

## Medi-Cal Behavioral Health Student Loan Repayment Program

Grant Guide For Grant Year 2025

## Table of Contents

Purpose3
Background and Mission3
Award Funding3
Eligibility Requirements
Eligible Behavioral Health Professions4
Eligible Practice Sites5
Eligible and Ineligible Educational Loans and Loan Characteristics for Grantees6
Distribution of Awards7
Max Award by Profession8
Tax Information
Service Obligation
Program Monitoring10
Practice Site Absences
Grant Agreement Deliverables11
Initiating an Application11
Evaluation and Scoring Procedures12
Award Process
Contract Termination12
Breach Policy
Key Dates13
Resources
Post Award and Payment Provisions13
Contact Us14
Attachment A: Evaluation and Scoring Criteria15
Attachment B: Sample Grant Agreement

## Purpose

This guide explains what the Medi-Cal Behavioral Health Student Loan Repayment Program (MBH-SLRP) is and what you need to do to apply. It includes step-by-step instructions for applicants and important rules that grantees must follow to complete their service obligation. Everyone who applies must agree and meet the program's requirements before they are awarded any funding. The Department of Health Care Access and Information (HCAI) does not allow any changes to the rules listed in this guide.

## **Background and Mission**

HCAI created the MBH-SLRP program to help grow California's healthcare workforce. It does this by paying off student loans for behavioral health professionals who give direct care to clients in places that serve Medi-Cal and uninsured patients.

In December 2024, the Centers for Medicare & Medicaid Services (CMS) approved the Department of Health Care Services' (DHCS) Behavioral Health Community-Based Organized Networks of Equitable Care and Treatment (BH-CONNECT) Medicaid Section 1115 demonstration project authorizing up \$1.9 billion in funding across five distinct workforce programs over a five-year period. The MBH-SLRP is part of the BH-CONNECT Workforce Initiative. The BH-CONNECT Workforce Initiative allows California to use federal matching funds to support efforts that increase the number of behavioral health professionals helping Medi-Cal members and people without insurance.

## Award Funding

Up to **\$90,100,000** is available for award to eligible behavioral health professionals practicing in eligible settings.

## **Eligibility Requirements**

In exchange for a service obligation to serve in a Medi-Cal safety net setting, eligible behavioral health professionals may receive loan repayments of up to **\$240,000** depending on their profession and subject to the terms of this guide. Each Grantee, defined as an applicant who has been awarded an MBH-SLRP grant and signs the HCAI issued grant agreement, is required to meet program requirements for the duration of the MBH-SLRP listed below. Grantees who fail to comply with these requirements may be disqualified from the program, terminated from the program, or considered in breach of their Grant Agreement.

To be eligible for an MBH-SLRP award, each Grantee must comply with the following:

a) If a license, certification, or credential is required for your profession, maintain a current and unrestricted license/certification/credential and be in good standing with the body responsible for your license/certification/credential.

- b) Have existing qualifying educational loan debt incurred while pursuing a degree or certificate to practice in an eligible behavioral health profession.
- c) Keep eligible educational loans in good standing.
- d) Must not be in breach of any HCAI service obligation or a service obligation with any other entity.
- e) Must not have an existing HCAI service obligation or a service obligation with any other entity.
- f) Submit Employment Verification Forms (EVFs) every six months, using the HCAI eApp Funding Portal demonstrating compliance with program requirements and grant agreement.
- g) Be willing to serve a service obligation providing direct care in a Medi-Cal safety net setting.
- h) Maintain 32 hours or more per week of direct client care at an eligible practice site, or 30 hours or more per week of direct care in an eligible school setting during the entirety of the service obligation.
- i) Complete and submit an application using the HCAI eApp Funding Portal by August 15, 2025, at 3:00 p.m.

#### **Eligible Behavioral Health Professions**

Applicants in one of the eligible professions below can receive loan repayments through the MBH-SLRP. Regardless of profession type, applicants must deliver behavioral health services as described in the service obligation to be eligible. This will need to be indicated in the application. Current associate or registered providers must obtain the related license or certificate no later than 1 year after completing the degree or certificate program and meeting clinical hour requirements pursuant to state law.

Addiction Medicine Physician	<ul> <li>AOD (Alcohol and Other Drug) Counselors<sup>1</sup></li> </ul>
Associate Clinical Social Worker	Associate Marriage and Family Therapist
Associate Professional Clinical Counselor	Certified Peer Support Specialist
Certified Wellness Coach <sup>2</sup>	<ul> <li>Community Health Worker (Promotores/Representatives)</li> </ul>
Licensed Clinical Psychologist	Licensed Marriage and Family Therapist
Licensed Clinical Social Worker	Licensed Psychiatric Technician
Licensed Professional Clinical Counselor	Mental Health Rehabilitation Specialist
Licensed Vocational Nurse	Occupational Therapist
Nurse Practitioner	Physician Assistant
Psychology Associate	<ul> <li>Psychiatrists (including Addiction and Child and Adolescent Psychiatrist)</li> </ul>
Registered Nurse	

## Eligible Practice Sites

An applicant must provide direct client care at a California site that meets one of the below definitions of a Medi-Cal safety net setting:

- 1. Federally Qualified Health Centers (FQHC)
- 2. Community Mental Health Centers (CMHC)
- 3. Rural Health Clinics (RHC)
- 4. Settings with the following payer mix:
  - a. Hospitals with 40 percent or higher Medicaid and/or uninsured population
  - b. Rural hospitals with 30 percent or higher Medicaid and/or uninsured
  - c. Other behavioral health settings with 40 percent or higher Medicaid and/or uninsured population

Hospitals include Acute Psychiatric Hospitals, General Acute Care Hospitals with Psychiatric Units, and Chemical Dependency Recovery Hospitals licensed by the California Department of Public Health.

Other behavioral health settings include organizations that are enrolled in Medi-Cal and deliver Medi-Cal-covered behavioral health services, including but not limited to:

<sup>&</sup>lt;sup>1</sup> This includes registered and certified counselors

<sup>2</sup> Conditional on the approval of relevant SPA and budget authority

<ul> <li>Community Treatment Facility (Must hold a DHCS mental health program approval)</li> </ul>	Crisis Stabilization Unit (CSU)
Indian Health Care providers	<ul> <li>Independent licensed practitioner contracted with a behavioral health plan or managed care plan for specialty or non-specialty behavioral health services</li> </ul>
Mental Health Rehabilitation Center (MHRC)	Narcotic Treatment Programs
• Qualifying provider organizations that deliver primarily field-based or telehealth Medi-Cal behavioral health services (see below for telehealth requirements)	<ul> <li>Outpatient behavioral health clinics (other than certified outpatient SUD)</li> </ul>
• Primary care or other clinic setting with co-located behavioral health services	Psychiatric Health Facility (PHF)
School-based behavioral health setting	<ul> <li>Short-Term Residential Therapeutic Program/Children's Crisis Residential Program (Must hold a DHCS mental health program approval)</li> </ul>
<ul> <li>Skilled Nursing Facility with a Special Treatment Program for mental health (Must hold a DHCS mental health program approval)</li> </ul>	<ul> <li>Social Rehabilitation Facility/Program (Must hold a DHCS mental health program approval)</li> </ul>
<ul> <li>Substance Use Disorder Treatment Facility (residential)</li> </ul>	<ul> <li>Substance Use Disorder Treatment Program (outpatient)</li> </ul>

Additionally, if you are providing services via telehealth, you must also meet the requirements of <u>Behavioral Health Information Notice 23-018</u>. In general, you are required to be physically present in California and be rendering services to someone located in California. Providers who are out of state must be licensed in California, enrolled as a Medi-Cal rendering provider, and affiliated with a Medi-Cal enrolled provider group in California or a border community.

#### Eligible and Ineligible Educational Loans and Loan Characteristics for Grantees

Below is a table of eligible and ineligible loans and loan characteristics for the MBH-SLRP.

Eligible	Ineligible
• Any outstanding U.S. government (federal, state, or local) and US commercial (private) student loan for undergraduate or graduate education obtained by the applicant for school tuition, and reasonable educational expenses in pursuit of their behavioral health profession	<ul> <li>Parents PLUS loans</li> <li>Personal lines of credit</li> <li>Loans in default</li> <li>Credit card debt</li> <li>Promissory notes</li> <li>Loans operating outside of the U.S.</li> </ul>
• In the name of the applicant.	Loans paid in full
<ul> <li>Obtained prior to the submission of the application to the Loan Repayment Program.</li> </ul>	<ul> <li>Eligible educational loans consolidated with loans owed by any other person, such as a spouse</li> </ul>
<ul> <li>In good standing (not being in default); deferment and forbearance are acceptable.</li> </ul>	
<ul> <li>Consolidated and/or refinanced educational loans may be eligible. These loans must clearly delineate the original loans and the degrees conferred; cannot be consolidated with another individual's loan; or with non-educational loans. Failure to provide this information may result in ineligibility for the program.</li> </ul>	

Grantees must continue to follow the arrangement they have with their lender(s).

## **Distribution of Awards**

**Loan repayment will be made directly to the grantee's loan servicer** as one lump sum payment between December 2025 and December 2026. Grantees will not receive payment themselves.

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. The maximum award amount for MBH-SLRP is based on the table below:

#### Max Award by Profession

Max Award	Eligible Professions
\$240,000	<ul> <li>Addiction Medicine Physician</li> <li>Addiction Psychiatrists</li> <li>Child and Adolescent Psychiatrists</li> <li>Nurse Practitioner</li> <li>Physician Assistant</li> <li>Psychiatrists</li> </ul>
\$180,000	<ul> <li>Associate Clinical Social Worker</li> <li>Associate Marriage and Family Therapist</li> <li>Associate Professional Clinical Counselor</li> <li>Licensed Clinical Psychologist</li> <li>Licensed Clinical Social Worker</li> <li>Licensed Marriage and Family Therapist</li> <li>Licensed Professional Clinical Counselor</li> <li>Licensed Professional Clinical Counselor</li> <li>Licensed Psychiatric Technician</li> <li>Licensed Vocational Nurse</li> <li>Occupational Therapist</li> <li>Psychology Associates</li> <li>Registered Nurse</li> </ul>
\$120,000	<ul> <li>AOD (Alcohol and Other Drugs) Counselors</li> <li>Certified Peer Support Specialist</li> <li>Certified Wellness Coach</li> <li>Community Health Worker (Promotores/ Representatives)</li> <li>Mental Health Rehabilitation Specialists</li> </ul>

# NOTE: Applicants will not be awarded more than the total educational debt remaining on their loan balance at the time of payment.

## Tax Information

HCAI does not give tax advice. Grantees should talk to a tax advisor for assistance in determining whether the loan repayment they receive from MBH-SLRP will qualify as taxable or reportable income.

## **Service Obligation**

Grantees must provide full-time service while delivering direct client care as identified below.

Those in the following professions will serve a four-year service obligation:

- Addiction Medicine Physician
- Associate Clinical Social Worker
- Associate Marriage and Family Therapist
- Associate Professional Clinical Counselor
- Addiction Psychiatrists
- Child and Adolescent Psychiatrists
- Licensed Clinical Psychologist
- Licensed Clinical Social Worker
- Licensed Marriage and Family Therapist
- Licensed Professional Clinical Counselor
- Licensed Psychiatric Technician
- Licensed Vocational Nurse
- Nurse Practitioner
- Occupational Therapist
- Physician Assistant
- Psychiatrist
- Psychology Associate
- Registered Nurse

For grantees in the following professions, the length of the service obligation is determined by the amount awarded. Applicants may request a lower award amount than the maximum award for which they are eligible if they request a shorter service obligation.

- AOD (Alcohol and Other Drugs) Counselors
- Certified Peer Support Specialist
- Certified Wellness Coach
- Community Health Worker (Promotores/ Representatives)
- Mental Health Rehabilitation Specialists

The table below will be used to calculate the service obligation for the professions:

Award Amount	Length of Service Obligation
More than \$19,999	4 years
\$10,000 to \$19,999	3 years
Less than \$10,000	2 years

For purposes of the service obligation, the following definitions are used:

- Full-Time Service: Defined as a minimum of 32 hours per week providing direct client care or 30 hours per week of direct care in a school setting.
- Direct Client Care: This includes behavioral health services such as prevention, early intervention, assessment, treatment, counseling, procedures, patient self-care, patient education, and documentation relating to patient encounters being treated by or suspected of needing behavioral health services. Direct client care includes faceto-face care, telehealth-based care, and first-line supervision.
- First-line Supervision: The supervising staff who provides direct supervision over the staff who are providing the direct client care.

## **Program Monitoring**

HCAI requires the grantee to begin performance of the service obligation on the start date listed on the grant agreement. A grantees inability to begin their service obligation on the start date of the grant agreement may result in an administrative breach. Work performed before the grant agreement start date will not count towards the service obligation requirements in the grant agreement.

### **Grantee Communication Requirements**

Grantee must email their Program Officer within the specified timeframes for any of the following reasons:

#### 1. 15 calendar days if you:

- Have any change in full-time status, including but not limited to:
  - i. a decrease in the number of hours per week providing direct client care (falling below 32 hours or 30 hours in a school setting)
  - ii. termination
  - iii. resignation
  - iv. leave of absence in excess of the time permitted described below under "Practice Site Absences".

#### 2. 30 calendar days if you:

- Have any change in practice site. Contact your Program Officer via email to verify if the practice site is eligible. If determined to be eligible, your Program Officer will provide a blank Employment Verification Form (EVF) to be completed by your supervisor at the new practice site. Once signed by your supervisor, you must submit the completed EVF to your Program Officer via email for administrative review.
- Change your name, mailing address, phone number and/or email address. Grantee's "Profile" page on the HCAI eApp Funding Portal must be updated to reflect this change.

### Practice Site Absences

Grantees may have up to four weeks per year away from their MBH-SLRP approved practice site for any reason. Absences longer than this will be considered under the service obligation waiver and suspension policy included in a Grantee's agreement. In cases of suspension, HCAI will extend the Grantee's service obligation end date for each day of absence over the allowable four weeks per year. This does not apply to school vacations if the grantee is practicing at a school site.

HCAI cannot extend the grant term end-date beyond December 31, 2033. Grantees who are unable to complete their service obligation by this date may be held in breach.

#### **Grant Agreement Deliverables**

MBH-SLRP Grantees are required to submit an Employment Verification Form (EVF) through the HCAI eApp Funding Portal once every six months during their service obligation. Grantee will be required to submit a timely EVF via the HCAI eApp Funding Portal. The schedule of those reports is as follows:

Report/Activity	Reporting Period	Due Date
Employment Verification #1	December 01, 2025 - May 31, 2026	June 30, 2026
Employment Verification #2	June 01, 2026 - November 30, 2026	December 31, 2026
Employment Verification #3	December 01, 2026 - May 31, 2027	June 30, 2027
Employment Verification #4	June 01, 2027 - November 30, 2027	December 31, 2027
Employment Verification #5	December 01, 2027 - May 31, 2028	June 30, 2028
Employment Verification #6	June 01, 2028 - November 30, 2028	December 31, 2028
Employment Verification #7	December 01, 2028 - May 31, 2029	June 30, 2029
Employment Verification #8	June 01, 2029 - November 30, 2029	December 31, 2029

Grantees will be required to submit additional EVFs if their service obligation period is extended. Grantees will not be required to submit an EVF after the completion of their service obligation.

## Initiating an Application

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

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

New applicants must register as an HCAI eApp Funding Portal user to access the application materials. Returning applicants are required to log in using their previous email and password. Applicants may complete their applications in multiple sessions.

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

## **Evaluation and Scoring Procedures**

HCAI has established an impartial process for scoring and evaluating applications. Each application is reviewed by HCAI staff to assess their eligibility per the established program criteria as outlined in Attachment A: Evaluation and Scoring Criteria. Applying does not guarantee you will be awarded.

HCAI may make multiple awards. Final awards include consideration of the following elements:

- 1. At the time of application closing, HCAI will check each application for the presence or absence of required information in conformance with submission requirements.
- 2. HCAI may reject applications that contain false, inaccurate, or misleading information.
- 3. HCAI 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. HCAI intends for these funds to support a geographic and setting/market type distribution in California. Applicants seeking to support geographic regions and setting/market types not addressed by other applications may receive preference. HCAI may also preference applicants that provide Medi-Cal specialty behavioral health services (specialty behavioral health includes mental health and substance use disorder services provided as Specialty Mental Health, Drug Medi-Cal, or Drug Medi-Cal Organized delivery system benefits).

## **Award Process**

HCAI will notify selected applicants after finalizing all award decisions. The processing time for applications can vary depending on the number of applications received. Once the grant agreement is sent out, the awardee will have seven business days to accept their grant agreement, by signing the grant agreement, or to decline their grant agreement.

# NOTE: Please make sure to check your "Junk/Spam" folders for the link to the grant agreement.

## **Contract Termination**

Grantee may terminate their grant agreement without penalty, at any time prior to the payment being issued to their loan servicer. To request termination of the agreement, the Grantee must submit a written request via email with their reason for termination of the agreement. HCAI will close out the agreement effective immediately. No penalties

will be due to HCAI, and the Grantee will be allowed to apply again in the future. The grantee may not terminate their agreement after payment has been issued.

## NOTE: Once the contract is administratively closed, this action cannot be reversed.

## **Breach Policy**

Breach policy is only implemented after an awardee signs the grant agreement and after at least one payment is made to their loan servicer. HCAI reserves the right to recover monies for a grantee's failure to fulfil 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:

Event	Date	Time
Application Available	July 1, 2025	3:00 p.m.
Application Submission Deadline	August 15, 2025	3:00 p.m.
Anticipated Award Notice	November 2025	N/A
Proposed Grant Agreement Start Date	December 2025	N/A

## Resources

HCAI is committed to supporting applicants and grantees throughout the application and monitoring process of their service period. To achieve this goal, additional resource documentation has been provided below.

All the below resources can be found on HCAI's website https://hcai.ca.gov/

- 1. Grant Guide: Outlines the requirements, rules, and timeframes between HCAI and grantees.
- 2. Technical Assistance Guide: Assists applicants and grantees with navigating the HCAI eApp Funding Portal and submitting required deliverables.
- 3. Webinar: A formal presentation provided by HCAI staff to provide information to prospective applicants.

## Post Award and Payment Provisions

If you become a Grantee, HCAI may reach out periodically during and after your service commitment and ask you to complete a survey. Your participation is vital to our ability to demonstrate the effectiveness of programs such as this one and advocate for future funding to participants. If you receive a survey from us, it will likely contain questions about your education/training status and employment. We hope that you will take the time to complete such surveys - typically not more than one or two per year and not for more than five (5) years after your service commitment concludes.

## **Contact Us**

Please review all guides. You can find answers to most questions in this Grant Guide. There is also a separate Technical Assistance Guide available on the HCAI website. Further questions can be emailed to HCAI staff at <u>MBHSLRP@hcai.ca.gov</u>. Please allow up to 2 business days for a response.

## Attachment A: Evaluation and Scoring Criteria

EVALUATION AND SCORING CRITERIA		
Core Categories	Guideline	Max Points
		Possible
Languages Spoken	<ul> <li>Speaks any of the listed languages fluently/well enough to be able to provide direct care services to clients without additional translation services.</li> <li><b>10 points</b> for each listed <b>county-level</b> Medi-Cal threshold language spoken that matches the language based on the county's (where services are provided) need, according to the Department of Health Care Services' <u>list(s)</u>.</li> <li><b>5 points</b> for each listed <b>state-level</b> Medi-Cal threshold language.</li> <li><b>5 points</b> for each Indigenous and/or Tribal language and/or Sign language (up to 10 points).</li> <li><b>0 points</b>: Does not speak any of the listed languages.</li> </ul>	15
	Total combined points cannot exceed <b>15</b> ; therefore, even if the applicant speaks two county-level Medi-Cal threshold languages or one county-level and two state-level Medi-Cal threshold languages, they will not receive 20 points and will only receive a maximum of 15 points.	
Publicly Funded Grants/Programs	<ul> <li>Have you received/participated in any of the following:</li> <li>20 points: Yes</li> <li>0 Points: No</li> <li>The Health Resources and Services Administration's (HRSA) Scholarship for Disadvantaged Students.</li> <li>Federal Supplemental Educational Opportunity Grant (FSEOG).</li> <li>Pell Grants.</li> <li>Perkins Loan.</li> <li>Work Study Program.</li> <li>California College Promise Grant from a California Community College.</li> <li>Food Stamp Program (e.g., CalFresh, SNAP, EBT).</li> </ul>	20

Medi-Cal Safety Net Setting	<ul> <li>How many years of experience do you have working or training in a Medi-Cal safety net setting?</li> <li>10 points: 5 years</li> <li>8 points: 4 years</li> <li>6 points: 3 years</li> <li>4 points: 2 years</li> <li>2 points: 1 year</li> <li>0 points: less than 1 year</li> </ul>	10
Shortage Area	<ul> <li>Is your employment site(s) located in an HCAI-identified shortage area?</li> <li>5 points: Severe Shortage (-50% or more)</li> <li>4 points: High Shortage (-35% to -49.99%)</li> <li>3 points: Medium Shortage (-20% to -34.99%)</li> <li>2 points: Low Shortage (-5% to -19.99%)</li> <li>0 points: No Shortage or Surplus (-4.99% or less)</li> </ul>	5
County BH Site	<ul> <li>Are you providing services at an organization that delivers Medi-Cal specialty behavioral health services (i.e., Specialty Mental Health, Drug Med-Cal, or Drug Medi-Cal Organized Delivery System services)?</li> <li>May include both county-operated sites, and community-based sites that are contracted with a county behavioral health agency; may also include individual practitioners contracted with a county behavioral health agency.</li> <li>20 points Yes</li> <li>0 points No</li> </ul>	20
Total Points Possible		70

## Attachment B: Sample Grant Agreement

## GRANT AGREEMENT BETWEEN THE DEPARTMENT OF HEALTH CARE ACCESS AND INFORMATION AND [Grantee Name], [DISCIPLINE/SPECIALTY] GRANT AGREEMENT NUMBER [GRANT 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 **[Grantee 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 behavioral health professionals to provide services in a Medi-Cal safety-net settings throughout California through the Medi-Cal Behavioral Health Loan Student Repayment Program (hereinafter "MBH-SLRP" or "Program").

WHEREAS, MBH-SLRP provides support to behavioral health professionals in the repayment of educational loans.

WHEREAS, Grantee is a qualified behavioral health professional who was selected by HCAI through duly adopted procedures to receive grant funds from MBH-SLRP.

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

## A. Definitions:

- 1. "Approved Practice Site" and/or "Practice Site" is a facility that meets the criteria for one of the following practice locations:
  - a. Federally Qualified Health Centers (FQHC)
  - b. Community Mental Health Centers (CMHC)
  - c. Rural Health Clinics (RHC)
  - d. Hospitals with 40 percent or higher Medicaid and/or uninsured population
  - e. Rural hospitals with 30 percent or higher Medicaid and/or uninsured
  - f. Other behavioral health settings with 40 percent or higher Medicaid and/or uninsured population.
- 2. "Deputy Director" means the Deputy Director of Health Workforce Development or their designee.

- 3. "Direct Client Care" means prevention, early intervention, assessment, treatment, counseling, procedures, self-care, patient education, and documentation relating to patient encounters being treated for or suspected of needing behavioral health services. Direct client care includes both face-to-face and telehealth-based preventative care and first-line supervision.
- 4. "Full-Time Service" Defined as a minimum of 32 hours per week providing direct client care or 30 hours per week providing direct client care in a school setting.
- 5. "Grant Agreement/Grant Number" means Grant Number **[Grant Number]**, awarded to Grantee.
- 6. "Grantee" means an applicant who was selected by HCAI to receive grant funds under MBH-SLRP.
- 7. "Grant Funds" means the funds provided by HCAI to Grantee per this Agreement and under MBH-SLRP for loan repayment assistance.
- 8. "Program" means the Medi-Cal Behavioral Health Student Loan Repayment Program (MBH-SLRP).
- 9. "Program Application" means the grant application electronically submitted by Grantee and approved by HCAI for funding under this Grant Agreement.
- 10. "Progress Report" means a report completed by the Grantee and signed by their employer, certifying the Grantee is meeting their contractual obligation to provide a minimum of 32 hours of direct client care per week at an approved practice site or a minimum of 30 hours at a school site. Progress reports are due every six (6) months.
- 11. "Program Officer" means the HCAI employee or other person designated by HCAI that administers and oversees the loan repayment program and shall be the primary contact for the Grantee during their service obligation.
- 12. "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 on **[Grant Start Date]** and shall terminate on **[Grant End Date]** ("Agreement Term").

#### C. Scope of Work

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

The Grantee shall:

- 1. For the period of **[Grant Start Date]** through **[Grant End Date]** provide full-time service in direct client care, including practicing at least **[length of service obligation]** months at an Approved Practice Site as a(n) **[Profession]**.
  - a. Grantee may have up to four weeks a year away from their MBH-SLRP approved practice site for vacation, holidays, continuing professional education, illness, or any other reason as approved by their site. This provision shall not apply to school vacations during which Grantee is practicing at an approved practice site that is in a school setting.
  - b. Should Grantee take more than four weeks a year as stated above and HCAI agrees to this, HCAI and Grantee agree to amend the term of this Agreement to extend the service obligation for each day of absence over the four weeks per year, providing that the extension does not fall on or after December 31, 2033.
- 2. Begin their service obligation on the start date as indicated in Section 1 of this Scope of Work. The inability of Grantee to begin their service obligation on the start date of this Agreement may result in an administrative breach of this Agreement.
- 3. Pay to the lending institution(s) listed in the approved Program Application any interest that accrues during the Agreement Term.
- 4. Notify HCAI, in writing, of any and all name, mailing address, phone number, and email address changes within 30 calendar days of any such change.
- 5. Grantee must notify HCAI within 30 calendar days of any change in Grantee's place of employment. HCAI will verify if the new place of employment is an Approved Practice Site and notify the grantee in writing of its decision. It is highly recommended that Grantee contact their Program Officer (identified under Section L. HCAI and Grantee Contact Information) to verify eligibility of a potential new employer before switching places of employment.
- Submit to HCAI, by required deadlines as determined by HCAI, all requested information and documents during the duration of this Agreement, which shall be [Grant Start Date] through [Grant End Date]. HCAI may request information including, but not limited to, Employment Verification Forms (EVF).

Report/Activity	Reporting Period	Due Date
Employment Verification #1	December 01, 2025 - May 31, 2026	June 30, 2026
Employment Verification #2	June 01, 2026 - November 30, 2026	December 31, 2026
Employment Verification #3	December 01, 2026 - May 31, 2027	June 30, 2027
Employment Verification #4	June 01, 2027 - November 30, 2027	December 31, 2027
Employment Verification #5	December 01, 2027 - May 31, 2028	June 30, 2028
Employment Verification #6	June 01, 2028 - November 30, 2028	December 31, 2028
Employment Verification #7	December 01, 2028 - May 31, 2029	June 30, 2029
Employment Verification #8	June 01, 2029 - November 30, 2029	December 31, 2029

The schedule for EVF submission is as follows:

- 7. Grantee must not have agreed to a contract with another entity to practice professionally for a period during the Agreement Term in exchange for financial assistance, including tuition reimbursement, scholarships, loans, or loan repayment. Grantee shall be ineligible to receive a loan repayment under this Agreement until any such conflicting obligation has been fulfilled. The Public Service Loan Forgiveness (PSLF) Program from the United States Department of Education is not considered a service obligation.
- 8. In the event Grantee's loans are forgiven and/or paid off during the course of the Agreement Term, Grantee must contact their Program Officer via email to review available options.
- 9. HCAI intends to evaluate the effectiveness of the MBH-SLRP through periodic surveys of past participants. Grantee hereby acknowledges that HCAI or HCAI's designee may contact Grantee for Program evaluation purposes during the immediate five (5) years after the Agreement Term concludes.

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

- 1. HCAI may designate a third-party administrator to be responsible for issuing of payments and monitoring under this Agreement.
- 2. HCAI or HCAI's designee shall make **one** payment of Grant Funds within the Agreement Term, from **[Grant Start Date]** to **[Grant End Date]**, payable to the loan servicer(s) of the eligible educational debt specified in the program application. HCAI reserves the right to change payment provisions within the Agreement term, if needed.
- 3. Payments will be made in accordance with, and within the time specified in, Government Code, Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927.

- 4. Service obligations will be monitored via the regular submission of EVFs by the Grantee every six months in accordance with this Agreement. HCAI reserves the right to increase or decrease the number of EVFs required to be submitted within the Agreement Term, if needed.
- 5. Nothing in this Agreement relieves the Grantee of the primary responsibility to repay the educational debts identified in the approved program application.
- 6. The total obligation of HCAI under this Agreement shall not exceed **\$[Award Amount]** to the Grantee and shall be payable as follows:
  - a. HCAI or HCAI's designee will issue a single payment directly to the grantee's loan servicer as identified in their application. The payment will be made within the period of December 2025 to December 2026.
  - b. If the grantee's student loan debt threshold has reduced below the award amount at the time HCAI or HCAI's designee is able to make the payment, the payment amount will correspondingly be reduced. The award cannot exceed the remaining student loan debt amount.
- 7. HCAI or HCAI's designee will make a payment to the student loan servicer in good faith. In return, the grantee will abide by the terms of the agreement, the service obligation, and provide documents as may be required by HCAI to ensure compliance with the agreement.
- 8. Payment is conditioned on the cooperation of the Grantee's loan servicer(s). Payment may be delayed due to lack of cooperation from the loan servicer. HCAI reserves the right to decrease the award amount or terminate this agreement if a loan servicer fails to cooperate with HCAI's payment process. In the event of a reduced award, HCAI reserves the right to reduce the grantee's service obligation in accordance with section 6.2 of the <u>BH-Connect special terms and conditions</u>.

#### E. Tax Implications on Award

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 regarding the financial implication(s) of any funds received from HCAI. HCAI does not withhold taxes from payments to Grantees.

#### F. Budget Contingency Clause

 It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be void. In this event, HCAI shall have no liability to pay any funds whatsoever to the loan servicer(s) of the Grantee or the 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 the 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.
- 3. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this Program. In addition, this Agreement is subject to any additional statute, restriction, limitation, or condition enacted by Congress or the Executive Branch of the United States Government which may affect the provisions, terms, or funding of this Agreement in any manner.
- 4. It is mutually agreed that if the US Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- 5. HCAI has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

#### G. Breach

HCAI or their designee reserves the right to recover the following amounts for Grantee's failure to perform the obligations set forth in this Agreement:

- 1. For failure to start or complete Grantee's service obligation, HCAI or HCAI's designee shall recover the total amounts paid by HCAI or HCAI's designee to, or on behalf of, the Grantee for loan repayments.
- 2. Any amount HCAI is entitled to recover from the Grantee for breach of this Agreement shall be paid within one year of the date HCAI determines that the Grantee is in breach of this Agreement.
- 3. Per Government Code 16580-16586, HCAI has statutory authority to collect on any outstanding debts. HCAI may attempt to collect from the Franchise Tax Board or any Medi-Cal offsets. HCAI 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.
- 4. Grantee will be ineligible to apply for any HCAI Programs in the future if they materially breach their contract unless Grantee obtains relief under Section H "Provisions for Suspension, Waiver, Cancellation or Voluntary Termination of Service".

## 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. A Grantee may seek a waiver of their service obligation on the basis of an extraordinary circumstance. All requests for a waiver must be sent to the program officer. HCAI may request applicable documentation and may deny a waiver request if documentation is not provided.
- 2. The following extraordinary circumstances may result in the waiver of a service obligation:
  - a. Disability or Serious Illness- A Grantee experiences a documented long-term medical condition or disability that renders them unable to fulfill their service obligation.
  - b. Death of Grantee- In the event of a Grantee's death, all service obligations are considered null and void.
  - c. Military Deployment or Activation- A Grantee is called to active duty in the United States Armed Forces, including activation if the Grantee is a reservist or the drafting of the Grantee into active service, and the length of time in the armed services renders them unable to fulfill their service obligation. This does not include circumstances where the grantee voluntarily enlists into the armed forces.
  - d. Loss of Immigration or Legal Residency Status- A Grantee loses lawful immigration or legal residency status thereby preventing the Grantee from legally working in the state.
- Grantees may request that the fulfillment of their service obligation be suspended. All requests for a suspension must be sent to the program officer. HCAI may request applicable documentation and deny a suspension request if documentation is not provided.
- 4. The following circumstances may result in the suspension of a service obligation:
  - a. Natural Disaster, Act of God, or Declared Emergency- A major natural disaster, catastrophic event, or declared local, state, or federal emergency significantly disrupts Grantee's ability to fulfill their obligation.

- b. Institution or Site Closure or Program Disruption- The assigned service site, educational institution, or program closes or becomes non-operational, and an alternative placement is not immediately available.
- c. Temporary Disability- A Grantee experiences a disability that is temporary in nature and temporarily precludes them from fulfilling their service obligation.
- d. Military Deployment or Activation- A Grantee is called to active duty in the United States Armed Forces, including activation if the Grantee is a reservist or the drafting of the Grantee into active service, and the length of time in the armed services renders them temporarily unable to fulfill their service obligation. This does not include circumstances where the grantee voluntarily enlists into the armed forces.
- 5. Grantees who are granted a suspension will be given 6 months to become reemployed in an eligible setting. HCAI may extend the suspension period on a case-by-case basis. Irrespective of any provision in this agreement, all service obligations must be completed on or before December 31, 2033, or the Grantee may be held in breach.
- 6. If Grantee plans to be away from his/her approved practice site(s) for paternity/maternity/adoption leave, Grantee is required to inform HCAI and HCAI's designee at least 60 calendar days before taking the leave. HCAI allows Grantees to be away from their approved practice site(s) within the timeframes established by either the Family Medical Leave Act (up to 12 weeks), or other federal and state law; however, Grantee must adhere to the leave policies of his/her approved practice site.
- In accordance with section 6.1 of the <u>BH-CONNECT Special Terms and</u> <u>Conditions</u>, HCAI cannot permit Grantee to work less than full-time during the fulfillment of their service obligation.
- 8. HCAI may terminate the Agreement before payment is made to the Grantee's loan servicer(s) upon their request. To request termination of this Agreement, Grantee must submit a written request via email with their reason for termination of this Agreement. If approved, HCAI will terminate this Agreement. No penalties will be owed by Grantee to HCAI, and Grantee will be eligible to apply again in the future.

#### I. Change of Approved Practice Site

1. Grantee may request of HCAI a change in practice location from one approved practice site to another. Grantee must notify HCAI within 30 days of a change in practice site and submit required documentation. If the proposed transfer practice

site is disapproved and the Grantee refuses assignment to another approved practice site, the Grantee may be placed in breach.

- Grantees that voluntarily resign from their approved practice site(s) without prior approval from HCAI or are terminated by their approved practice site(s) for cause may be placed in breach. Grantee must notify HCAI immediately in writing of such voluntary resignation or termination.
- 3. If Grantee becomes unemployed or is informed by his/her practice site of a termination date, Grantee must notify HCAI immediately in writing. The Agreement may be extended for the length of time the Grantee is without a practice site, so long as the period without a practice site does not exceed six months and so long as their unemployment is not a result of termination for cause. If additional time is needed, and the period without a practice site is not a result of termination for cause, Grantee may notify HCAI in writing, requesting additional time. HCAI will inform Grantee of their decision in writing. An extension of the service time will not be allowed to extend the Agreement Term past December 31, 2033.

### J. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

#### K. General Terms and Conditions

- 1. Timeliness: Time is of the essence in this Agreement. Grantee will submit required deliverables as specified and adhere to the deadlines specified in this Agreement. Anticipating potential overlaps, conflicts, and scheduling issues, and otherwise adhering to the terms of this Agreement, is the sole responsibility of the Grantee.
- 2. Final Agreement: This Agreement, along with the Grantee's Application, exhibits and forms, constitutes the entire and final agreement between the parties and supersedes any and all prior oral or written agreements or discussions. In the

event of a conflict between the provisions of this Agreement and the Grantee's application, exhibits, and forms, the provisions of this Agreement shall prevail.

- 3. Cumulative Remedies: A failure to exercise or a delay in exercising, on the part of HCAI, 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.
- 4. Ownership and Public Records Act: All reports and the supporting documentation and data collected during the funding period which are embodied in those reports, shall become the property of the State and subject to the California Public Records Act (Gov. Code §§ 7920.000 et seq.).
- 5. Audits: The Grantee agrees that HCAI, the Department of General Services, the State Auditor, or the designated representative of any of the foregoing 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 audits for a minimum of three years after final payment is made, 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. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., Cal. Code Regs. tit. 2, §1896).
- 6. Non-Discrimination Clause (See Cal. Code Regs., Title 2, §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, reproductive health decision making, 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 ensure 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 §§11135-11139.8), and any regulations or standards adopted by HCAI to implement such article.
- c. Grantee shall permit access by representatives of the Civil Rights Department and HCAI upon reasonable notice at any time during the normal business hours, but not 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.
- 7. Independence from the State: The Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 8. 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.
- 9. 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.
- 10. 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 the Agreement is binding on any of the parties.
- 11. 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.
- 12. Indemnification: Grantee agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees (i) from all claims and losses accruing or resulting to any and all of Grantee's, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies resulting from the Grantee's performance of this Agreement, and (ii) from 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.

- 13. 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 problem informally with the HCAI Program Representative. If unresolved, the problem 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 their 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 respond in writing to the Grantee indicating the decision and the reasons for the decision.
  - c. Within ten working days of receipt of the Deputy Director's decision, the Grantee may contest the decision of the Deputy Director by submitting a written request for review 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.
- 14. Termination for Cause: In addition to the Breach provisions above, 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 herein provided. Grantee shall pay the amount of loan repayment provided to their loan servicer(s) as of the date of termination.
- 15. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- 16. Unenforceable Provision: If 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.

#### L. HCAI and Grantee Contract 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:

[Cycle Name]

HCAI Program Awarded Under:

[Grantee's Full Name]	
For the Department of Health Care Access and Information:	

Section/Unit:	Grantee's First Name, Last Name:
Health Workforce Development	[Applicant Contact Name]
Program Officer Name:	Address:
Grant Administrator 1 Full Name]	[Applicant Contact Address 1]
Address:	Phone Number 1:
2020 West El Camino Avenue,	[Applicant Contact Phone 1]
Suite 1222	
Sacramento, CA 95833	
Phone:	Phone Number 2:
[Grant Administrator 1 Main	[Applicant Contact Phone 2]
Phone]	
Email:	Email:
[Grant Administrator 1 Primary	[Applicant Contact Email
Email]	Address]

#### M. Parties' Acknowledgement:

State Agency:

and Information

Department of Health Care Access

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.

Date

Date