



Substance Use Disorder Earn and Learn Program

Grant Guide For Fiscal Year 2022-23

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

Table of Contents

A.

Background and Mission

3

B.

Purpose and Description of Services.....

3

C.

Eligible Applicants and Available Funding

3

D.

Initiating an Application

4

E.

Application Components

5

F.

Budget Restrictions

5

G.

Award Procedures.....

5

H.

Grant Agreement Deliverables

5

I.

Post Award and Payment Provisions.....

6

J.

Breach

6

K.

Grant Guide Questions and Answers

7

L.

Key Dates

7

Attachment A: Evaluation and Scoring Criteria.....

8

Attachment B: Sample Grant Agreement.....

11

Attachment C: SUD Areas of Need Map.....

25

A. Background and Mission

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

HCAI seeks to develop a culturally competent and diverse substance use disorder (SUD) workforce that expands the knowledge of both new and existing behavioral health clinicians to provide age-appropriate SUD treatment. This grant opportunity will result in a three-year grant agreement(s) with SUD Earn and Learn (E & L) providers to provide education and paid job experience to students getting SUD certified in California.

B. Purpose and Description of Services

The applicant's program must include the following components:

1. Provide students with a paid SUD internship of 40 hours a week (20 hours in a work setting and 20 hours in an academic environment) for up to 25 weeks, at the rate of \$20.00 per hour, across the state.
2. Commit to recruitment, training, and internship placement of substance use disorder counselors (aka addiction, alcohol, and other drug counselors (AOD)).
3. Administer either directly or indirectly, all components of their contract, including but not limited to:
 - Training SUD students.
 - Monitoring paid work requirements.
 - Monitoring training activities.
 - Mentoring students, as appropriate.
 - Arranging for students' internship at an eligible site or facility.
 - Ensuring the successful completion of the training program which will enable entry into SUD positions, as well as encourage career progression.

The applicant may choose an optional activity: placement of graduates into employment. If the applicant chooses this option, the applicant must place 80 percent of their certified students in a full-time permanent SUD position by the end of the contract term and provide acceptable justification as to why they were not able to place the remainder.

C. Eligible Applicants and Available Funding

1. Eligible Applicants

Only SUD E & L Programs as defined in "Attachment B: Sample Grant Agreement, Section A, Item 5" are eligible for grant funding under this grant program.

A group of organizations meeting the criteria above may apply, with one organization identified as the fiscal sponsor.

Applicants must be able to:

- a. Report the quantitative measures of SUD needs in their region.

- b. Report partner educational institution(s) and/or training organization(s).
- c. Provide oversight of workforce training that prepares SUD professionals to qualify for, and obtain placement in, local SUD agencies and organizations.
- d. Demonstrate experience training and supporting individuals working in the SUD profession.
- e. Have their SUD E & L Program in place within twelve months of the contract execution date.

2. Available Funding

- a. Approximately \$23 million is available to support SUD E & L providers aimed at increasing a diverse SUD workforce throughout California's underserved communities.
- b. Maximum award amount is \$7.5 million each.
- c. HCAI may award full, partial, or no funding to an applicant based on the applicant's success in meeting the selection criteria score and the amount of available funds.

D. Initiating an Application

1. Applicants should provide brief 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 January 31, 2023 through the web-based application located at [Qualtrics E & L Application](#). No Applications will be accepted after this date. HCAI will not consider hard copy applications.
3. HCAI may reject an application if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. HCAI may reject any or all applications and may waive an immaterial deviation in an application. HCAI's waiver of an immaterial deviation shall in no way modify the Grant Guide or excuse the applicant from full compliance with all requirements if awarded the agreement.

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.

4. An individual authorized to represent the SUD E & L Program shall complete the SUD E & L Program application.
5. HCAI may modify this Grant Guide prior to the final application submission deadline by posting an addendum at <https://hcai.ca.gov/loans-scholarships-grants/grants/bhp/>.
6. HCAI reserves the right to reject any or all applications.
7. 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 Grant Agreement before receiving funds.
8. 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.

9. Awardees must sign and submit Grant Agreements by the HCAI due date. If the Awardee fails to sign and return the Grant Agreement by the due date, it may result in loss of award.
10. If, upon reviewing all deliverables, HCAI finds that the Grantee has not met all requirements and/or expended all funds, HCAI will request the remittance of funds from the Grantee.
11. The Public Records Act shall apply to all grant deliverables, including applications, reports and supporting documentation.
12. HCAI shall not consider any oral understanding or agreement to be binding on either party.

E. Application Components

When completing HCAI's SUD E & L Program application, applicants must identify their SUD E & L Program, provide information for programs to implement, complete a proposed budget, and project the number of students for each program.

F. Budget Restrictions

An applicant may request the distribution of grant funding for each fiscal year (FY) of the Grant Agreement. Please review the budget category limitations in Attachment B: Sample Grant Agreement, Section D. Budget Detail.

1. The number of students who would benefit from this funding cannot exceed 475.
2. Individual scholarships cannot be less than \$20,000 each.
3. The Grantee will reimburse students for the cost of the SUD exam (\$175.00) and the cost of the SUD certification (\$175.00).
4. The Grantee must have a formal relationship with the academic program in which the awarded student is actively enrolled and is required to offer paid internships.
5. HCAI will allow up to fifteen percent of the total budget for indirect program costs to use for costs indirectly attributed to the completion of the program services which can include, but not limited to utilities, rent, equipment, mentoring, worksite placement, monitoring paid or volunteer work requirements and training activities, and administrative service/payroll staff

G. Award Procedures

At the time of application closing, HCAI will review each application for the required information. HCAI will make final selections using the Evaluation and Scoring Criteria described in Attachment A. HCAI also intends for SUD E & L providers 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 by February 28, 2023.

H. Grant Agreement Deliverables

The Grantee shall submit reports and complete the annual web-based SUD E & L Program Annual and Activities Reports in accordance with the following schedule:

Completed Deliverable	Due Date
FY 2022-23 SUD E & L Program Workforce Annual Report	July 31, 2023
SUD E & L Activities Report	October 31, 2023
FY 2023-24 SUD E & L Program Workforce Annual Report	July 31, 2024
SUD E & L Activities Report	October 31, 2024
FY 2024-25 SUD E & L Program Workforce Annual Report	July 31, 2025
SUD E & L Activities Report	October 31, 2025
FY 2025-26 SUD E & L Program Workforce Annual Report	June 30, 2026

I. Post Award and Payment Provisions

- HCAI expects the Grantee will begin performance of grant agreement activities by **April 30, 2023**. Grantee shall not begin any work until the Grant Agreement has been signed and executed.
- Grantees will enter into agreements expiring on June 30, 2026.
- HCAI will make a single payment equaling twenty percent of the grant award after the execution of the Grant Agreement.
- HCAI makes payments annually in arrears upon receipt and approval of annual program report and expenditure documentation.
- HCAI will disburse full funding for the placement category when the Grantee successfully places at least eighty percent of students in a position by the end of the contract term and provides acceptable justification as to why they were not able to place the remaining applicants. HCAI will only pay for students' completion of the training program. HCAI will not make a payment for a student that drops out unless the grantee adds another student. The Grantee shall decide if they add another student if a student does not complete the program. The Grantee will receive an additional payment of no more than five percent of their award upon completion.
- Grantee shall complete all activities under the Grant Agreement before the termination date of the Grant Agreement.
- HCAI will determine if the Grantee meets its deliverables.
- HCAI reserves the right to cancel the Grant Agreement should the deliverables not meet HCAI's expectations.

J. Breach

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

funding opportunities.

K. Grant Guide Questions and Answers

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

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

L. Key Dates

The key dates for the program are as follows:

Event	Date	Time
Application Opens	December 1, 2022	3:00 p.m.
Technical Assistance Webinar	December 7, 2022	1:00 p.m.
Deadline to Submit Application	January 31, 2023	3:00 p.m.
HCAI Posts Notice of Awards	March 2023	N/A
Grant Agreement Start Date	May 2023	N/A

Thank you!

We would like to thank you for your interest in applying for the SUD Earn & Learn Grant Program.

Attachment A: Evaluation and Scoring Criteria

SCORING CRITERIA		
Core Categories	Guideline	Max Points Possible
SUD Prevalence / Training Sites	Please provide the address for each of the training sites offered by your work experience providers. (Please see Attachment C: SUD Areas of Need Map) SUD Prevalence score is the average of site scores, which are based on location. The locations will be valued as listed below (see prevalence map in attachment C). Outliers=5, Q4=4, Q3=3, Q2=2, Q1=1. 30 points – 3.45 and above prevalence score 10 points – 2.73 to 3.44 prevalence score 5 points – 2.39 to 2.72 prevalence score 1 point – 2.06 to 2.38 prevalence score 0 points – prevalence score of 2.05 and below Training Sites Bonus: 10 points may be awarded if the total amount of sites fall in the top quartile of applicants.	40
Children and Youth Services	Which strategies will your program employ to train your students to support children and youth with SUD behavioral health services? 5 points for each of the following strategies: • Encourage students to serve the age group 0-25 years • Provide incentives (financial or others) for students who serve the age group 0-25 years • Ensure that the majority of work experience providers focus on serving the age group 0-25 years • Provide incentives to work experience providers (financial or others) that focus on servicing the age group 0-25 years	20
Student Support Resources	Do you offer resources to promote student success, such as: 5 points for each of the following strategies: • Tutoring services with peers and/or campus-based resources • Mentoring with peers and/or behavioral health professionals from diverse backgrounds • Comprehensive support services	15

Staff Demographics	Languages spoken proficiently by staff practicing in a program setting. Medi-Cal threshold languages: • Arabic • Armenian • Cambodian • Chinese • Farsi • Hindi • Hmong • Japanese • Korean • Punjabi • Russian • Spanish • Tagalog • Thai • Vietnamese 30 points – 35% or more of staff speak a Medi-Cal threshold language 15 points – 10%-34% of staff speak a Medi-Cal threshold language 0 points – Less than 10% of staff speak a Medi-Cal threshold language	30
Student Recruitment Strategies	Select the strategies you will use to recruit and support students from underrepresented communities. (Select all that apply): 3 points for each of the following strategies: • Program uses data to identify underrepresented groups • Program uses a pipeline/recruitment strategy • Program has partnerships with community-based organizations that work with underrepresented communities • Program shares success stories of students who mirror the identities and backgrounds of the underrepresented groups	12
	Does your program have a strategy for recruiting SUD counselors with lived experience? 5 points: Yes 0 points: No	5
Workforce in Areas of Unmet Need Strategies	Select the program strategies you will use to encourage your students to practice in areas of unmet need. (Select all that apply): 3 points for each of the following strategies:	12

	• Select students based on strong interest to serve areas of unmet need • Prioritize students coming from underserved communities • Will have marketing and outreach programs to recruit students who are from underserved communities • Offer incentives to students who commit to working in underserved communities	
Cultural Competency Strategies	Select the strategies you will use to implement culturally responsive care training into the program’s curriculum. (Select all that apply): 4 points for each of the following strategies: • Work with organizations that come from similar cultural backgrounds as the communities served • Hire bilingual staff • Provide SUD students with training in cultural competency education	12
Post Program Employment Strategies	Select the strategies you will use to ensure the students in your program will receive offers for full-time employment after completing the program. (Select all that apply): 4 points for each of the following strategies: • Provide incentives (financial or others) to work experience providers for employing student • Require that students have at least three meetings with their advisor to discuss employment plans • Provide students with a monthly survey where they describe their experience and interest to continue working at placement receiving certification	12
Placement Component	Will your program have a placement component to find paid employment positions for students after completing the program? HCAI will award additional funds to programs that accomplish placing eighty percent or more students in paid roles after completing the program. • Yes • No	20

Attachment B: Sample Grant Agreement

GRANT AGREEMENT BETWEEN THE
DEPARTMENT OF HEALTH CARE ACCESS AND INFORMATION
AND
[GRANTEE NAME]
GRANT AGREEMENT NUMBER XX-XXXXX

THIS SUD EARN & LEARN GRANT AGREEMENT (“Agreement”) is entered into on <<Effective Date>> by and between the State of California, Department of Health Care Access and Information (“HCAI”) and <<Grantee Name>>, (the “Grantee”).

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

WHEREAS, the State Budget Act of 2021 appropriated funds for HCAI to award loan repayments, scholarships, and stipends, to increase and sustain the behavioral health workforce to serve underserved populations.

WHEREAS, Substance Use Disorder (SUD) Earn and Learn (SUD E & L) providers will provide alcohol and other drug specific education and paid supervised work experience for students obtaining certification (from one of the three certifying organizations: California Association for Alcohol and Drug Educators, California Consortium of Addiction Programs and Professionals and California Association of DUI Treatment Programs) in Substance Use Disorders counseling, with an emphasis on treating children and youth.

WHEREAS, workforce training and education programs will adhere to HCAI guiding principles that ensure behavioral health (mental health and substance use disorder) 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 substance use disorder, with priority on early intervention.
- Ensure racial diversity, cultural humility, and a linguistically competent workforce.
- Conduct outreach to and engagement with unserved, underserved, and inappropriately served children and youth and their families and caregivers, and persons with or at risk of substance use disorder
- Use effective, innovative, evidence-based, and community-identified practices.
- Promote wellness, recovery, resilience, and other positive behavioral health, and primary care outcomes for children and youth and their families and caregivers.
- 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.

WHEREAS, the Grantee will provide ongoing support to coordinate/administer programs and activities for individuals and entities that have made a commitment to work collaboratively in local substance use disorder services.

WHEREAS, the Grantee applied to participate in the SUD E & L Program, by submitting an application in accordance with the SUD E & L Program Grant Guide for Fiscal Year (FY) 2022-23.

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

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

A. Definitions:

1. "Program Application" means the grant application submitted by Grantee and approved by HCAI.
2. "Agreement Funds" means the money provided by HCAI for the Program described by Grantee in the Scope of Work/Deliverables contained herein.
3. "Caregivers" means adoptive parents and their partners, foster parents and their partners, grandparents and their partners who are now or have in the past been the primary caregiver for a child, youth, or adolescent with a mental health challenge who accessed mental health services.
4. "Chief Deputy Director" is defined as the Chief Deputy Director of HCAI or his/her designee.
5. "SUD Earn and Learn Provider" means a business entity that provides education and training to students obtaining SUD certification to help individuals and families recognize/overcome/manage their substance use disorders.
6. "SUD E & L Agreement/Agreement Number" means Agreement Number XX-XXXXX awarded to Grantee.
7. "Consumer" means the same thing as "Client" in California Code of Regulations, Title 9, Section 3200.040, which defines "Client" as an individual of any age who is receiving or has received mental health services" and which further states that the term "Client" includes those individuals "who refer to themselves as clients, consumers, survivors, patients, or ex-patients."
8. "Culturally Diverse Communities" mean communities of different diversity dimensions including race/ethnicity, gender, sexual orientation/identity, socio-economic status, age, religion, physical and/or mental/neurological abilities, language, geographical location (i.e., urban/rural), veteran, and/or other pertinent characteristics.
9. "Deputy Director" means the Deputy Director of the Office of Health Workforce Development or his/her designee.
10. "Family Member" means siblings, and their partners, kinship caregivers, friends, and others as defined by the family who is now or was in the past the primary caregiver for a child, youth, adolescent, or adult with a mental health challenge who accessed mental health services.
11. "Grantee" means the fiscally responsible entity in charge of administering the Agreement Funds and includes entities/organizations identified on the Agreement Scope of Work/Deliverables.
12. "Inappropriately Served" means populations that are not being provided appropriate culturally responsive and/or culturally appropriate services and are provided services often inconsistent with evidence-based and/or community-

identified practices.

13. "Partners" mean other Earn and Learn organizations with whom the applicant will co-apply to grant with to help in providing earn and learn services to HCAI
14. "Providers" mean organizations that employ or provide internships for care providers and provide hours that qualify towards the students' required hours to become certified.
15. "Program" means the activity described in the Grantee's Scope of Work that the Grantee will accomplish with the Agreement Funds.
16. "Program Manager" means the individual employed by HCAI to manage the grant program.
17. "Program Representative" means the individual representative of the Grantee for this Agreement.
18. "State" means the State of California and includes all its Departments, Agencies, Committees and Commissions.
19. "Underrepresented" means populations that are underrepresented in the mental health professions relative to their numbers in the total population.
20. "Underserved" means "clients of any age who have been diagnosed with a serious mental illness and/or serious emotional disturbance and are receiving some services but are not provided the necessary or appropriate opportunities to support their recovery, wellness and/or resilience. When appropriate, it includes clients whose family members are not receiving sufficient services to support the client's recovery, wellness and/or resilience. These clients include, but are not limited to, those who are so poorly served that they are at risk of homelessness, institutionalization, incarceration, out-of-home placement or other serious consequences; members of ethnic/racial, cultural, and linguistic populations that do not have access to mental health programs due to barriers such as poor identification of their mental health needs, poor engagement and outreach, limited language access, and lack of culturally competent services; and those in rural areas, Native American Rancherias and/or reservations who are not receiving sufficient services." (Cal. Code Regs., tit 9, § 3200.300.)
21. "Unserved" means "those individuals who may have serious mental illness and/or serious emotional disturbance and are not receiving mental health services. Individuals who may have had only emergency or crisis-oriented contact with and/or services from the County may be considered unserved." (Cal. Code Regs., tit 9, § 3200.310.)
22. "Placement" means assignment in a SUD position as a permanent paid employee.

B. Terms of the Agreement:

This Agreement shall take effect on [xx-xx-xxxx] and shall terminate on **06-30-2026**.

C. Scope of Work and Deliverables

Grantee agrees to the following Scope of Work and Deliverables as set forth herein. In the event of a conflict between the provisions of this Agreement and the

Grantee’s Program Application, the provisions of this Agreement shall prevail.

1. Deliverables

HCAI requires Grantees to collect and report information about their program and students. HCAI will provide the reporting mechanism to the Grantees. The report shall include, but is not limited to, the following information:

Annual Report

General Information

- Organization name.
- Training site name.
- Contact information.
- Which counties the students served in.
- How many work experience providers does your organization have?
- What strategies did your program employ to train students to support children and youth with SUD behavioral services?
- What resources did your program offer to promote student success?
- What strategies did your program use to recruit and support students from underserved communities?
- What strategies did your program use to encourage students to practice in areas of unmet need?
- What strategies did your program use to ensure the students received offers for full-time employment after completing the program?
- What strategies did your program use to ensure your programming was culturally and linguistically responsive to program participants?
 - Worked with organizations that come from similar cultural backgrounds as the communities served.
 - Hired bilingual staff.
 - Provided SUD students training in cultural competency education.
 - List any other strategies.
- Upload documentation detailing three meetings between students and their advisers discussing employment plans; include dates of the three meetings and the employment plan provided to the students.

Student Information

Number of students:

- Served.
- Certified.
- Organization can admit to the program.
- Who were admitted to the program.
- Who completed the program.
- Who were offered full-time employment through their training site.
- By race.
- By ethnicity.
- By sexual orientation.
- By gender identity.
- By languages spoken

Budget information

- Amount of funding requested.
- Amount of funding awarded.
- Amount spent on training program incentives.
- Amount spent on educational program incentives.
- Amount spent on student salaries.
- Amount spent on student certification.
- Amount spent on program personnel.
- Amount spent on any other costs.
- Amount spent on placement incentives.

2. Scope of Work

The Grantee shall administer all components (including entering into written agreements with individual awardees, internship worksite placement, monitoring paid internship and training activities) in the following program identified in their Program Application to support the workforce needs in their local behavioral health and substance use disorder setting:

- **SUD Certification Internship:** Provide students a paid SUD internship of 40 hours a week (20 hours in a work setting and 20 hours in an academic environment) for up to 25 weeks, at the rate of \$20.00 per hour, across the state.
- **Optional:** If Grantee chooses to participate in the placement component of this program, Grantee will be awarded an additional five percent of the original award amount. HCAI will disburse full funding for the placement category when the Grantee successfully places at least 80% of students in a SUD position by the end of the contract term and provides acceptable justification as to why they were not able to place the remainder of students. HCAI will only pay for students’ completion of the training program. HCAI will not make payment for a student that drops out unless the Grantee adds another student. The Grantee shall decide if they add another student or not.

HCAI’s SUD E & L Application

1. The Grantee agrees to use HCAI’s SUD E & L Application for the purpose of applying.
2. The Grantee shall complete an online SUD E & L Annual Report that demonstrates annual outcomes of activities performed. The Grantee will use this tool to inform HCAI on who was awarded, completed the training, certified as SUD counselors, and/or successfully placed in permanent SUD counselor positions.
3. The Grantee shall complete an online SUD E & L Activities Report that shows how many students completed the certified SUD counselors after completing the program.
4. Grantee will provide HCAI with the following completed deliverables:

Completed Deliverable	Due Date
FY 2022-23 SUD E & L Program Workforce Annual Report	July 31, 2023
SUD E & L Activities Report	October 31, 2023

FY 2023-24 SUD E & L Program Workforce Annual Report	July 31, 2024
SUD E & L Activities Report	October 31, 2024
FY 2024-25 SUD E & L Program Workforce Annual Report	July 31, 2025
SUD E & L Activities Report	October 31, 2025
FY 2025-26 SUD E & L Program Workforce Annual Report	June 30, 2026

5. Grantee will submit deliverables, using the online forms that HCAI provides.
6. The Grantee shall comply with the following additional conditions:

a. Payments of Agreement Funds shall be contingent on the on-time submission of Deliverables outlined in Agreement Section D

b. Grantee shall begin performance of the Deliverables on the date of execution of this Agreement.

c. HCAI will provide technical assistance to the Grantee to finalize submission of Deliverables per Agreement Section D-3. The parties shall complete all Deliverables on or before June 30, 2026.

d. The Grantee shall be responsible for the performance of all tasks and Deliverables specified in Agreement Section D-3.

e. HCAI may monitor the Grantee activities and progress, including but not limited to reviewing SUD E & L Annual Reports submitted by the Grantee. HCAI reserves the right to require the Grantee to submit additional reports or documentation to evaluate the Program and performance of the Deliverables during the term of the Agreement.

f. Payments of Agreement Funds shall be contingent on the satisfactory submission of the Deliverables. HCAI reserves the right to withhold funding for subsequent years until Grantee complies with the terms of this Agreement including this Scope of Work and Deliverable provisions.
- Grantee may submit any revisions to their Budget Information (Agreement Section D) in writing to HCAI for review and approval before June 30, 2026. Such revisions to the Budget and Student Information shall not require an amendment pursuant to this Agreement so long as both HCAI and the Grantee agree to the revisions in writing.
- D. Budget Detail
1. Grantee shall expend the Agreement Funds in accordance with the Budget provided in the Grantee’s application. The funds provided under this Agreement shall be the funds provided from FY 2022-23 through FY 2024-25 which shall cover the costs of activities under Section C “Scope of Work and Deliverables” and Section E “Budget Restrictions” including indirect program costs (defined below). Agreement Funds shall not be comingled with any of Grantee’s other funds.

2. Capitation Rate: \$50,000 per student +15% indirect cost + possible 5% for placement services.
- Budget and Student Information (from the Budget in Grantee’s Application)
- | | | | | | |
|---------------|----------|----------|----------|----------|-------|
| Grant Program | FY 22-23 | FY 23-24 | FY 24-25 | FY 25-26 | Total |
|---------------|----------|----------|----------|----------|-------|

Activity					
Education Program Incentives: Subsidized Faculty Salary/Bonus (up to \$8,145 per student)	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX
Education Program Incentives: Other	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX
Training Program Incentives: Subsidized Mentor Salary/Bonus (up to \$10,916 per student)	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX
Training Program Incentives: Other	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX
Total Payment to Student/ Trainee Salaries for entire (\$20,000 per student x Total Number of Students)	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX
SUD Exam & Certification (\$350 per student)	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX
Other Cost	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX
Total Direct Cost	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX
Indirect Program Cost (Shall not exceed 15% of Total Direct Cost)	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX
Placement Services (optional- up to 5% of Total Direct Cost)	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX
Total Budget (Not to exceed \$7.5 Million for entire grant period)	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX

3. Indirect Program Costs: The costs indirectly attributed to the completion of the program services which can include, but are not limited to utilities, rent, equipment, mentoring, worksite placement, monitoring paid or volunteer work requirements and training activities, and administrative service/payroll staff. These costs shall not exceed fifteen percent of the total budget.
4. Optional Placement Component Cost: The Cost indirectly/directly associated with placing students in a SUD position as a permanent paid employee. This is not to exceed five percent of the total budget.

E. Budget Restrictions

If Grantee chooses to participate in the optional placement component, they will receive no more than five percent of the award amount as payment.

Scholarships may be awarded for no less than \$20,000.00 per student. The maximum number of students is 475. Students will be reimbursed for the cost of the SUD exam, \$175.00, and the cost of the SUD certification, \$175.00.

F. Invoicing and Payment

1. HCAI will make a single payment equaling twenty percent of the grant award upon execution of the Agreement.
2. HCAI makes payments annually in arrears upon receipt and approval of annual program report and expenditure documentation.
3. The total amount payable to the Grantee under this Agreement shall not exceed [Total Award Amount].
4. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
5. HCAI may request additional information upon reviewing the Deliverables, prior to making payment.

G. Budget Contingency Clause:

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for this grant program, this Agreement shall be of no further force and

effect. In this event, HCAI shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.

2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this grant program, HCAI shall have the option to either cancel this Agreement with no liability occurring to HCAI or offer an agreement amendment to Grantee to reflect the reduced amount.

H. Breach:

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

I. 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.

J. General Terms and Conditions:

2. **Timeliness:** Time is of the essence in this Agreement. The Grantee shall submit the required Deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and/or scheduling issues, to adhere to the terms of the Agreement, is the sole responsibility of the Grantee.

3. **Final Agreement:** This Agreement, along with the Grantee's Program Application, attachments, and forms constitute the entire and final Agreement between the parties and supersedes any and all prior oral or written agreements or discussions. In the event of a conflict between the provisions of this Agreement and the Grantee's Program Application, exhibits and forms, the provisions of this Agreement shall prevail.
4. **Ownership and Public Records Act:** All reports and the supporting documentation and data collected during the funding period that are embodied in those reports, shall become the property of HCAI and subject to disclosure under the Public Records Act.
5. **Audits:** The Grantee agrees that HCAI, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three years after the final payment, unless a longer period of records retention is stipulated by the State. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.
6. **Provisions Relating to Data**
 - a. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
 - b. "Generated data" are that data, which Grantee has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Grantee in the performance of this Agreement at State expense, together with complete

documentation thereof, shall be treated in the same manner as generated data.

- c. "Deliverable data" are that data which, under the terms of this Agreement, are required to be delivered to the State. Such data shall be the property of the State.
 - d. Prior to the expiration of any legally required retention period and before destroying any data, the Grantee shall notify the State of any such contemplated action; and the State may within 30 days of said notification, determine whether or not the data shall be further preserved. The State shall pay the expense of further preserving the data. The State shall have unrestricted, reasonable access to the data that are preserved in accordance with this Agreement.
 - e. The Grantee shall use its best efforts to furnish competent witnesses and to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
7. Independence from the State: The Grantee and the agents and employees of the Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
8. Non-Discrimination Clause (See Cal. Code Regs., title 2, section 11105):
- a. During the performance of this Agreement, Grantee and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - b. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the

Government Code (Gov. Code §§11135-11139.5), and any regulations or standards adopted by HCAI to implement such article.

- c. Grantee shall permit access by representatives of the Department of Fair Employment and Housing and HCAI upon reasonable notice at any time during the normal business hours, but in no case, less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or HCAI shall require to ascertain compliance with this clause.
 - d. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
 - e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
9. Waiver: The waiver by HCAI of a breach of any provision of this Agreement by the Grantee will not operate or be construed as a waiver of any other breach. HCAI expressly reserves the right to disqualify the Grantee from any future grant awards for failure to comply with the terms of this Agreement.
10. 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.
11. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or arrangement not incorporated in this Agreement is binding on any of the parties.
12. 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.
13. Indemnification: Grantee agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any

person, firm, or corporation who may be injured or damaged by the Grantee in the performance of this Agreement.

14. 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, 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.
15. Termination for Cause: In addition to the Breach provisions above, HCAI may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. Grantee shall return any unused Agreement Funds that were previously provided to Grantee as of the date of termination.
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.

HCAI and Grantee Contact Information

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	HCAI Program Awarded Under [Name of Program/Grant]
Section/unit: Office of Health Workforce Development	Grantee's First Name, Last Name: [Grantee's Full Name]
Name: [Program Manager Full Name]	Address: [Grantee's Full Address]
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Phone: [Grantee's Phone Number]
Phone: [Program Manager Main Phone]	Email: [Grantee's Email Address]
Email: [Program Manager Primary Email]	

Parties' Acknowledgement:

By signing below, the Department of Health Care Access and Information (HCAI) and Grantee acknowledge that this Agreement accurately reflects the understanding of HCAI and Grantee with respect to the rights and obligations under this Agreement.

[Grantee's Full Name]

Date

For the Department of Health Care Access and Information:

[Procurement and Contract Services Manager]

Date

Attachment C: SUD Areas of Need Map

SUD Rates, by County

