



## **Behavioral Health Scholarship Program (BHSP)**

### **Grant Guide For Fiscal Year 2023-24**

All applicants must agree to the terms and conditions prior to receiving funds. The Department of Health Care Access and Information will not make changes to the terms and conditions specified in this Grant Guide.

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**Section I: BHSP Grant Information**

**Background and Mission**

The Department of Health Care Access and Information (HCAI) administers health workforce programs. These workforce programs build a health workforce that serves a diverse California.

BHSP provides scholarships to behavioral health students seeking education or training to become behavioral health practitioners through a certificate, associate, bachelor, master and/or doctoral degree program in exchange for a 12-month service obligation practicing and providing direct patient care in an underserved community, eligible applicants may receive up to \$25,000. The purpose of this program is to increase the number of appropriately trained behavioral health professionals providing direct patient care in an underserved area or qualified facility within California.

**Eligibility Requirements**

**Provider Eligibility Requirements**

To be eligible for an BHSP award, each applicant must:

- Start training program by September 30, 2023
- Be enrolled in a minimum of six semester units, or its equivalent, until program completion
- Has a GPA of 2.0 or greater for most recent academic performance or equivalent
- Maintain a GPA of 2.0 or greater, until program completion
- This requirement does not apply to Peer Support Specialists in an authorized training program
- Must graduate after the proposed grant agreement start date indicated in Section I: Key Dates
- Not have any other existing service obligations with other entities, including other HCAI programs
- Not be in breach of any other HCAI service obligation
- Commit to providing a 12-month service obligation in an underserved area or qualifying facility within six months of graduation
- Provide 32 hours or more per week of direct patient care
- Attend an educational institution within the state of California.
- Complete and submit the application through the [HCAI Funding Portal](#) by the deadline.

**Eligible Behavioral Health Professions**

BHSP applicants must be accepted or enrolled in an accredited academic or certificate program that prepares them to become one of the following professionals:

Applied Behavior Analysis Therapist	Assistant Psychologist	Associate, Bachelor or Master Degreed Social Worker
Bachelor Level Mental Health Worker	Behavioral Health Case Managers	Certified Peer Specialist
Behavioral Disorder Counselor	Behavioral Health Assistant	Board Certified Behavior Analyst
Community Health Worker/Promotore	Community Response Counselor	Licensed Applied Behavioral Analyst
Licensed Clinical Psychologist	Licensed or Associate Clinical	Licensed or Associate Marriage

	Social Worker	and Family Therapist
Licensed or Associate Professional Clinical Counselor	Licensed Psychiatric Technician	Mental/Behavioral Health Services Specialist
Mental Health Care Specialist	Mental Health Counselor	Mental Health Rehabilitation Specialist
Occupational Therapist	Occupational Therapist Assistant	Peer Personnel Specialist
Psychiatric Aid	Psychiatric Advanced Practice Nurse	Psychiatric Mental Health Nurse Practitioner
Psychiatric Registered Nurse	Psychiatric Technician	Registered Psychological Associate
Substance Use Disorder Counselor		

**Eligible Geographic and Site Designations for a Service Obligation**

- Children’s Hospital
- Community-Based Behavioral Health Organization (501(c)(3))
- Correctional Facility
- County-Operated Health Facility
- County-Operated Behavioral Health Clinic or Program
- Federally Qualified Health Center (FQHC)
- FQHC Look-Alike
- Health Professional Shortage Area – Mental Health (HPSA-MH)
- Health Professional Shortage Area – Primary Care (HPSA-PC)
- Medically Underserved Area – (MUA)
- Native American Health Center
- Non-profit behavioral health settings
- Primary Care Shortage Area (PCSA)
- Public School Facility
- Rural Healthcare Center
- State-Operated Health Program and/or Facility
- Substance Use Disorder Services Program and/or Facility
- Tribal Communities
- Veteran’s Services Program and/or Facility

**Eligible Cost of Attendance**

You must indicate that you have costs associated with schooling to be eligible for an award. The cost of attendance (COA) is the total amount it will cost for you to attend your program for one year. The COA may include the following expenses:

- Tuition and fees
- On-campus room and board (or a housing and food allowance for off-campus students)

- Allowances for books, supplies, transportation, loan fees, and, if applicable, dependent care. The COA must reflect the costs associated for one year **only**, and not the entire program

## **Award Amounts and Available Funding**

### **Available Funding**

At least \$30,000,000 is available to support students enrolled in eligible degree programs. Additional funding may be available to support individuals who currently work in or plan to commit to work in reproductive health.

In the event there is additional state funding available, HCAI has the discretion to make additional awards.

### **Award Amount**

The maximum award amount for the Behavioral Health Scholarship Program (BHSP) is **\$25,000**. HCAI 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. Applicants will not be awarded more than their total cost of attendance for one year of the program.

BHSP's goal is to encourage and retain providers at eligible BHSP worksites. A Grantee may apply each year for an additional award. For each award, the Grantee will be required to serve an additional one-year service obligation. To remain eligible, the individual must still be enrolled in an eligible behavioral health certificate, associate, bachelor, master, and/or doctoral degree program, and meet all other BHSP eligibility requirements.

A new application must be submitted to be considered for an award, as each service obligation requires a separate contract, and will not be considered as a continuation or previous agreement.

### **Initiating an Application**

The applicant is responsible for providing all necessary information and ensuring that the information contained in the application is complete and accurate.

Applicants must register and submit all applications (including all required forms, documents and/or attachments) through the web-based eApp <https://funding.hcai.ca.gov/>.

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

Applicants may apply for more than one HCAI scholarship or loan repayment program at a time.

### **Service Obligation**

Grantees must, within six months of graduation from an accredited college or career institution from a qualified program, provide full-time service in direct patient care for a term of at least 12 months at a qualified worksite.

“Full-time Service” is defined as a minimum of 32 hours of direct patient care per week.

“Direct Patient Care” means the provision of health care services provided directly to individuals being treated for or suspected of having behavioral health conditions. Direct patient care includes both face-to-face and telehealth-based care, as well as first line supervision of individuals delivering direct patient care.

“First-line supervision” is defined as supervising agency employees and students who are enrolled in an organized postgraduate training and/or education program that provide direct patient care.

If awarded, an individual can contract for only one service obligation at a time.

### **Worksite Absences**

Grantees can take up to four weeks per calendar year away from their BHSP approved practice site for any leave of absence approved by their worksite, or otherwise as required to comply with applicable federal and state laws. HCAI will execute a contract amendment to extend the grantee’s obligation end date for each day of absence over the allowable four weeks.

### **Communication Requirements**

Grantee must email HCAI within these specified timeframes for the following reasons:

- **15 calendar days if you:**
  - Have any change in full-time status, including but not limited to, a decrease in the number of hours providing medical services (falling below 32 hours), termination, resignation, or leave of absence in excess of the time permitted outlined under Section I: Worksite Absences.
- **30 calendar days if you:**
  - Have any change in worksite. Submit an Employment Verification Form (EVF) to the Program Officer. HCAI will verify if the worksite is eligible.
  - Change in name, residential address, phone number, and/or email address.
- **90 calendar days if you:**
  - File a petition with HCAI for modification of the amount to be paid or repaid, and/or the time of repayment regarding a potential breach in contract.

### **Evaluation and Scoring Procedures**

HCAI 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, HCAI will review each application for the presence or absence of required information in conformance with the submission requirements.

2. HCAI may reject applications that contain false or misleading information.
3. HCAI will use the evaluation criteria in Attachment A: Evaluation and Scoring Criteria to score applications.

### **Award Process**

HCAI will notify selected applicants after finalizing all award decisions. The award process time can vary depending upon the number of applications received. HCAI will use DocuSign to send contract documents to Grantee for review and signatures.

### **Grant Agreement Deliverables**

The Grantee shall:

- Submit two Progress Reports through the eApp during the 12-month service obligation. The schedule of these reports is based on the date you begin working at your approved worksite.

### **Required Grant Documentation**

- Contact your Program Officer to receive a Graduation Date Verification (GDV) form within 30 days after graduating from program.
- Contact your Program Officer to receive an Employment Verification Form (EVF) within 6 months after graduating and **anytime** there is a change in practice site.
- Request and submit Payee Data Record form (STD204) anytime there is a change in your name and/or residential address.

### **Post Award and Payment Provisions**

1. HCAI expects the Grantee will begin performance of the grant agreement on the start date listed on the grant documents.
2. The State Controller's Office mails a paper check directly to the Grantee's address on file. **Note: Please ensure HCAI has your most recent residential address on file to avoid delay in payment.** See Attachment B: Sample Grant Agreement, Section D: Payment Provisions and Reporting Requirements for detailed information.
3. HCAI cannot provide tax advice to Grantees. HCAI are not tax professionals and tax consequences may vary depending on the Grantee. For this reason, Grantees should seek professional tax advice.

### **Breach Policy**

HCAI 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 G: Breach for detailed information.

**Key Dates**

The key dates for the program year are as follows:

<b>Event</b>	<b>Date</b>	<b>Time</b>
Application Available	May 15, 2023	3:00 p.m.
Technical Assistance Webinar	May 31, 2023	11:00 a.m.
Application Submission Deadline	August 15, 2023	3:00 p.m.
Anticipated Award Notice Date	July, August and September 2023	N/A
Proposed Grant Agreement Start Date	September 29, 2023	N/A

**Grant Questions and Answers**

You can find answers to most questions in this Grant Guide. Prospective applicants may submit questions to HCAI at [Bhprograms@hcai.ca.gov](mailto:Bhprograms@hcai.ca.gov) at any time during the application cycle.

**Contact Us**

For questions related to BHSP and the eApp, please email HCAI staff at [Bhprograms@hcai.ca.gov](mailto:Bhprograms@hcai.ca.gov).

**Section II: eApp Technical Guide**

**Accessing the Application System**

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

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

**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.

**Submitting an Application**

- By submitting the application, you agree to the grant Terms and Conditions
- HCAI will not consider late and/or incomplete applications. For more detailed information, refer to Section I: Key Dates in this Grant Guide

- Once you click the “Submit” button, you **cannot** go back to revise the application
- The eApp will email you a confirmation of submission

### **BHSP Application Components**

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

The BHSP application has nine sections for applicants to fill out:

1. General Information
2. Profile Information
3. Contact Information (**one contact required**)
4. Educational Information
5. Professional Information
6. Scholarship Program Verification
7. Employment History
8. Required Documents
  - **Ensure you use an acceptable file format, or your application will be rejected. Examples of acceptable formats are .jpg, .doc, .docx, and .pdf.**
9. Application Certification

Where applicable, each page displays instructions. You can also click the “Help” button located next to your username in the upper right corner of your browser window for additional assistance or explanation. If you need additional assistance, contact BHSP staff [Bhprograms@hcai.ca.gov](mailto:Bhprograms@hcai.ca.gov).

**Attachment A: Evaluation and Scoring Criteria**

**Awardee Selection Information**

HCAI may award full, partial, or no funding to an applicant based on the applicant’s success in meeting the scoring criteria, the amount of available funds, and the size of the eligible applicant pool. HCAI will use the Evaluation and Scoring Criteria below to score applications and will grant awards to the highest scored applications. HCAI also intends for the BHSP program to support a geographic distribution in California. Additional preference may be given to an applicant from a geographic region which is not represented by the highest scored applications.

Priority consideration will be given to applicants who intend on graduating within the first two years after the application cycle closes.

**Scoring Criteria for Behavioral Health Scholarship Program (BH Scholarship)**

<b>SCORING CRITERIA</b>		
<b>Core Categories</b>	<b>Guideline</b>	<b>Max Points Possible</b>
<b>Languages Spoken</b>	<b>20 points:</b> Speaks one or more listed languages fluently/well enough to be able to provide direct care services to clients. <b>0 points:</b> Does not speak more than one listed language.	<b>20</b>
<b>Medically Underserved Areas/Populations</b>	Volunteered or worked in a medically underserved area or with medically underserved populations in the United States or overseas? <b>20 points:</b> Yes <b>0 points:</b> No	<b>20</b>
<b>Graduation Date</b>	<b>20 points:</b> Graduation date is within calendar year 2024. <b>0 points:</b> Graduation date is later than December 31, 2024.	<b>20</b>
<b>Economically Disadvantaged</b>	As defined by the Scholarship for Disadvantaged Students program, identified as having as disadvantaged background based on environmental and/or economic factors, or received a federal Exception Financial Need Scholarship? <b>20 points:</b> Yes <b>0 points:</b> No	<b>20</b>
<b>Academic Performance</b>	<b>10 points:</b> Student has a 3.0+ GPA <b>5 points:</b> Student has a 2.0 - 2.99 GPA or equivalent	<b>10</b>
	<b>Total Points</b>	<b>90 total points</b>

**Attachment B: Sample Grant Agreement**

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

THIS GRANT AGREEMENT (“Agreement”) is entered into on **[Grant Start Date]** by and between the State of California, Department of Health Care Access and Information (hereinafter “HCAI”) and **[Provider Name]** (“hereinafter “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, HCAI seeks to accomplish its mission by encouraging healthcare students to practice in underserved communities throughout California through the **[Program Cycle Name]**.

WHEREAS, **[Program Acronym]** provides support to healthcare students by providing scholarship incentives for healthcare educational programs.

WHEREAS, Grantee applied to participate in the **[Program Cycle Name]**, by submitting an electronic application in response to the **[Program Cycle Name]** Application.

WHEREAS, Grantee was selected by HCAI through duly adopted procedures to receive grant funds from **[Program Acronym]**.

NOW THEREFORE, HCAI and the Grantee agree as follows:

**A. Definitions**

1. “Program Application” means the grant application submitted by Grantee and approved by HCAI.
2. “Director” means the Director of the Department of Health Care Access and Information or their designee.
3. “Deputy Director” means the Deputy Director of the Office of Health Workforce Development (OHWD) or their designee.
4. “Grant Agreement/Grant Number” means this Agreement, **[Grant Agreement Number]**, between HCA and Grantee.
5. “Provider” means the Grantee.
6. “Grant Funds” means the money provided by HCAI to Grantee per this Agreement.
7. “Program” means the **[Program Cycle Name]**.

8. "Program Officer" means the HCAI analyst that administers and oversees the grant program.
9. "State" means the State of California and includes all its Departments, Agencies, Committees and Commissions.
10. "Direct Patient Care" means the provision of health care services provided directly to individuals being treated for or suspected of having physical or mental illnesses including, face-to-face and telehealth-based preventative care and first-line supervision.
11. "Full-Time Service" is defined as a minimum of 32 hours per week.
12. "Abortion" (as defined by California Health and Safety code section 123464) means any medical treatment intended to induce the termination of a pregnancy except for the purpose of producing a live birth.
13. "Abortion-related services" includes induced abortions performed by a trained provider, under sanitary conditions, and using modern techniques (e.g., vacuum aspiration), or the use of high-quality medications with an effective regimen for medical abortion. Abortion-related service also includes miscarriage management, counseling and/or mental health services related to abortions, contraceptive services, links to other sexual and reproductive health services, and connections to the community, as defined under post-abortion care."
14. "Qualified Facility" is a facility Children's Hospital, Correctional Facility, County-Operated Health Facility, Federally Qualified Health Center, Native American Health Center, Public School Facility, Rural Health Clinic, Skilled Nursing Facilities, State-Operated Health Facility, Substance Use Facility, and/or Veteran's Facility.

## **B. Terms of the Agreement**

This Agreement shall take effect on **[Agreement Start Date]** and shall end on **[Agreement End Date]**.

## **C. Scope of Work**

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

Grantee Shall:

1. For the period of **[Agreement Start Date]** through **[Agreement End Date]** be enrolled in a(n) eligible health educational program with a minimum of six semester units, or its equivalent, maintain a 2.0 GPA or better in the educational program listed on the approved Program Application for the duration of the program until a degree/certification is conferred, and completing service obligation in a qualifying facility.
  - a. Take not more than four weeks of leave in a calendar year from their approved worksite for any leave of absence approved by their worksite, unless required by federal and state laws, without affecting their service obligation.

- b. Obtain approval from HCAI for more than four weeks of leave and agree to amend the term of this Agreement to extend the service obligation for each day of absence over the four weeks.
  - c. The 2.0 GPA requirement does not apply if enrolled in a peer support specialist certificate program.
2. Within 30 days following graduation:
  - a. Submit a Graduation Date Verification (GDV) Form certifying Grantee was in good standing and graduated from the educational program listed on the approved Program Application.
3. Within a six-month period following graduation from the educational program listed on the approved Program Application:
  - a. Begin full-time (not less than 32 hours of direct patient care per week) in a qualified facility in California for a period of not less than 12 months.
  - b. Provide proof of full-time employment to HCAI, including hire date, position, and hours worked per week. HCAI will provide forms as needed to Grantee.
  - c. Provide a copy of licensure, registration or certificate including the license number issued by the appropriate California licensing board and/or certifying organization, if requested.
4. Notify HCAI, in writing, of any changes to name, mailing address, phone number, or e-mail address changes within 30 days of the change.
5. Notify HCAI within 30 days of any change in the place of employment. HCAI will verify if the new place of employment is a qualified facility. Grantees shall contact their Program Officer (identified under Section K. HCAI and Grantee Contact Information) to verify eligibility of a potential new employer before switching places of employment.
6. Submit to HCAI all requested information during the duration of this Agreement, **[Agreement Start Date]** through **[Agreement End Date]**. HCAI may request information including, Scholarship Program Verification Form, Graduation Date Verification Form, Employment Verification Form, and Progress Reports.
7. Not contract with another entity to practice professionally for a period during the term of this Agreement for financial benefit, including tuition reimbursement, scholarships, loans, or loan repayment. Grantee shall be ineligible to receive a loan repayment under this Agreement until the conflicting obligation with any entity has been fulfilled.
8. Apply all Grant Funds to the qualifying educational expense(s) due to the cost of attendance listed on the approved Program Application, during the term of this Agreement. Work performed, and payments made before the grant agreement start date, will not count towards the requirements.

#### D. Payment Provisions and Reporting Requirements

1. HCAI shall make a **one-time payment** of Grant Funds within the Service Term, from **[Grant Agreement Start Date]** to **[Grant Agreement End Date]**, payable directly to the Grantee. HCAI reserves the right to change payment provisions within the Agreement term, if needed.
2. Payments will be made pursuant to Government Code, Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 et seq.
3. HCAI will monitor the service obligation via the bi-annual submission of Progress Reports by the Grantee. HCAI reserves the right to increase or decrease the number of Progress Reports required to be submitted within the Agreement term, if needed.
4. Grantee shall make any required payments on all outstanding student loans. **Nothing in this Agreement relieves the Grantee of the primary responsibility to repay the educational debts listed in the approved Program Application.**
5. The total obligation of HCAI under this Agreement shall not exceed **[\$Award Amount]** and shall be payable as follows:  
  
**[\$PAYMENT]** once this Grant Agreement is executed **on [Grant Agreement Start Date]**.
6. Payments are conditioned upon HCAI's receipt of documentation of the Grantee's provision of the service obligation, and other documents as required by HCAI. Payment shall be made within 45 calendar days from the execution of this Agreement. Payments under this Agreement are issued independent of any loan payment due date and may be made at any time within the term of this Agreement.

#### E. Award Tax

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

#### F. Budget Contingency Clause

1. Parties agree that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Program, this Agreement shall be void. In this event, HCAI shall have no liability to pay any funds to Grantee or to furnish any other consideration 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 the Program, HCAI shall have the option to either cancel this Agreement with no liability occurring to HCAI or offer an amendment to Grantee to reflect the reduced amount.

**G. Breach**

1. HCAI expressly reserves the right to pursue all legal and equitable remedies in the event of a breach by Grantee.
2. Grantee's failure to complete their Service Obligation is a material breach of this Agreement. HCAI shall recover the following penalty for Grantee's failure to complete their Service Obligation unless Grantee obtains relief under Section H:
  - a. The amounts paid by HCAI to, or on behalf of, the Grantee for any portion of the Service Obligation not actually completed.
  - b. Of penalties resulting from Grantee's breach, an amount equal to the number of months of obligated service not completed by the Grantee multiplied by \$1,500.00.
3. Any breach penalty shall be paid within six (6) months of the date of HCAI's written notification to Grantee of the breach, unless HCAI agrees to another arrangement in writing.
4. Grantee shall be ineligible to apply for any HCAI Programs in the future if they materially breach their contract unless Grantee obtains relief under Section H.

***By signing below, the Grantee has reviewed and acknowledged the terms under Section G: Breach.***

\_\_\_\_\_  
**[Grantee's Full Name]**

\_\_\_\_\_  
**Date**

**H. 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. Grantee may seek a modification, waiver, suspension, reduction, or delay of the service or payment obligations under this Agreement by written request to HCAI setting forth the basis, circumstances, and causes which support the requested action. HCAI may approve a request for a suspension for a period up to one year. A renewal of this suspension may also be granted on a case-by-case basis.
3. HCAI may modify, waive, suspend, reduce, or delay any service or payment obligation incurred by a Grantee whenever compliance by the Grantee is impossible, or would involve extreme hardship to the Grantee, and if the enforcement of the service or payment obligation would be against equity and good conscience.
4. Compliance by a Grantee with a service or payment obligation shall be considered impossible if HCAI determines, on the basis of information and documentation, that the Grantee suffers from a physical or mental disability resulting in the permanent (or near-permanent) inability of the Grantee to perform the service or other activities which would be necessary to comply with the obligation.

5. When determining if to waive, suspend, reduce, or delay any or all of the service or payment obligations of a Grantee due to an undue hardship and being against equity and good conscience, HCAI may consider the following:
  - a. The Grantee's present financial resources and obligations;
  - b. The Grantee's estimated future financial resources and obligations; and,
  - c. The extent to which the Grantee has problems of a personal nature, such as physical or mental disabilities, or terminal illness in the immediate family, which so intrude on the Grantee's present and future ability to perform as to raise a presumption that the individual will be unable to perform the obligation incurred.
6. Grantee shall provide documentation to substantiate any request made under this section.

#### **I. Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsome issued Executive Order N-2-22 (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**

1. **Timeliness:** Time is of the essence in this Agreement. Grantee will submit required documentation by the deadlines set by HCAI. Anticipating potential overlaps, conflicts, and scheduling issues, to adhere to the terms of the Agreement, is the sole responsibility of the Grantee.
2. **Final Agreement:** This Agreement, along with the Program Application, constitutes the entire and final agreement between the parties and supersedes all prior oral or written agreements or discussions. Any conflict between the provisions of this Agreement and the Program Application, the provisions of this Agreement shall prevail.
3. **Cumulative Remedies:** HCAI's failure to exercise or a delay in exercising any right, remedy, power or privilege shall not operate as a waiver; nor shall any single or partial exercise by HCAI of any right, remedy, power or privilege preclude any other or further exercise 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.
4. **Ownership and Public Records Act:** All reports and the supporting documentation and data, which are embodied in those documents, collected from Grantee pursuant to this Agreement,

shall become the property of the State and subject to the California Public Records Act (Gov. Code §§ 6250 et seq.).

5. Independence from the State: Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
6. Waiver: The waiver by HCAI of a breach of any provision of this Agreement by the Grantee will not operate or be construed as a waiver of any other breach. HCAI expressly reserves the right to disqualify Grantee from any future grant awards for failure to comply with the terms of this Agreement.
7. Approval: This Agreement is of no effect until signed by both parties. The 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 Grantee, either in whole or in part, without the consent of HCAI 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 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. Grantee will discuss the dispute informally with the HCAI Program Manager. If unresolved the dispute shall be presented, in writing, to the Deputy Director stating the issues in dispute, the basis for Grantee's position, and the remedy sought. Grantee shall include copies of any documentary evidence and describe any other evidence that supports their 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.
12. Termination for Cause: HCAI may terminate this Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Agreement at the time and in the manner 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.

**K. 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 <b>[Name of Program]</b>
Section/Unit: Office of Health Workforce Development	Grantee's First Name, Last Name: <b>[Grantee's Full Name]</b>
Program Officer Name: <b>[Program Officer Full Name]</b>	Address: <b>[Address 1]</b>
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Phone Number 1: <b>[Phone 1]</b>
Phone: <b>[Program Officer Main Phone]</b>	Phone Number 2: <b>[Phone 2]</b>
Email: <b>[Program Officer Primary Email]</b>	Email: <b>[Email Address]</b>

**L. 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**