



**County Medical Services Program Loan Repayment Program  
(CMSP LRP)**

**Grant Guide  
For Fiscal Year 2019-20**

All applicants must agree to the terms and conditions prior to receiving funds. The Office of Statewide Health Planning and Development will not make changes to the terms and conditions specified in this Grant Guide.

## Table of Contents

<b>Section I: CMSP LRP Grant Information</b> .....	3
A. Background and Mission.....	3
B. Eligibility Requirements.....	3
1. Provider Eligibility Requirements .....	3
2. Eligible Disciplines and Specialties.....	3
3. Practice Site Eligibility Requirements .....	4
4. Qualifying and Non-Qualifying Educational Loans.....	4
C. Funding Priorities and Award Amounts.....	4
D. Initiating an Application .....	5
E. Service Obligation.....	5
1. Requirement for Full-Time or Half-Time Clinical Practice .....	5
2. Switching to Full-Time or Half-Time Status.....	6
3. Worksite Absences.....	7
4. Communication Requirements .....	7
F. Evaluation and Scoring Procedures .....	7
G. Award Process .....	8
H. Grant Agreement Deliverables .....	8
I. Post Award and Payment Provisions .....	8
J. Breach Policy .....	9
K. Extension Applicants.....	9
L. Key Dates.....	9
M. Contact Us .....	9
<b>Section II: Provider eApp Technical Guide</b> .....	9
A. Provider eApp Technical Guide .....	9
1. Accessing the Application System.....	9
2. Registration and Login.....	10
3. Submitting an Application .....	10
B. CMSP LRP Application Components.....	10
<b>Attachment A: Evaluation and Scoring Criteria</b> .....	11
<b>Attachment B: Sample Grant Agreement</b> .....	15

**Section I: CMSP LRP Grant Information**

**A. Background and Mission**

CMSP understands that attracting and retaining quality healthcare professionals is an integral component of local healthcare delivery systems. To meet this need, the Governing Board sponsors educational debt relief programs for medical professionals. The CMSP LRP assists with the repayment of qualified educational loans for healthcare professionals who provide primary care or dental services at an approved site located in one of the 35 CMSP counties.

**B. Eligibility Requirements**

**1. Provider Eligibility Requirements**

To be eligible for a CMSP LRP award, each applicant must:

- Possess a valid and unrestricted license to practice in California.
- Have no existing service commitment or obligation to another entity.
- Be current on all child support payments.
- Have unpaid educational loans.
- Be employed at an eligible site.
- Commit to providing a two-year full-time (40 hours per week) or a two-year half-time (20 hours per week) service obligation. Refer to Section E. Service Obligation for more information.

**2. Eligible Disciplines and Specialties**

CMSP LRP participants must have a valid and unrestricted license to practice in the following disciplines and specialties:

<b>Discipline</b>	<b>Specialty</b>
Medicine	Family Medicine General Internal Medicine General Psychiatry Obstetrics/Gynecology
Nurse Practitioner	Primary Care
Physician Assistant	Primary Care
Dentist	General Dentistry

### 3. Practice Site Eligibility Requirements

Practice sites must meet the following requirements:

- Have a fully executed contract with the CMSP Governing Board.
- Be on the CMSP approved list. (OSHPD will update the list throughout the application cycle).
- Be located in one of the 35 participating CMSP counties: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Modoc, Mono, Napa, Nevada, Plumas, San Benito, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Tuolumne, Yolo, and Yuba.

### 4. Qualifying and Non-Qualifying Educational Loans

Government and commercial loans obtained for undergraduate and graduate health professions degrees qualify for CMSP LRP. Qualifying commercial lending institutions are those subject to examination and supervision by an agency of the United States, or by the state in which the institutions have their place of business.

The following types of debt are **not eligible** for loan repayment under the program:

- Loans in default
- Loans repaid in full
- Credit card debt
- Primary Care loans
- Personal lines of credit
- Residency loans
- Eligible educational loans consolidated with loans owed by any other person, such as a spouse

The applicant must have obtained the eligible education loans in their own name. For loans to remain eligible, applicant/participants must keep their eligible educational loans separate from other debts.

## C. Funding Priorities and Award Amounts

### 1. Available Funding

OSHPD issues this Grant Guide with up to \$1,762,000 of total CMSP LRP funding.

## 2. Award Amounts

For this application cycle, the maximum award amounts are:

Obligation Year	Full-Time Status	Half-Time Status
Initial Obligation	\$50,000	\$25,000
Extension year 1	\$20,000	\$10,000
Extension year 2	\$20,000	\$10,000
Extension year 3 and beyond	\$10,000	\$5,000

OSHPD may award full, partial, or no funding to an applicant based on the applicant's success in meeting the selection criteria, and the amount of available funds.

### D. Initiating an Application

The applicant must provide all necessary information and ensure that the information contained in the application is accurate.

Applicants must register and submit all applications through the web-based eApp <https://eapp.oshpd.ca.gov/funding/>.

New applicants must first register as a user to access the application materials. Returning applicants must use their email and password to login. Section II: Provider eApp Technical Guide contains information regarding how to register and complete your application.

You may apply for more than one scholarship or loan repayment program at a time. However, if awarded, you can only contract for one service obligation at a time.

### E. Service Obligation

#### 1. Requirement for Full-Time or Half-Time Clinical Practice

Full-time service:

- **Physician providers (excluding obstetrics/gynecology and psychiatry), dentists, nurse practitioners, and physician assistants:** Grantee works a minimum of 40 hours per week, for a minimum of 45 weeks per service year. Grantee must spend at least 32 hours per week providing direct patient care in approved outpatient ambulatory care setting(s). Grantee must spend the remaining 8 hours of the minimum 40 hours per week providing clinical services for patients in the approved qualified facility(ies), or providing clinical services in alternative settings (i.e., hospitals, nursing homes, shelters), or performing practice-related administrative activities (i.e., precepting, chart review, meetings, CME, etc.).

- **Obstetrics/gynecologists and psychiatrists:** Grantee works a minimum of 40 hours per week, for a minimum of 45 weeks per service year. Grantee must spend at least 21 hours per week providing direct patient care. Grantees spend the remaining 19 hours per week providing inpatient care in alternative settings (i.e., hospitals, nursing homes, shelters) as directed by the CMSP Practice Site(s), or performing practice-related administrative activities. Grantee can spend no more than 8 hours per week in administrative capacity or practice-related activities (i.e., precepting, chart review, meetings, CME, etc.).

Half-time service:

- **Physician providers (excluding obstetrics/gynecology and psychiatry), dentists, nurse practitioners, and physician assistants:** Grantee works a minimum of 20 hours per week, for a minimum of 45 weeks per service year. Grantee must spend at least 16 hours per week providing direct patient care in approved outpatient ambulatory care setting(s). Grantee must spend the remaining 4 hours of the minimum 20 hours per week providing clinical services for patients in the approved qualified facility(ies), or providing clinical services in alternative settings (i.e., hospitals, nursing homes, shelters), or performing practice-related administrative activities (i.e., precepting, chart review, meetings, CME, etc.).
- **Obstetrics/gynecologists and psychiatrists:** Grantee works a minimum of 20 hours per week, for a minimum of 45 weeks per service year. Grantee must spend at least 11 hours per week providing direct patient care. Grantees spend the remaining 9 hours per week providing inpatient care in alternative settings (i.e., hospitals, nursing homes, shelters) as directed by the CMSP Practice Site(s), or performing practice-related administrative activities. OSHPD will credit toward the 20 hour per week requirement up to 4 hours per week for administrative or practice-related activities (i.e., precepting, chart review, meetings, CME, etc.).

## 2. Switching to Full-Time or Half-Time Status

Full-time grantees may request to complete their service obligation under half-time status. If OSHPD approves the request to switch to half-time status, OSHPD will adjust the service obligation end date and allowable leave accordingly. Refer to Attachment B: Sample Grant Agreement Section L. Agreement Extension for more information.

Half-time grantees may not switch to full-time status while completing their initial service obligation. Half-time grantees may switch to full-time status if they receive an Extension award.

## 3. Worksite Absences

Grantees may have up to 35 workdays per contract service year away from the CMSP practice site for vacation, holidays, continuing professional education, illness, or any other reason. OSHPD will extend the Grantee's obligation end date for each

day of absence over the allowable 35 workdays. Refer to Attachment B: Sample Grant Agreement Section J. Provisions for Suspension, Waiver, Cancellation or Voluntary Termination of Service for all allowable leave related definitions.

#### **4. Communication Requirements**

Grantees must email OSHPD within these specified timeframes for the following reasons:

- a. Immediately:**
  - If you are no longer employed by the approved practice site.
  
- b. 30 calendar days if you:**
  - Change your name, mailing address, phone number, e-mail address, or lending institution.
  - Will be changing your current practice site for a new practice site.
  - Begin a leave of absence for medical or personal reasons.
  
- c. 60 calendar days if you:**
  - Begin maternity/paternity/adoption leave.
  - Are requesting to switch from full-time to half-time status.

#### **F. Evaluation and Scoring Procedures**

OSHPD may make multiple awards. Please refer to Attachment A: Evaluation and Scoring Criteria. Final awards include consideration of the following elements:

1. At the time of application closing, OSHPD will check each application for the presence or absence of required information in conformance with the submission requirements.
2. OSHPD may reject applications that contain false or misleading lender statements.
3. OSHPD will use the evaluation tool in Attachment A: Evaluation and Scoring Criteria to score applications and will grant awards to the highest scored applications.
4. OSHPD intends for this application to support multiple counties in California by providing a distribution of awards throughout the state. OSHPD may give preference to applications seeking to support geographic regions not addressed by other similarly scored applications.

## **G. Award Process**

OSHPD will notify selected applicants after finalizing all award decisions. The award process time can vary depending upon the number of applications received. OSHPD will use DocuSign to send grant documents to awardees and site administrators for review and signatures.

## **H. Grant Agreement Deliverables**

1. Every six months, the grantee shall submit an Employment Verification Form (EVF) through the eApp, to verify the provider's hours worked. OSHPD reserves the right to increase or decrease the number of EVFs required during the obligation period.
2. The grantee shall submit documentation of payments made towards eligible student debt for the CMSP LRP award amount within 14 days of agreement end date.

## **I. Post Award and Payment Provisions**

1. OSHPD expects the Grantee will begin performance of the grant agreement on the start date listed on the grant documents. Work performed, and payments made before the grant agreement start date, will not count towards the requirements for the grant agreement.
2. OSHPD will review EVFs and site eligibility to evaluate Grantee performance to determine whether and to what extent the Grantee met their obligation.
3. Awardees may terminate the Agreement no later than 45 days before the end of the fiscal year in which OSHPD entered into the agreement. To request a termination, Grantee must:
  - a. Submit a written request via email.
  - b. Repay all amounts paid to Grantee pursuant to this Agreement. The Grantee shall make all repayments before the end of the fiscal year in which the Grantee received payment from OSHPD.
4. OSHPD makes payments directly to the Grantee upon approving submitted EVFs.
5. OSHPD shall make up to two payments to initial Grantees, and one payment to extension Grantees. For initial Grantees, OSHPD will make the first payment (80 percent) after six months, the remaining 20 percent after one year. For extension Grantees, OSHPD will make full payment after six months.
6. OSHPD reserves the right to change the payment schedule to meet the end of a funding cycle.
7. All payments made under the CMSP LRP may be tax exempt. OSHPD does not provide tax advice. Grantee should seek advice from an independent tax consultant regarding the financial implication(s) of any financial incentive award.

## J. Breach Policy

OSHPD reserves the right to recover monies for the Grantee's failure to perform the obligations set forth in the grant agreement. Refer to Attachment B: Sample Grant Agreement Section I. Breach in the Grant Agreement for detailed information.

## K. Extension Applicants

CMSP's goal is to retain providers at CMSP Practice Sites. A Grantee may apply for a one-year extension that would begin after the successful completion of their current CMSP LRP agreement. To remain eligible, the individual must have qualifying educational loans, successfully complete their current CMSP LRP agreement before entering into a new agreement, and meet all other CMSP LRP eligibility requirements. A grantee can apply for an extension agreement every year they are eligible.

## L. Key Dates

The key dates for the program year are as follows:

Event	Date	Time
Application Available	January 2, 2020	3:00 p.m. Pacific Daylight Time (PDT)
Application Submission Deadline	March 2, 2020	3:00 p.m. PDT
Proposed Grant Agreement Start Date	May 15, 2020	N/A

## M. Contact Us

For questions related to CMSP LRP and the eApp, please email CMSP LRP staff at [SLRP@oshpd.ca.gov](mailto:SLRP@oshpd.ca.gov).

## Section II: Provider eApp Technical Guide

### A. Provider eApp Technical Guide

#### 1. Accessing the Application System

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

To access the eApp, go to <https://eapp.oshpd.ca.gov/funding/>. To ensure proper functionality, use either Internet Explorer or the Google Chrome browser.

## **2. Registration and Login**

All applicants must register in the eApp system before beginning an application. To register as a new user, click the “Create Account” button on the home page and follow the instructions. After submitting your email address and creating a password, you will receive an email with an account activation link. Click the link in the email to return to the eApp and complete your user account.

After registering with and logging into the eApp, you may begin an application by clicking “Apply Here” at the top of the eApp page.

## **3. Submitting an Application**

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

## **B. CMSP LRP Application Components**

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

The CMSP LRP application has nine sections for new and extension applicants to complete:

1. General Information
2. Professional Information
3. Contact Information
4. Employment Verification
5. Educational Debt
6. Cultural Competency, Life Experience, and Background
7. Personal and Professional Goals
8. Required Documents
9. Application Certification

Each CMSP LRP application page displays instructions. See the “Help” button located next to your user name in the upper right corner of your browser window for additional assistance or explanation.

### **Thank you!**

We would like to thank you for your interest in applying for CMSP LRP, and for your continued efforts in providing healthcare services in California’s underserved areas.

**Attachment A: Evaluation and Scoring Criteria**

Section	Evaluation and Scoring Criteria			Total Possible Points	
1	<b>List proposed and/or current employment site.</b>			5	
	Dental Care	<b>Points</b>	<b>Dental Care HPSA with a formal HPSA ratio</b>		<b>Or Population Ratio if no HPSA ratio data is available</b>
		5	10,000 or more		3,000 or more
		4	Between 8,000 and 9,999		Between 2,500 and 2,999
		3	Between 6,000 and 7,999		Between 2,000 and 2,499
		2	Between 5,000 and 5,999		Between 1,500 and 1,999
		1	Between 1 and 4,999		Between 1,000 and 1,499
	Mental Health	<b>Points</b>	<b>Mental Health HPSA with a formal HPSA ratio</b>		<b>Or Population Ratio if no HPSA ratio data is available</b>
		5	10,000 or more		3,000 or more
		4	Between 8,000 and 9,999		Between 2,500 and 2,999
		3	Between 6,000 and 7,999		Between 2,000 and 2,499
		2	Between 5,000 and 5,999		Between 1,500 and 1,999
		1	Between 1 and 4,999		Between 1,000 and 1,499
	Primary Care	<b>Points</b>	<b>Primary Care HPSA with a formal HPSA ratio</b>		<b>Or Population Ratio if no HPSA ratio data is available</b>
		5	10,000 or more		2,500 or more
		4	Between 5,000 and 9,999		Between 2,000 and 2,499
		3	Between 4,000 and 4,999		Between 1,500 and 1,999
		2	Between 3,500 and 3,999		Between 1,000 and 1,499
1		Between 1 and 3,499	Between 500 and 999		

Section	Evaluation and Scoring Criteria	Total Possible Points														
<b>2</b>	<p><b>Have you participated in any cultural competency courses or training in school or at work to better serve your patient population?</b></p> <ul style="list-style-type: none"> <li>• 2 points—Yes.</li> <li>• 0 points—No.</li> </ul>	2														
<b>3</b>	<p><b>Do the majority of your patients speak English?</b></p> <p>2 points—Yes.                      If No, the applicant must answer an additional question:</p> <p><b>Do you talk with your patients in their native language?</b></p> <ul style="list-style-type: none"> <li>• 2 points—Yes.</li> <li>• 0 points—No.</li> </ul>	2														
<b>4</b>	<p><b>A. How many years of experience do you have working or training in a medically underserved community or with medically underserved population?</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Number of points</th> <th style="text-align: center;">Years of training and/or work experience</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">6</td> <td>5 or more years</td> </tr> <tr> <td style="text-align: center;">5</td> <td>4 years</td> </tr> <tr> <td style="text-align: center;">4</td> <td>3 years</td> </tr> <tr> <td style="text-align: center;">3</td> <td>2 years</td> </tr> <tr> <td style="text-align: center;">2</td> <td>1 year</td> </tr> <tr> <td style="text-align: center;">1</td> <td>0 to 11 months</td> </tr> </tbody> </table> <p><b>B. List your previous work or training in a medically underserved community or with medically underserved population.</b></p>	Number of points	Years of training and/or work experience	6	5 or more years	5	4 years	4	3 years	3	2 years	2	1 year	1	0 to 11 months	6
Number of points	Years of training and/or work experience															
6	5 or more years															
5	4 years															
4	3 years															
3	2 years															
2	1 year															
1	0 to 11 months															

Section	Evaluation and Scoring Criteria	Total Possible Points														
<b>5</b>	<p><b>Have you volunteered in a medically underserved community or with medically underserved population in the United States or overseas?</b></p> <ul style="list-style-type: none"> <li>• 2 points—Yes.</li> <li>• 0 points—No.</li> </ul> <p>If Yes, the applicant must provide the date, location, and a brief description of the volunteer experience.</p>	2														
<b>6</b>	<p><b>Please provide the name and address of the High School you graduated from or the home address where you received your GED.</b></p> <ul style="list-style-type: none"> <li>• 4 points—located in a California Rural HPSA.</li> <li>• 2 points—located in a California HPSA.</li> <li>• 1 point—located in a HPSA within the United States.</li> <li>• 0 points—if answered "N/A" or received a High School Diploma or GED from an institution not located in a HPSA.</li> </ul>	4														
<b>7</b>	<p><b>How many years do you anticipate working in the underserved community?</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Number of points</th> <th style="text-align: center;">Number of years</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">5</td> <td style="text-align: center;">5 or more years</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">4 years</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">3 years</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">2 years</td> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">1 year</td> </tr> <tr> <td style="text-align: center;">0</td> <td style="text-align: center;">Less than 1 year</td> </tr> </tbody> </table>	Number of points	Number of years	5	5 or more years	4	4 years	3	3 years	2	2 years	1	1 year	0	Less than 1 year	5
Number of points	Number of years															
5	5 or more years															
4	4 years															
3	3 years															
2	2 years															
1	1 year															
0	Less than 1 year															
<b>8</b>	<p><b>Please list your professional goals in relation to your current or proposed employment.</b></p> <ul style="list-style-type: none"> <li>• 2 points—Goal is to continue working in a medically underserved community beyond service obligation.</li> <li>• 0 points—No answer or does not intend to work in a medically underserved community beyond service obligation.</li> </ul>	2														

Section	Evaluation and Scoring Criteria	Total Possible Points
<b>9</b>	<p><b>Please list your personal goals in relation to your current or proposed employment.</b></p> <ul style="list-style-type: none"> <li>• 2 points—Goal is to continue learning, developing, and improving to better serve medically underserved populations.</li> <li>• 0 points—No answer or response does not indicate the applicant intends to continue learning, developing, or improving to better serve medically underserved populations.</li> </ul>	2
<b>Total Possible Points</b>		<b>30</b>

## Attachment B: Sample Grant Agreement

GRANT AGREEMENT BETWEEN THE  
OFFICE OF STATEWIDE HEALTH PLANNING & DEVELOPMENT  
(HEALTHCARE WORKFORCE DEVELOPMENT DIVISION AND CALIFORNIA STATE  
LOAN  
REPAYMENT PROGRAM) AND  
**(GRANTEE NAME, Specialty/Discipline)**  
GRANT AGREEMENT NUMBER **00-00000**

THIS GRANT AGREEMENT (“Agreement”) is entered into on **00/00/0000** by and between the State of California, Office of Statewide Health Planning and Development (hereinafter “OSHPD”) and (GRANTEE NAME, Specialty/Discipline) (hereinafter the “Grantee”).

WHEREAS, OSHPD is authorized by a contract with the County Medical Services Program Governing Board to provide loan repayment to healthcare professionals who agree to work in a County Medical Services Program contracted site.

WHEREAS, the Healthcare Workforce Development Division 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 Healthcare Workforce Development Division seeks to accomplish its mission by encouraging primary care physicians and non-physician practitioners to provide healthcare in medically underserved areas through the County Medical Services Program Loan Repayment Program.

WHEREAS the County Medical Services Program Loan Repayment Program (hereinafter “CMSP LRP”) provides support to health care professionals in the repayment of educational loans.

WHEREAS Grantee is a qualified licensed non-residency and primary care health professional who was selected by OSHPD through duly adopted procedures to receive grant funds from CMSP LRP.

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

### **A. Definitions:**

1. “Application” means the grant application submitted by Grantee.
2. “County Medical Services Program Practice Site” (CMSP Practice Site) is a local outpatient facility providing health and/or mental health services under contract with the County Medical Services Program in a medically underserved area within one of thirty-five (35) designated counties: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kings, Lake,

Lassen, Madera, Marin, Mariposa, Mendocino, Modoc, Mono, Napa, Nevada, Plumas, San Benito, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Tuolumne, Yolo, and Yuba.

3. "Direct patient care" means the provision of health care services directly to individuals for treatment of a physical or mental illness or condition, including preventive care.
4. "Full-time Service" means:
  - **As to physician providers (excluding obstetrics/gynecology and psychiatry), dentists, nurse practitioners, and physician assistants:** Grantee works a minimum of 40 hours per week, for a minimum of 45 weeks per service year. At least 32 hours per week must be spent providing direct patient care in approved outpatient ambulatory care setting(s). The remaining 8 hours of the minimum 40 hours per week must be spent providing clinical services for patients in the approved qualified facility(ies), or providing clinical services in alternative settings (i.e., hospitals, nursing homes, shelters), or performing practice-related administrative activities (i.e., precepting, chart review, meetings, CME, etc.).
  - **As to obstetrics/gynecologists and psychiatrists:** Grantee works a minimum of 40 hours per week, for a minimum of 45 weeks per service year. At least 21 hours per week must be spent providing direct patient care. The remaining 19 hours per week are spent providing inpatient care in alternative settings (i.e., hospitals, nursing homes, shelters) as directed by the CMSP Practice Site(s), or performing practice-related administrative activities. No more than 8 hours per week can be spent in administrative capacity or practice-related activities (i.e., precepting, chart review, meetings, CME, etc.).
  - Time spent "on-call" cannot be counted toward the 40-hour week.
5. "Half-time Service" means:
  - **As to Physician providers (excluding obstetrics/gynecology and psychiatry), dentists, nurse practitioners, and physician assistants:** Grantee works a minimum of 20 hours per week, (not to exceed 39 hours per week) for a minimum of 45 weeks per service year. At least 16 hours per week must be spent providing direct patient care in approved outpatient ambulatory care setting(s). The remaining 4 hours of the minimum 20 hours per week must be spent providing clinical services for patients in the approved qualified facility(ies), or providing clinical services in alternative settings (i.e., hospitals, nursing homes, shelters), or performing practice-related administrative activities (i.e., precepting, chart review, meetings, CME, etc.).
  - **As to obstetrics/gynecologists and psychiatrists:** Grantee works a minimum of 20 hours per week, for a minimum of 45 weeks per service year.

At least 11 hours per week must be spent providing direct patient care. The remaining 9 hours per week are spent providing inpatient care in alternative settings (i.e., hospitals, nursing homes, shelters) as directed by the CMSP Practice Site(s), or performing practice-related administrative activities. No more than 4 hours per week can be spent in administrative capacity or practice-related activities (i.e., precepting, chart review, meetings, CME, etc.).

- Time spent “on-call” cannot be counted toward the 20-hour week.
6. “Extension Service” means the one-year extension of the Grantee’s service obligation, which applies to both half-time and full-time service providers.
  7. “Grant Agreement/Grant Number” means Grant Number **00-00000** awarded to Grantee.
  8. “Grant Funds” means the loan repayment assistance for qualified educational debt provided by CMSP LRP which is funded by funds received from the County Medical Services Program Governing Board.
  9. “Primary Health Care Services” means all the disciplines included in the CMSP LRP Eligibility Section of the Program Application.
  10. “Program” means the County Medical Services Program Loan Repayment Program (CMSP LRP).
  11. “Program Application” means the application submitted by Grantee for CMSP LRP funding.
  12. “Provider” means the Grantee.
  13. “Service Term” means the period of **00/00/0000** through **00/00/0000**, and any revision or extension thereof.
  14. “Site Representative” is the individual who has been designated to sign the Grantee’s Employment Verification Forms (EVFs) and other documents.
  15. “State” means the State of California and includes all its Departments, Agencies, Committees, and Commissions.

**B. Term of the Agreement:**

This Agreement shall take effect upon execution and shall terminate upon Grantee’s completion of the Service Obligation or as otherwise provided in the Agreement.

**C. Scope of Work:**

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. Grantee

agrees to the following Scope of Work:

1. Provide **(Full-time/Half-time)** Service, **pursuant to grantee application**, in direct patient care during the Service Term (the "Service Obligation") at:

**Practice Site Name**

**Practice Site Address**

**Practice Site City, State and Nine Digit Zip Code**

2. Accept loan repayment from OSHPD as outlined in the Agreement.
3. Ensure that the Grantee's Site Representative submits the EVFs to OSHPD.
4. Apply all Grant Funds received under **this Agreement** to the qualifying educational loan(s) provided by the lending institution(s) listed on the Grantee's approved Application.
5. Shall not default on any loan listed on Grantee's Application.
6. Notify OSHPD, in writing, of all name, mailing address, phone number, e-mail address, and lending institution changes within 30-days of the changes.
7. Comply with all grant requirements, as authorized by the County Medical Services Program Governing Board. Specifically, Grantees must not have an outstanding contractual obligation for health professional service with a federal, state or other loan repayment program entity, unless that service obligation will be completely satisfied before the Service Term begins. This includes bonus clauses (based on loan balances) in employment Agreements that may impose a service obligation.
8. To charge for professional services at a rate not to exceed the usual and customary rate prevailing in the area in which such services are provided. Except that if a patient is unable to pay such charge, such person shall be charged at a reduced rate (i.e., sliding fee schedule) or not charged any fee.
9. To comply with the provisions of Medicare (Title XVIII) and Medicaid (Title XIX) of the Social Security Act.

#### **D. Payment Provisions and Reporting Requirements:**

1. For Full-time and Half-time Grantees, OSHPD shall make one (1) payment for the extension grantees and two (2) payments for the new grantees within the initial Service Term, payable **directly** to the Grantee. OSHPD reserves the right to change payments provisions within the term of this Agreement, if needed. Service Obligation will be verified upon submission of proof of the provision of the Service Obligation via an EVF bi-annually. OSHPD reserves the right to increase or decrease the number of EVF's submitted within the Agreement term, if needed.

**Nothing in this Agreement relieves the Grantee of the primary responsibility to repay the educational debts listed in the approved Application.**

2. Documentation of payments made to lending institution(s) for the CMSP LRP award amount must be submitted to OSHPD within 14 days of Service Term end

date. All funds received by grantee from CMSP LRP must be applied to Grantee's educational loans before the Service Term ends.

3. The total obligation of OSHPD under this Agreement shall not exceed **\$00,000.00** to the Grantee.

**E. Tax Exempt:**

Note - Payments made under the County Medical Services Program Loan Repayment Program may be **tax exempt**.

**OSHPD does not provide tax advice and this section may not be construed as tax advice from OSHPD. Grantee should seek advice from an independent tax consultant regarding the financial implication(s) of any financial incentive award.**

**F. Prompt Payment Clause:**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**G. Budget Contingency Clause:**

1. It is mutually agreed that if the funds provided by the County Medical Services Program Governing Board are reduced or eliminated, this Agreement shall be of no further force and effect. In this event, OSHPD 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 County Medical Services Program Governing Board for purposes of this Program, OSHPD shall have the option to either cancel this Agreement with no liability occurring to OSHPD, or offer an Agreement amendment to Grantee to reflect the reduced amount.

**H. County Medical Services Program Governing Board Funded Agreements:**

1. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of CMSP LRP funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the County Medical Services Program Governing Board for Fiscal Year 2019-20 for the purpose of this Program.
3. OSHPD will notify the Grantee prior to commencement of the Service Term if the Agreement is invalidated for lack of funding.

**I. Breach:**

OSHPD reserves the right to recover the following amounts for Grantee's failure to

perform the obligations set forth in this Agreement:

1. The total of the amounts paid by OSHPD to, or on behalf of, the Grantee for any portion of the Service Obligation not actually completed.
2. An amount equal to the number of months of obligated service not completed by:  
(i) the Full-Time Grantee multiplied by \$2,306.25; or (ii) the Half-Time Grantee multiplied by \$1,153.13.
3. Any amount OSHPD is entitled to recover from the Grantee shall be paid within one (1) year of the date OSHPD determines that the Grantee is in breach of this written Agreement.
4. Per Government Code 16580-16586 OSHPD has statutory authority to collect on any outstanding debts. OSHPD may attempt to collect from the Franchise Tax Board or any Medi-Cal offsets. OSHPD may contact the Employment Development Department, the Board of Equalization and/or a collection agency in an effort to obtain repayment of the funds owed.

**J. Provisions for Suspension, Waiver, Cancellation or Voluntary Termination of Service:**

1. Any service or payment obligation incurred by the Grantee will be canceled upon the Grantee's death.
2. OSHPD may waive or suspend the Grantee's Service Obligation or payment obligation incurred under this Agreement if the Grantee is permanently incapacitated by illness or injury, which prevents Grantee from practicing his/her profession, or prevents Grantee from obtaining any other gainful employment. OSHPD reserves the right to request medical or disability documentation as deemed necessary in order to complete the waiver or suspension request. Grantee must submit a written request to OSHPD for waiver or suspension of Grantee's service obligations. A suspension of Grantee's obligation may be granted up to one (1) year if Grantee's compliance is temporarily impossible or an extreme hardship. Additional time taken will extend the Service Term end date. (Note: A waiver permanently relieves the Grantee of all or part of the Service Obligation, however, waivers are not routinely granted and require a showing of compelling circumstances).
3. Leave of absence for medical or personal reasons maybe granted up to six (6) months if the Grantee provides independent medical documentation of physical or mental health disability or personal circumstances, including a terminal illness of an immediate family member, which results in the Grantee's temporary inability to perform the CMSP LRP obligation. Grantee must submit a written request to OSHPD which must be approved at least thirty (30) calendar days prior to beginning any leave of absence. Periods of approved leave of absence of service will revise the Service Term end date.
4. If the Grantee plans to be away from his/her site(s) for maternity/paternity/adoption leave the Grantee is required to inform OSHPD at least sixty (60) calendar days before taking the leave. OSHPD allows Grantees to

be away from their site(s) within the timeframes established by either the Family Medical Leave Act (up to 12 weeks) or the Grantee's state of residence; however, the Grantee must adhere to the leave policies of his/her approved CMSP Practice Site. If a Grantee plans to take additional leave, he/she is required to request a medical suspension which may or may not be approved by OSHPD. A Grantee is required to serve a minimum of 45 weeks per service year and can be away from the CMSP Practice Site for no more than 35 workdays per service year; therefore, a Grantee's Service Term will be revised for any allowed absences totaling over 35 workdays.

5. Call to Active Duty in the Armed Forces leave of absence or suspension of service may be granted to Grantees who are military reservists and are called to active duty may be granted for up to one (1) year, beginning on the activation date described in the reservist's call to active duty order. In addition to the written request for suspension, a copy of the Order to active duty must be submitted to OSHPD. The period of active duty will not be credited toward the CMSP LRP service obligation. Periods of approved leave of absence or suspension of service will revise the Service Term end date.
6. OSHPD may provide for the partial or total waiver or suspension of any obligation of service or payment by Grantee whenever compliance by the individual is impossible or would involve **extreme hardship** to the individual and if enforcement of such obligation with respect to any individual would be unconscionable.
7. OSHPD may terminate the Agreement, not later than 45 days before the end of the fiscal year in which the agreement was entered into, if the Grantee:
  - a. Submits a written request for such termination; and
  - b. Repays all amounts paid to Grantee pursuant to this Agreement. Any repayments for a year of obligated service shall be made no later than the end of the fiscal year in which the Grantee completes such year of service.

#### **K. Change of Practice Location:**

1. Grantee may request that OSHPD permit him or her to change the practice location from one CMSP Practice Site to another CMSP Practice Site. The request must be in writing and must be received and approved by OSHPD, a minimum of 60 calendar days prior to the desired change.
2. Should the CMSP Practice Site for any reason be unable to employ the Grantee, Grantee's Service Obligation must be completed at another CMSP Practice Site. The period without a site shall not exceed six (6) months. If the period without a site exceeds six (6) months, the Grantee shall be placed in breach and OSHPD may pursue the remedies set forth herein. Grantee is solely responsible for identifying another CMSP Practice Site. An approved CMSP Practice Site list is located on the OSHPD CMSP LRP website.
3. Grantees that voluntarily resign from their sites without prior approval from OSHPD or are terminated by their site(s) for cause may not receive a transfer to another site, may be deemed as unqualified for an Extension Agreement, and

may be placed in default.

4. If Grantee becomes unemployed or is informed by his/her site of a termination date, Grantee must notify OSHPD immediately in writing. An approved CMSP Practice Site list is located on the OSHPD CMSP LRP website to assist in relocating to a new site. The Service Term may be revised based on the length of time the Grantee is without a site, so long as the period without a site does not exceed six (6) months and so long as the loss of employment is not a result of termination for cause.

#### **L. Agreement Extension:**

1. Grantee may apply to extend the term of the Agreement. If the Grantee applies to extend the term of the Agreement, Grantee shall provide documentation satisfactory to OSHPD that reflects payment amounts, equal to prior CMSP LRP award amounts (i.e., lender statement summary/payment history). OSHPD reserves the right to disqualify Grantee from future participation in CMSP LRP for failure to provide requested documentation. OSHPD reserves the right to deny Grantee's request to extend the term of the Agreement.
2. The Grantee shall not be permitted to change from full-time to half-time status without written request and approval from OSHPD. The request for change in status should be submitted at least sixty (60) calendar days prior to approval. If approved, a written Agreement amendment will be required to extend the Agreement end date. OSHPD reserves the right to deny Grantee's request to extend the term of the Agreement.
3. Should OSHPD and the Grantee agree to amend the dates of this Agreement, the service obligation shall be extended by the corresponding amount of time spent in a leave of absence.
4. Should the Grantee be absent from the approved practice site for more than 35 full-time or half-time working days per Agreement year (i.e., sick leave, vacation, holidays, Continuing Medical Education, or any other type of leave), OSHPD shall extend this Agreement by the number of days the Grantee exceeded the 35 full-time or half-time day limit. If the Grantee is absent less than 35 full-time or half-time days, the balance shall not be carried over into the following Agreement year.
5. Should the Grantee transfer to another approved practice site, this Agreement may be extended for the length of time the Grantee was without a site, so long as the period without a site does not exceed six (6) months. If the period without a site exceeds six (6) months, the Grantee shall be placed in breach and shall be liable to OSHPD in accordance with the conditions set forth herein. Grantee is solely responsible for identifying another approved practice site. A list of CMSP LRP approved practice sites will be provided upon request. Failure to identify an approved practice site within six (6) months shall be treated as a breach of this Agreement and OSHPD expressly reserves the right to pursue any remedies set forth herein.

6. Subject to the availability of funds awarded by the County Medical Services Program Governing Board for CMSP LRP, OSHPD may approve a request for Agreement extension if the Grantee remains eligible for continued participation in CMSP LRP.
7. If this Agreement is extended, OSHPD may, dependent on the amount of the Grantee's remaining qualifying graduate and/or undergraduate educational loans, pay up to: (i) \$20,000.00 per year for full-time extension year one and two, and up to \$10,000 for full-time extension year three; or (ii) \$10,000.00 per year for half-time extension year one and two, and up to \$5,000 for half-time extension year three. Award amounts are subject to change.

**M. General Terms and Conditions:**

1. Time: Time is of the essence in this Agreement. Grantee will perform 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. Cumulative Remedies: A failure to exercise or a delay in exercising, on the part of OSHPD, any right, remedy, power or privilege hereunder shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.
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 Public Records Act.
4. Additional Audits: Grantee agrees that the awarding department, the Department of General Services, the Bureau of State Audits, 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 audits for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. (Gov. Code §8546.7, Pub. Agreement Code §10115 et seq., Cal. Code Regs. Title 2, §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 an officer or employee or agent of the State.
6. Waiver: The waiver by OSHPD of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other subsequent breach by OSHPD expressly reserves the right to disqualify Grantee from any future grant awards for failure to comply with the terms of this Agreement.
7. 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.

8. 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.
9. 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.
10. 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 Grantee 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 Grantee in the performance of this Agreement.
11. 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 CMSP LRP Program Manager. If unresolved, the problem shall be presented, in writing, as a grievance to the Deputy Director, Healthcare Workforce Development Division, stating the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought.
  - b. The Deputy Director shall make a determination within ten (10) working days after receipt of the written grievance from the Grantee, and shall respond in writing to the Grantee indicating the decision and reasons for it.
  - c. Grantee may appeal the decision of the Deputy Director by submitting written notice to the OSHPD Chief Deputy Director of its intent to appeal, within ten (10) working days of receipt of the Deputy Director's decision. The Chief Deputy Director or designee shall meet with the Grantee within twenty (20) working days of receipt of the Grantee's letter. The Chief Deputy Director's decision will be final.
12. Termination For Cause: OSHPD 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.
13. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
14. 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.
15. Non-Discrimination Clause: During the performance of this Agreement, Grantee shall not unlawfully discriminate, harass, or allow harassment against any member of the underserved population in performing the obligations under this Agreement because of sex, race, color, ancestry, religious creed, national origin,

physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), or marital status.

16. Grant Representatives: The project representatives during the term of this agreement are listed below. Direct all inquiries to:

State Agency: Office of Statewide Health Planning and Development	Grantee's First Name, Last Name:
Section/Unit: Healthcare Workforce Development Division/CMSP LRP	Grantee's Title/Specialty:
Name:	Phone Number 1:
Address:	Address:
Phone:	Phone Number 2:
Email:	Email:

*By signing below, the Office of Statewide Health Planning and Development (OSHPD) and Grantee acknowledge that this Agreement accurately reflects the understanding of OSHPD and Grantee with respect to the rights and obligation under this Agreement.*

\_\_\_\_\_

**(GRANTEE NAME, Specialty/Discipline)**

**Date**

*For the Office of Statewide Health Planning and Development:*

**Karen Isenhower, SSM II**

**Date**