resident learning and patient care activities in addition to necessary financial support for administrative, resources, including personnel, of the Demonstrate quality and excellence in:
<ul> <li>clinical care (patient safety, quality improvement, transitions in case, supervision of care delivery);</li> <li>resident performance (knowledge, skills, scholarly activities, communication, professionalism, fatigue/stress management);</li> <li>faculty development; and</li> </ul>
<ul> <li>long-term academic leadership.</li> <li>Prepare practitioners, researchers and healthcare leaders to provide the highest quality, evidence-based, cost effective, medical services.</li> </ul>
<ul> <li>Improve quality, compassionate access to quality health care and enhance wellness of adolescents, and adults throughout our medically underserved region and beyond.</li> <li>Prepare future medical educators and researchers to advance the state of knowledge in healthcare.</li> </ul>
We remain deeply committed to education and continuously assess the quality of the Residency Program, track trainee performance, and measure the program's outcomes. maintains and ethical, professiona and educationally rich environment for all trainees. The results are shared bi-monthly with the Graduate Medical Education Committee and the Executive Committee. Additionally, graduate medical education has the full support of the Board of Directors (GME is a standing agenda item for Committee and Board meetings).
We are extremely proud of the residents, faculty and staff in our Graduate Medical Education programs and welcome your questions or comments. Thank you for considering the grant application for the Residency.
Sincerely.
President and Chief Executive Officer

# Attachment D: Sample PECE Psychiatry Residency 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 psychiatry residents and child and adolescent\_psychiatry fellows\_representative of underserved communities.

WHEREAS, HCAI supports health care accessibility through the promotion of a racially diverse and linguistically 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 Psychiatry Residency programs is a priority strategy.

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

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

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

- Conduct outreach to and engagement with unserved, underserved, and inappropriately served children and youth through age 25 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 healthcare and other child-serving settings.
- Provide early intervention and treatment services that are culturally and linguistically responsive to California's diverse communities.
- Work collaboratively to deliver individualized, strengths-based, consumer- and familydriven 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 Psychiatry Residency Expansion 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.

- "Other Sources of Funds" means all cash, donations, or in-kind contributions that are required or used to complete the Project beyond the grant funds provided by this Grant Agreement.
- 8. "Program" means the Grantee's Psychiatry Residency, Child/Adolescence Fellowship, AND/OR Addiction Psychiatry Fellowship training program(s) listed on the Grant Application.
- 9. "Program Director" means the Director of Grantee's training program(s) for which grant funds are being awarded.
- 10. "Project" means the activity described in the Application and Scope of Work to be accomplished with the Grant Funds.
- 11. "State" means the State of California and includes all its Departments, Agencies, Committees and Commissions.
- 12. "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:

- 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 Psychiatry Residency program by adding psychiatry residents, child and adolescent fellows, and psychiatry addiction fellows to work in underserved communities with a focus on children and youth through age 25.
  - 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 psychiatrists.

- c. Implement outreach and recruitment activities to psychiatry residents and/or child and adolescent fellows, who are from unserved and/or underserved areas, and culturally diverse; and to individuals with consumer and/or family member experience.
- d. Recruit residents who can meet diversity needs consistent with PECE guiding principles.
- e. Ensure that the psychiatry residents and/or child and adolescent fellows perform at least part of their residency/child and adolescent fellowship in underserved communities. The Grantee shall encourage individuals who successfully complete training to work in underserved communities.
- f. Ensure that psychiatry residents and/or child and adolescent fellows 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 Psychiatry Residents and/or Child and Adolescent Fellows describing efforts to secure employment in underserved communities working with unserved and/or underserved groups.
- h. Annual Program Reports to HCAI shall include the number of years Psychiatry Residents/Fellows who have successfully finished the Program spend in underserved communities 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/.
- 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 Expansion 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 psychiatry residency and/or child and adolescent fellowship training for up to a four-year funding cycle for this many residents and/or fellows:

Psychiatry Residents	Child & Adolescent Fellows	Addiction Fellows
[Number of Psychiatry	[Number of Child &	[Number of Addiction
Residents]	Adolescent Fellows]	Fellows]

Training must begin on [Agreement Start Date] and end on [Agreement End Date]. Each resident and/or fellow supported represents a permanent expansion of the program.

- 4. The Grantee agrees to use the funds provided under this Grant Agreement to HCAI expanded capacity in the Program to address workforce shortages in agencies and institutions serving underserved communities. The Grantee shall:
  - a. Provide the name(s), contact information, and number of hours served in underserved communities for the psychiatry residents and/or child and adolescent fellows.
  - b. Develop or revise a curriculum and teaching method(s) that is consistent with the PECE guiding principles and which ensures that the psychiatry residents and/or child and adolescent fellows:
    - 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 communities, including children and youth through age 25 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 to access public benefits, work incentive provisions, and transition from a public to a private benefit system, as well as educational systems.
    - 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 e-App system.

## 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 psychiatry residency slots. The first annual payment also requires proof of ACGME accreditation for added psychiatry residency slots.
- 4. Certifications shall include the Agreement Number, the names of the resident(s) trained under this Agreement, a signature by the Program Director certifying that each resident(s) was engaged in activities authorized by this Agreement, and shall be submitted electronically.
- 5. Program reports shall include the names of the resident(s) trained under this Agreement, certifying that resident(s) were 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 resident/fellow per year for [Number of Residents/Fellows] resident(s)/fellow(s)	Annual Amount
Payment Year 2	[Year 2 Start Date] to [Year 2 End Date]	[Amount] per resident/fellow per year for [Number of Residents/Fellows] resident(s)/fellow(s)	Annual Amount
Payment Year 3	[Year 3 Start Date] to [Year 3 End Date]	[Amount] per resident/fellow per year for [Number of Residents/Fellows] resident(s)/fellow(s)	Annual Amount
Payment Year 4	[Year 4 Start Date] to [Year 4 End Date]	[Amount] per resident/fellow per year for [Number of Residents/Fellows] resident(s)/fellow(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.
- Expenditure Reporting: Reports of Program expenditures and enrollment of residents and/or child and adolescent fellows 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 program 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 program agrees to allow auditor(s) access to records (as described above) during normal business hours and to allow interviews of any employee 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 program 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 program 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 (a) 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 (3) years from the date of any resulting final settlement.
  - ii. Records which relate to (1) litigation of the settlement of claims arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the training institution until disposition of such appeals, litigation, claims, or exceptions.

## H. Budget Contingency Clause:

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

## I. Budget Adjustments:

- 1. Budget adjustments consist of a change within the approved budget that does not amend the total amount of this Agreement or any other terms of the Agreement.
- 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. 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 Grantee's Application, exhibits, and forms constitutes the entire and final agreement between the parties and supersedes any and 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. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated by the State. 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. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., Cal. Code Regs. Tit. 2, Section 1896).
- 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 or 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 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. 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 the State 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'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.
- 15. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- 16. Unenforceable Provision: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- 17. Use of Funds: The funding established pursuant to this act shall be utilized to expand behavioral health services. These funds shall not be used to supplant existing state or local funds to provide behavioral health services.

## 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	Grantee: [Contractor Name]
Information	
Section/Unit: Office of Health Workforce Development/PECE	Program Name: [Training Program Name]
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 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 here to have executed this Agreement.

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

## Attachment E: Sample PECE Psychiatry Residency New Program Grant Agreement

# GRANT AGREEMENT BETWEEN THE DEPARTMENT OF HEALTH CARE ACCESS AND INFORMATION (HCAI) 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, Office of Statewide Health Planning and Development (hereinafter "HCAI") and [Grantee Name], [Program Name] [Specialty] (collectively the "Grantee").

WHEREAS, state funds are available to increase the educational capacity to train psychiatry residents and child and adolescent\_psychiatry fellows\_representative of underserved communities.

WHEREAS, HCAI supports health care accessibility through the promotion of a racially diverse and linguistically 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 Psychiatry Residency programs is a priority.

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

WHEREAS, workforce training and education programs will adhere to the relevant 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 through age 25 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 healthcare and other child-serving settings.
- Provide early intervention and treatment services that are culturally and linguistically responsive to California's diverse communities.
- Work collaboratively to deliver individualized, strengths-based, consumer- and familydriven 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 Psychiatry Residency 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.

- "Other Sources of Funds" means all cash, donations, or in-kind contributions that are required or used to complete the Project beyond the grant funds provided by this Grant Agreement.
- 8. "Program" means the Grantee's Psychiatry Residency, Child/Adolescence Fellowship, AND/OR Addiction Psychiatry Fellowship training program(s) listed on the Grant Application.
- 9. "Program Director" means the Director of Grantee's training program(s) for which grant funds are being awarded.
- 10. "Project" means the activity described in the Grantee's Application and Scope of Work to be accomplished with the Grant Funds.
- 11. "State" means the State of California and includes all its Departments, Agencies, Committees and Commissions.
- 12. "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 Psychiatry Residency program that includes Child/Adolescence Psychiatry and/or addiction psychiatry fellowship slots.
- 2. The Grantee agrees to provide to the HCAI expanded capacity in a Psychiatry Residency program to address workforce shortages in underserved communities. 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 the psychiatry residents, child and adolescent fellows, and/or addiction psychiatry fellows:

- 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 communities, including children and youth through age 25 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:
  - a) Assessment
  - b) Diagnosis
  - c) Outcome identification
  - d) Individualized planning
  - e) Coordination of care
- 3. The Grantee shall complete all of the following phases as described, in the sequence listed, and submit documentation to HCAI for each completed phase.
- a. Approved ACGME Institutional Accreditation: An institutional affiliation with a residency program or hospital already accredited by ACGME to serve as the applicant's sponsor for the new medical residency program. Proof of this affiliation provided to HCAI in the form of the ACGME Institutional Accreditation letter.
- b. A fiscal plan, including identified funding streams, that reflects the consultant, staff, faculty, facility and/or other costs associated with achieving ACGME accreditation.
- c. An accreditation timeline that describes the planned schedule for ACGME accreditation phases a g listed here.
- d. Recruited training sites in the form of health facilities and other clinical sites at which residents will train over the course of their residency.
- e. Psychiatry Residency program design and curriculum, including an overall plan for clinical rotations, didactic teaching, and other longitudinal curricula.
- f. Recruited and developed Psychiatry Residency program faculty that reflect the socio-demographic and other characteristics of the underserved community they will be teaching and develop the skills of program faculty to utilize best practices in education, communication and cooperation within their department.

- g. ACGME residency program accreditation in the form of an ACGME-approved application that has been through every step of the Application Review Process, which includes:
  - i. Psychiatry Residency accreditation Review Committee initial review
  - ii. Psychiatry Residency accreditation Site Visit is conducted (if applicable)
  - iii. Psychiatry Residency accreditation Review Committee Meeting second review
  - iv. Psychiatry Residency accreditation approval or denial with number of approved residency slots
- h. 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 **[Grant Agreement Number]**, no later than the deliverable dates outlined in Agreement Section C. Grantee will submit deliverables using the online forms that HCAI provides.

Grantee Requirements		
Accreditation Phases	Phase Description	Report Detail
Required to Apply	ACGME Institutional Accreditation Letter of Sustainabilty	For first advanced payment, provide ACGME letter of Institutional Accreditation 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 through B, and (b) allowable expenses accrued through completion of Phase B.
Phase C	Rotation sites Recruited	For balance of funds up to the amount of allowable expenses, provide documents
Phase D	Curriculum	demonstrating (a) completion of Phases C
Phase E Phase F	Development Faculty Recruitment Recruited First Cohort	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 (4) 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]**.
- HCAI will release the payment for allowable expenses upon receipt of the ACGME accreditation letter approving new psychiatry residency/child and adolescent fellowship 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 three payments that shall not exceed [Total Award Amount].

2. Payment provisions

Payment Provisions		
Accreditation Phases	Phase Description	Report Detail
Required to Apply	Institutional Accreditation request letter to ACGME or ACGME granting Institutional Accreditation Letter of Sustainabilty	Twenty-five percent (25%) payable within 60 days of their full award after execution of this Agreement, providing your ACGME letter of Institutional Accreditation 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 expenses accrued through completion of Phase B.
Phase C	Rotation sites Recruited	Balance of grant payable based on actual expenses, with proof of completing Phases
Phase D	Curriculum	A through F and all other stipulated
Phase E	Development	conditions in grant agreement based on
Phase F	Faculty Recruitment Recruited First Cohort	reported allowable expenses.
Total	100% of reimbursable expenses	

- G. Accounting Records and Audits: Grantee shall comply with the following reporting requirements established by the Commission, as amended from time to time:
  - 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 residency program provided that the institution maintains such written fiscal control and accounting procedures as are necessary to assure proper disbursement of, and accounted for, such commingled funds, including provisions for:

- a. The accurate and timely separate identification of funds received.
- b. The separate identification of expenditures prohibited by the grant criteria.
- c. An adequate record of proceeds from the sale of any equipment purchased by funds.
- 2. Expenditure Reporting: Reports of the training program expenditures and enrollment of residents under the Agreement must be submitted as requested by the Commission or the HCAI Director for purposes of program administration, evaluation, or review.

#### 3. Records Retention and Audit:

- a. The training institution shall permit the HCAI Director, or the California State Auditor, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its residency program for the purpose of audit and examination.
- b. 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.
- c. The training institution agrees to make available at the office of the training institution at all reasonable times during the period set forth in subparagraph (d) below any of the records for inspection, audit or reproduction by an authorized representative of the State.
- 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, 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 (i) litigation of the settlement of claims arising out of the performance of this Agreement, or (ii) costs and expenses of this Agreement as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the training institution until disposition of such appeals, litigation, claims, or exceptions.

## H. Budget Contingency Clause:

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

 If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this 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. 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, exhibits and forms constitutes the entire and final agreement between the parties and supersedes all prior oral or written agreements or discussions.
- 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 Public Records Act (Gov. Code § 6250 et seg.).
- 4. Audits: Grantee agrees that HCAI, the Department of General Services, the California 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. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated by the State. 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, 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. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., Cal. Code Regs. Tit. 2, Section 1896).

- 5. Independent Contractor: Grantee and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or 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 by the Grantee. 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. 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.

# 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: Department of Health Care Access and Information	Grantee: [Contractor Name]
Section/Unit: Office of Health Workforce Development/PECE	Program Name: [Training Program Name]
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 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 here to have executed this Agreement.

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