



**Department of Health Care  
Access and Information**

**California  
State Loan Repayment Program (SLRP)**

**Grant Guide  
For Fiscal Year 2024-25**

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: SLRP Grant Information**

### **A. Background and Mission**

Pursuant to the U.S. Public Health Services Act Title III, Section 338 (A)-(I) (42 U.S.C. Section 254q-1(a)-(i)), the Department of Health Care Access and Information (HCAI) will consider applications to provide for the increased availability of primary healthcare services in health professional shortage areas.

HCAI works to increase and diversify California's healthcare workforce. The State Loan Repayment Program (SLRP) provides loan repayment assistance to healthcare professionals who provide healthcare services in federally designated California Health Professional Shortage Areas (HPSA).

### **B. Eligibility Requirements**

#### **1. Provider Eligibility Requirements**

To be eligible for a SLRP award, each applicant must:

- Be a United States citizen or national (U.S. born or naturalized).
- Possess a valid and unrestricted license to practice your profession in California.
- Be free from judgements arising from federal debt.
- Not have any other existing service obligations with other entities.
- Not be in breach of any other health professional service obligation.
- Be current on any child support payments.
- Be employed at or have accepted employment at a SLRP approved Practice Site.
- Commit to providing a 2-year full-time (40 hours per week) or a 2-year half-time (20 hours per week) service obligation.
- Must be a California Resident and residing in the State of California.

## 2. Eligible Disciplines and Specialties

SLRP participants must possess a valid and unrestricted license to practice in the following disciplines and specialties:

Discipline	Specialty
Medicine	<ul style="list-style-type: none"> <li>• Family Medicine</li> <li>• General Internal Medicine</li> <li>• General Pediatrics</li> <li>• Gerontology</li> <li>• Obstetrics/Gynecology</li> <li>• Psychiatry</li> </ul>
Nurse Practitioner Physician Assistant	<ul style="list-style-type: none"> <li>• Adult</li> <li>• Family</li> <li>• Pediatric</li> <li>• Women’s Health</li> <li>• Geriatrics</li> <li>• Mental Health and Psychiatry</li> </ul>
Certified Nurse-Midwife	N/A
Pharmacist	N/A
Dentist	<ul style="list-style-type: none"> <li>• General Dentistry</li> <li>• Pediatric Dentistry</li> </ul>
Registered Dental Hygienist	N/A
Health Service Psychologist	N/A
Licensed Clinical Social Worker	N/A
Licensed Marriage and Family Therapist	N/A
Licensed Professional Counselor	N/A
Psychiatric Nurse Specialist	N/A
Substance Use Disorder Counselor	N/A

## 3. Site Eligibility Requirements

Pursuant to Health and Safety Code Section 127940 (d), the SLRP Practice Sites List includes all Federally Qualified Health Centers. To host SLRP providers, a practice site must:

- Be located in a federally designated HPSA.
- Be a public or private not for-profit out-patient facility.
- Pay the provider a prevailing wage.
- Provide services on a free or reduced fee schedule basis to individuals at or below 200% of the federal poverty level.

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

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

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

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

The applicant must have obtained the eligible education loans in their own name. Eligible educational loans consolidated with loans owed by any other person, such as a spouse, are ineligible for repayment. For loans to remain eligible, applicant/participants must keep their eligible educational loans separate from other debts.

SLRP staff may request additional information and documentation to confirm eligibility of consolidated loans. All loans included in a loan consolidation must meet the eligibility requirements listed above.

#### C. Funding Priorities

HCAI applies the following funding priorities to all eligible and qualified applicants:

1. Previous SLRP recipients who completed their service obligations and continue to have eligible student loans.
2. New SLRP applicants.
3. Distribution of awards across California and disciplines.

#### D. Award Amounts and Available Funding

HCAI issues this Grant Guide with up to \$1,333,000 in Federal and State funding. Additional funding is available to qualifying applicants working in behavioral health, reproductive health care, and to applicants serving patients over 65 years of age.

Federal requirements determine award amounts. For this Grant Guide, the maximum award amounts are:

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

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.

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

## **E. Grant Questions and Answers**

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

## **F. Initiating an Application**

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

Applicants must register and submit all applications 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 email and password to login. Section II: Provider eApp Technical Guide contains information regarding how to register and complete your application.

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

## G. Service Obligation

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

Full-Time service:

- Providers of primary medical health care services, dentists, nurse practitioners, physician assistants, pharmacists and registered dental hygienists: Grantee works a minimum of 40 hours per week, for a minimum of 45 weeks per service year. The 40 hours per week may be compressed into no less than four (4) days per week, with no more than 12 hours of work to be performed in any 24 hour-period. Of the 40 hours per week, a minimum of 32 hours must be spent providing direct patient care, in an outpatient setting. No more than eight (8) hours per week can be spent in an administrative capacity or spent performing practice-related activities, such as precepting and teaching.
- Providers of obstetrics/gynecology (including family medicine physicians who practice obstetrics on a regular basis and certified nurse midwives), pediatric dentists, geriatric servicers and mental and behavioral healthcare providers: Grantee works a minimum of 40 hours per week, for a minimum of 45 weeks per service year. At least 21 hours per week must be spent providing direct patient care, in an outpatient setting, at the approved practice site(s). The remaining 19 hours per week can be spent providing inpatient care in an approved clinical setting (i.e., hospitals, nursing homes, shelters) as directed by the approved practice site(s) or performing practice-related administrative activities. No more than eight (8) hours per week can be spent in an administrative capacity or be spent performing practice-related activities, such as precepting and teaching.
- Time spent “on-call” cannot be counted toward the 40-hour week.

Half-time service:

- Providers of primary medical health care services, dentists, nurse practitioners, physician assistants, pharmacists, and registered dental hygienists: Grantee works a minimum of 20 hours per week, for a minimum of 45 weeks per service year. Of the 20 hours per week, a minimum of 16 hours must be spent providing direct patient care, in an outpatient setting. No more than four (4) hours per week can be spent in an administrative capacity or be spent performing practice-related activities, such as precepting and teaching.
- Providers of obstetrics/gynecology (including family medicine physicians who practice obstetrics on a regular basis and certified nurse midwives), pediatric

dentists, geriatric service and mental and behavioral healthcare providers: Grantee works a minimum of 20 hours per week, for a minimum of 45 weeks per service year. At least 11 hours per week must be spent providing direct patient care, in an outpatient setting, at the approved practice site(s). The remaining nine (9) hours per week can be spent providing inpatient care in an approved clinical setting (i.e., hospitals, nursing homes, shelters) as directed by the approved practice site(s) or performing practice-related administrative activities. No more than four (4) hours per week can be spent in an administrative capacity or spent performing practice-related activities, such as precepting and teaching.

- Time spent “on-call” cannot be counted toward the 20-hour week.

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

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

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

## **3. Worksite Absences**

Grantees may have up to 35 workdays per contract service year away from the SLRP approved practice site for vacation, holidays, continuing professional education, illness, or any other reason. HCAI will extend the Grantee’s obligation end date for each day of absence over the allowable 35 workdays. Refer to Attachment B: Sample Grant Agreement Section I. Provisions for Suspension, Waiver, Cancellation or Voluntary Termination of Service for all allowable leave related definitions.

## **4. Communication Requirements**

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

### **a. Immediately:**

- If you are no longer employed by the approved practice site.



**b. 30 calendar days prior to:**

- Changing your name, mailing address, phone number, email address or lending institution.
- Beginning a work schedule that will not meet your service obligation, including switching from full-time to half-time status.

**c. 60 calendar days prior to:**

- Taking a position at a new practice site or organization.
- Making any changes to your employer or employment status.
- Beginning a leave of absence longer than 30 days, for medical or personal reasons.

## **H. 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 check 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 lender statements.
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. HCAI intends for this application to support multiple counties in California by providing a distribution of awards throughout the state. HCAI may give preference to applications seeking to support geographic regions not addressed by other similarly scored applications.

## **I. 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 grant documents to awardees and site administrators for review and signatures.

## **J. Grant Agreement Deliverables**

1. Every six months, the Grantee shall submit an Employment Verification Form (EVF) through the eApp, to verify the provider's hours worked. HCAI reserves the right to increase or decrease the number of EVFs required during the obligation period.

2. The Grantee shall submit documentation of payments made towards eligible student debt for the SLRP award amount within 30 days of agreement end date.

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

#### **L. Breach Policy**

1. Participation in the SLRP is a commitment with consequences for failure to perform the obligations as set forth in the grant agreement. Breach provisions for the SLRP will be enforced pursuant to 42 U.S.C. § 254o(c). **Note: With rare exceptions, a breach of the grant agreement will result in at least \$31,000 in penalties, but the amount may be greater depending on the number**

**of months of obligated service not completed.** Refer to the provisions in Attachment B: Sample Grant Agreement: Section H. Breach in the Grant Agreement and Section I. Provisions for Suspension, Waiver, Cancellation, or Voluntary Termination of Service (copied below).

2. For failure to start or complete Grantee's service obligation, HCAI shall recover all the following pursuant to 42 U.S.C. § 254o(c):
  - a. The total of the amounts paid by HCAI to, or on behalf of, the Grantee for loan repayments for any period of obligated service not served; and
  - b. An amount equal to the number of months of obligated service not completed by: (i) the Full-Time Grantee multiplied by \$7,500.00; or (ii) the Half-Time Grantee multiplied by \$3,750.00. (Continuation Service Grantees shall be liable based on Full-Time or Half-Time Grantee status at the time of the breach); and
  - c. Interest on the above amounts at the maximum legal prevailing rate from the date of the breach. Interest is calculated at the rate utilized by the State Treasurer from the date of the breach; and
  - d. The amount HCAI is entitled to recover under this section shall be no less than \$31,000.00 plus interest, even if the breach formula from above results in a lower amount due.
3. For a material breach of this agreement not having to do with the start or completion of Grantee's period of obligated service, HCAI shall recover no less than \$31,000.00 plus interest from Grantee (calculated at the rate utilized by the State Treasurer from the date funds were sent to Grantee). In addition, if HCAI files a civil action to recover sums per this section, HCAI shall be entitled to recover reasonable attorneys' fees, costs, and expenses directly related to such collection actions.
4. 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.
5. 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 to obtain repayment of the funds owed.

**M. Extension Applicants**

SLRP's goal is to retain providers at SLRP Practice Sites. A Grantee can apply for a one-year extension following the successful completion of their current SLRP agreement. To remain eligible, the individual must have qualifying educational loans, successfully complete their current SLRP agreement before June 30, 2025, and meet all other SLRP eligibility requirements. A Grantee can apply for an extension agreement every year they are eligible.

**N. Key Dates**

The key dates for the program year are as follows:

<b>Event</b>	<b>Date</b>	<b>Time</b>
Application Opens	July 15, 2024	3:00 p.m.
Application Closes	September 16, 2024	3:00 p.m.
Proposed Grant Agreement Start Date	March 1, 2025	N/A
Deadline to Cancel Grant Agreement Without Penalty	May 15, 2025	N/A

**O. Contact Us**

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

## **Section II: Provider eApp Technical Guide**

### **Provider eApp Technical Guide**

#### **1. Accessing the Application System**

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

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

#### **2. Registration and Login**

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

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

#### **3. Submitting an Application**

- By submitting the application, you agree to the grant Terms and Conditions.
- HCAI will not consider late or incomplete applications. For more detailed information, refer to Section I: N. 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.

#### **4. SLRP Application Components**

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

The SLRP application has nine sections for new and extension applicants to fill out:

1. General Information
2. Profile Information
3. Contact Information
4. Educational Information
5. Professional Information

6. Employment Information
7. Educational Debt
8. Required Documents
9. Application Certification

**Thank you!**

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

**Attachment A: Evaluation and Scoring Criteria**

Field	Evaluation and Scoring Criteria	Total Possible Points						
1	<p><b>As defined by the Scholarship for Disadvantaged Students program, have you been identified as having a disadvantaged background based on environmental and/or economic factors, or did you receive a federal Exception Financial Need Scholarship?</b></p> <ul style="list-style-type: none"> <li>• 10 points—Yes.</li> <li>• 0 points—No.</li> </ul>	10						
2	<p><b>25 points: Speaks one or more of the listed languages fluently/well enough to be able to provide direct care services to clients.</b></p> <p><b>0 points: Does not speak more than one language.</b></p>	25						
3	<p><b>How many years of experience do you have working or training in Health Profession Shortage Areas (HPSAs)?</b></p> <table border="1" data-bbox="352 1150 1268 1377"> <thead> <tr> <th data-bbox="352 1150 646 1226">Number of points</th> <th data-bbox="646 1150 1268 1226">Years of work experience and/or training in one or more HPSAs</th> </tr> </thead> <tbody> <tr> <td data-bbox="352 1226 646 1302">10</td> <td data-bbox="646 1226 1268 1302">3 or more years</td> </tr> <tr> <td data-bbox="352 1302 646 1377">0</td> <td data-bbox="646 1302 1268 1377">Less than 3 years</td> </tr> </tbody> </table>	Number of points	Years of work experience and/or training in one or more HPSAs	10	3 or more years	0	Less than 3 years	10
Number of points	Years of work experience and/or training in one or more HPSAs							
10	3 or more years							
0	Less than 3 years							

Field	Evaluation and Scoring Criteria			Total Possible Points																		
4	<b>List current or prospective eligible employment sites.</b>			25																		
Primary Care	<table border="1"> <thead> <tr> <th data-bbox="495 478 680 632">Points</th> <th data-bbox="680 478 948 632">Primary Care HPSA with a formal HPSA ratio</th> <th data-bbox="948 478 1263 632">Or Population Ratio if no HPSA ratio data is available</th> </tr> </thead> <tbody> <tr> <td data-bbox="495 632 680 680">25</td> <td data-bbox="680 632 948 680">&gt;10,000</td> <td data-bbox="948 632 1263 680">&gt;2,500</td> </tr> <tr> <td data-bbox="495 680 680 751">20</td> <td data-bbox="680 680 948 751">Between 5,000 and 9,999</td> <td data-bbox="948 680 1263 751">Between 2,000 and 2,499</td> </tr> <tr> <td data-bbox="495 751 680 823">15</td> <td data-bbox="680 751 948 823">Between 4,000 and 4,999</td> <td data-bbox="948 751 1263 823">Between 1,500 and 1,999</td> </tr> <tr> <td data-bbox="495 823 680 894">10</td> <td data-bbox="680 823 948 894">Between 3,500 and 3,999</td> <td data-bbox="948 823 1263 894">Between 1,000 and 1,499</td> </tr> <tr> <td data-bbox="495 894 680 1012">5</td> <td data-bbox="680 894 948 1012">Between 1 and 3,499</td> <td data-bbox="948 894 1263 1012">Between 500 and 999</td> </tr> </tbody> </table>				Points	Primary Care HPSA with a formal HPSA ratio	Or Population Ratio if no HPSA ratio data is available	25	>10,000	>2,500	20	Between 5,000 and 9,999	Between 2,000 and 2,499	15	Between 4,000 and 4,999	Between 1,500 and 1,999	10	Between 3,500 and 3,999	Between 1,000 and 1,499	5	Between 1 and 3,499	Between 500 and 999
Points	Primary Care HPSA with a formal HPSA ratio	Or Population Ratio if no HPSA ratio data is available																				
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5	Between 1 and 3,499	Between 500 and 999																				
	Dental	<table border="1"> <thead> <tr> <th data-bbox="495 1176 680 1329">Points</th> <th data-bbox="680 1176 948 1329">Dental HPSA with a formal HPSA ratio</th> <th data-bbox="948 1176 1263 1329">Or Population Ratio if no HPSA ratio data is available</th> </tr> </thead> <tbody> <tr> <td data-bbox="495 1329 680 1377">25</td> <td data-bbox="680 1329 948 1377">&gt;10,000</td> <td data-bbox="948 1329 1263 1377">&gt;3,000</td> </tr> <tr> <td data-bbox="495 1377 680 1449">20</td> <td data-bbox="680 1377 948 1449">Between 8,000 and 9,999</td> <td data-bbox="948 1377 1263 1449">Between 2,500 and 2,999</td> </tr> <tr> <td data-bbox="495 1449 680 1520">15</td> <td data-bbox="680 1449 948 1520">Between 6,000 and 7,999</td> <td data-bbox="948 1449 1263 1520">Between 2,000 and 2,499</td> </tr> <tr> <td data-bbox="495 1520 680 1591">10</td> <td data-bbox="680 1520 948 1591">Between 5,000 and 5,999</td> <td data-bbox="948 1520 1263 1591">Between 1,500 and 1,999</td> </tr> <tr> <td data-bbox="495 1591 680 1709">5</td> <td data-bbox="680 1591 948 1709">Between 1 and 4,999</td> <td data-bbox="948 1591 1263 1709">Between 1,000 and 1,499</td> </tr> </tbody> </table>			Points	Dental HPSA with a formal HPSA ratio	Or Population Ratio if no HPSA ratio data is available	25	>10,000	>3,000	20	Between 8,000 and 9,999	Between 2,500 and 2,999	15	Between 6,000 and 7,999	Between 2,000 and 2,499	10	Between 5,000 and 5,999	Between 1,500 and 1,999	5	Between 1 and 4,999	Between 1,000 and 1,499
Points	Dental HPSA with a formal HPSA ratio	Or Population Ratio if no HPSA ratio data is available																				
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Field	Evaluation and Scoring Criteria			Total Possible Points																		
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Points	Mental Health HPSA with a formal HPSA ratio	Or Population Ratio if no HPSA ratio data is available																				
25	>50,000	>12,000																				
20	Between 40,000 and 49,999	Between 9,000 and 12,000																				
15	Between 30,000 and 39,999	Between 7,500 and 8,999																				
10	Between 20,000 and 29,999	Between 4,500 and 7,499																				
5	Between 1 and 19,999	Between 1,500 and 4,499																				
5	<table border="1"> <thead> <tr> <th data-bbox="350 1083 654 1159">Number of Points</th> <th data-bbox="654 1083 1269 1159">Percent site population below Federal Poverty Level</th> </tr> </thead> <tbody> <tr> <td data-bbox="350 1159 654 1234">25</td> <td data-bbox="654 1159 1269 1234">50 percent or more</td> </tr> <tr> <td data-bbox="350 1234 654 1310">20</td> <td data-bbox="654 1234 1269 1310">Between 40 and 49 percent</td> </tr> <tr> <td data-bbox="350 1310 654 1386">15</td> <td data-bbox="654 1310 1269 1386">Between 30 and 39 percent</td> </tr> <tr> <td data-bbox="350 1386 654 1461">10</td> <td data-bbox="654 1386 1269 1461">Between 20 and 29 percent</td> </tr> <tr> <td data-bbox="350 1461 654 1537">5</td> <td data-bbox="654 1461 1269 1537">Less than 20 percent</td> </tr> </tbody> </table>			Number of Points	Percent site population below Federal Poverty Level	25	50 percent or more	20	Between 40 and 49 percent	15	Between 30 and 39 percent	10	Between 20 and 29 percent	5	Less than 20 percent	25						
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<b>Total Possible Points</b>				<b>95</b>																		

## Attachment B: Sample Grant Agreement

GRANT AGREEMENT BETWEEN THE  
DEPARTMENT OF HEALTH CARE ACCESS AND INFORMATION AND  
[Provider Name], [Discipline]  
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 [Provider Name], [Discipline] (hereinafter the “Grantee”).

WHEREAS, HCAI is authorized by the United States Code, Title 42 – The Public Health and Welfare, Chapter 6(a) – Public Health Service, Subchapter II – General Powers and Duties, Part D – Primary Health Care, Subpart iii – Scholarship Program and Loan Repayment Program (Grants to States for loan repayment programs); and California Health and Safety Code, Division 107, Part 3, Chapter 2. Personnel Recruitment and Education, Article 2.75, to provide loan repayment to healthcare professionals who agree to work in a California State Loan Repayment Program (SLRP) approved practice site.

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 primary care physicians and non-physician practitioners to provide healthcare in health professional shortage areas through the California State Loan Repayment Program.

WHEREAS, the California State Loan Repayment Program (hereinafter “SLRP”) provides support to healthcare professionals in the repayment of educational loans.

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

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

### A. Definitions

1. "Program Application" means the grant application submitted by Grantee.
2. “Approved Practice Site” and/or “Practice Site” is a public or private non-profit entity located in and providing health care services in a Health Professional

Shortage Area (HPSA). The Grantee's practice site must complete a Practice Site Profile (PSP) to be approved as a SLRP practice site.

3. "Deputy Director" means the Deputy Director of the Healthcare Workforce Development Division.
4. "Direct Patient Care" means the provision of health care services directly to individuals treated for having a physical or mental illness or condition, including preventive care.
5. "Full-time Service" means:
  - Providers of primary medical health care services, dentists, nurse practitioners, physician assistants, pharmacists and registered dental hygienists: Grantee works a minimum of 40 hours per week, for a minimum of 45 weeks per service year. The 40 hours per week may be compressed into no less than four (4) days per week, with no more than 12 hours of work to be performed in any 24 hour-period. Of the 40 hours per week, a minimum of 32 hours must be spent providing direct patient care, in an outpatient setting. No more than eight (8) hours per week can be spent in an administrative capacity or spent performing practice-related activities, such as precepting and teaching.
  - Providers of obstetrics/gynecology (including family medicine physicians who practice obstetrics on a regular basis and certified nurse midwives), pediatric dentists, geriatric servicers and mental and behavioral healthcare providers: Grantee works a minimum of 40 hours per week, for a minimum of 45 weeks per service year. At least 21 hours per week must be spent providing direct patient care, in an outpatient setting, at the approved practice site(s). The remaining 19 hours per week can be spent providing inpatient care in an approved clinical setting (i.e., hospitals, nursing homes, shelters) as directed by the approved practice site(s) or performing practice-related administrative activities. No more than eight (8) hours per week can be spent in an administrative capacity or be spent performing practice-related activities, such as precepting and teaching.
  - Time spent "on-call" cannot be counted toward the 40-hour week.
6. "Half-time Service" means:
  - Providers of primary medical health care services, dentists, nurse practitioners, physician assistants, pharmacists, and registered dental hygienists: Grantee works a minimum of 20 hours per week, for a minimum of 45 weeks per service year. Of the 20 hours per week, a minimum of 16 hours must be spent providing direct patient care, in an outpatient setting. No more

- than four (4) hours per week can be spent in an administrative capacity or be spent performing practice-related activities, such as precepting and teaching.
- Providers of obstetrics/gynecology (including family medicine physicians who practice obstetrics on a regular basis and certified nurse midwives), pediatric dentists, geriatric service and mental and behavioral healthcare providers: Grantee works a minimum of 20 hours per week, for a minimum of 45 weeks per service year. At least 11 hours per week must be spent providing direct patient care, in an outpatient setting, at the approved practice site(s). The remaining nine (9) hours per week can be spent providing inpatient care in an approved clinical setting (i.e., hospitals, nursing homes, shelters) as directed by the approved practice site(s) or performing practice-related administrative activities. No more than four (4) hours per week can be spent in an administrative capacity or spent performing practice-related activities, such as precepting and teaching.
  - Time spent “on-call” cannot be counted toward the 20-hour week
7. “Continuation Service” means the one-year continuation of the Grantee’s service obligation, which applies to both half-time and full-time service providers.
  8. “Grant Agreement/Grant Number” means Grant Number [Grant Number] awarded to Grantee.
  9. “Grant Funds” means the funds provided by HCAI to the Grantee per this Agreement and under the SLRP for loan repayment assistance. Grant Funds provided by HCAI are from grants received from the U.S. Health Resources and Services Administration (HRSA), Bureau of Clinician Recruitment and Service (BCRS)/Division of National Health Service Corps (NHSC).
  10. “Primary Health Care Services” means all the disciplines included in the SLRP Eligibility Section of the Program Application.
  11. “Private Non-profit” means an entity which may not lawfully hold or use any part of its net earnings to the benefit of any private shareholder or individual and which does not hold or use its net earnings for that purpose (42 C.F.R. section 62.52).
  12. “Program” means the California State Loan Repayment Program (SLRP).
  13. “Provider” means the Grantee.
  14. “Qualified Facility” means the approved practice site is a public or private non-profit entity located within a Health Professional Shortage Area (HPSA).

15. “Practice Site Representative” is the individual who has been designated to sign the Grantee’s Employment Verification Forms (EVFs).

16. “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 [Contract Start Date] and shall terminate on [Contract End Date].

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.

Grantee shall:

1. For the period of [Contract Start Date] through [Contract End-Date] to provide [Full-Time/Half-Time] Service in direct patient care at:

Practice Site	Address
[Practice Site Name]	[Practice Site Address]

2. Accept funds for loan repayment from HCAI as outlined in the Agreement.
3. Ensure that the Grantee submits the EVFs to HCAI.
4. Apply all Grant Funds received to the qualifying educational loan(s) provided by the lending institution(s) listed on the Program Application. Grantee must pay all received Grant Funds toward the qualifying educational loans during the term of this Agreement. Work performed, and payments made before the grant agreement start date, will not count towards the requirements for the grant agreement. Failure to adhere to this provision is a material breach of this Agreement and will result in penalties as described below.
5. In the event where the Grant Funds received are more than the qualifying educational loans (as of the start of this Agreement), Grantee shall return HCAI’s share of the overpayment within 12 months of the end of this Agreement. Failure to adhere to this provision is a material breach of this Agreement and will result in penalties as described below.

6. Pay to the lending institution(s) listed in the approved Program Application any interest that accrues during the term of this Agreement.
7. Notify HCAI, in writing, of any name, mailing address, phone number, email address, and lending institution changes within 30-days of the changes.
8. Submit a 30-day written request to HCAI for a transfer to another Practice Site, HCAI's approval shall be obtained prior to any transfer. If the proposed transfer practice site is disapproved and the Grantee refuses assignment to another approved practice site, they may be placed in breach.
9. Comply with all grant requirements, as authorized by the Public Health Service Act Title III, Section 338 (A)-(I) (42 U.S.C. Section 254q-1(a)-(i)). Specifically, health professionals participating in the program must not have an outstanding contractual obligation for a health professional service to the Federal Government (e.g., an active military obligation, National Health Service Corps Loan Repayment Program, National Health Service Corps Scholarship Program, Nursing Education Loan Repayment Program, or Nursing Scholarship Program obligation), or to any other state or entity, unless that service obligation will be completely satisfied before the California State Loan Repayment Program Agreement has been signed. This includes bonus clauses in employment agreements that may impose a service obligation and service obligations attached to certain educational loans (e.g., Primary Care Loans). (42 C.F.R. section 62.24(b).)
10. Charge for professional services, with costs that do not exceed the usual and customary rate prevailing in the area in which such services are provided. If a patient is unable to pay such charge, such person shall be charged at a reduced rate (i.e., sliding fee schedule) or not charged any fee.
11. Comply with the provisions of Medicare (Title XVIII) and Medicaid (Title XIX) of the Social Security Act.

#### D. Payment Provisions and Reporting Requirements

1. For Full-Time and Half-Time Grantees, HCAI shall make one or two payments of Grant Funds within the initial Service Term, from [Contract Start Date] to [Contract End Date], payable directly to the Grantee. HCAI reserves the right to change payment provisions within the Agreement term, if needed.
2. Service obligations will be monitored via the regular submission of EVFs by the Grantee. HCAI reserves the right to increase or decrease the number of EVFs required to be submitted within the Agreement term, if needed. Nothing in this Agreement relieves the Grantee of the primary responsibility to repay the

educational debts listed in the approved Program Application. Grantee shall be issued payment pursuant to HCAI receiving completed EVFs.

3. Grantee must submit documentation to HCAI within 30 days of Agreement end date of the payments made to lending institution(s) with Grant Funds and documentation showing the total balance of qualifying educational loans at the start date of this Agreement. Failure to adhere to this provision may result in a material breach of this agreement and may result in penalties as discussed below.
4. The total obligation of HCAI under this Agreement shall be \$[Total SLRP Award Amount] to the Grantee.

#### E. Award May be Exempt from Federal Income Taxes

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 financial incentive award. HCAI does not withhold taxes from payments to Grantees.

Payments made under the National Health Service Corps and certain State Loan Repayment Programs may be exempt from federal taxes under 26 U.S.C §108(f)(4):

“In the case of an individual, gross income shall not include any amount received under section 338B(g) of the Public Health Service Act, under a State program described in section 338I of such Act (enacted by Pub L. 108-357, § 320(a) in 2004), or under any other State loan repayment or loan forgiveness program that is intended to provide for the increased availability of healthcare services in underserved or health professional shortage areas (as determined by such state).”

#### F. Budget Contingency Clause

1. It is 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 Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, HCAI may either cancel this Agreement with no liability occurring to HCAI or offer an Agreement amendment to Grantee to reflect the reduced amount.

## G. Federally Funded Agreements

1. It is understood between the parties that this Agreement may have been written for the benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for fiscal year [FY], for the purpose of this Program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the United States Congress, or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
3. The parties agree that if the United States Congress does not appropriate sufficient funds for the Program, this Agreement shall be amended to reflect any reduction in funds.
4. The parties agree that if the United States Congress does not appropriate sufficient funds for the Program, HCAI has the option to invalidate this Agreement by providing a 30-day written notice.

## H. Breach

1. For failure to start or complete Grantee's service obligation, HCAI shall recover all the following pursuant to 42 U.S.C. § 254o(c):
  - a. The total of the amounts paid by HCAI to, or on behalf of, the Grantee for loan repayments for any period of obligated service not served; and
  - b. An amount equal to the number of months of obligated service not completed by: (i) the Full-Time Grantee multiplied by \$7,500.00; or (ii) the Half-Time Grantee multiplied by \$3,750.00. (Continuation Service Grantees shall be liable based on Full-Time or Half-Time Grantee status at the time of the breach); and
  - c. Interest on the above amounts at the maximum legal prevailing rate from the date of the breach. Interest is calculated at the rate utilized by the State Treasurer from the date of the breach; and
  - d. The amount HCAI is entitled to recover under this section shall be no less than \$31,000.00 plus interest, even if the breach formula from above results in a lower amount due.



2. For a material breach of this agreement not having to do with the start or completion of Grantee's period of obligated service, HCAI shall recover no less than \$31,000.00 plus interest from Grantee (calculated at the rate utilized by the State Treasurer from the date funds were sent to Grantee). In addition, if HCAI files a civil action to recover sums per this section, HCAI shall be entitled to recover reasonable attorneys' fees, costs, and expenses directly related to such collection actions.
  3. 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.
  4. 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 to obtain repayment of the funds owed.
- I. 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. HCAI may waive or suspend the Grantee's service or payment obligation incurred under this Agreement if the Grantee is permanently incapacitated by illness or injury, which prevents Grantee from practicing his/her profession or prevents Grantee from obtaining any other gainful employment. HCAI reserves the right to request medical or disability documentation as deemed necessary in order to complete the waiver or suspension request. Grantee must submit a written request to HCAI for waiver or suspension of Grantee's service obligations. A suspension of Grantee's obligation may be granted up to one year if Grantee's compliance is temporarily impossible or an extreme hardship. Additional time taken will extend contract term end date. (Note: A waiver permanently relieves the Grantee of all or part of the SLRP commitment, however; waivers are not routinely granted and require a showing of compelling circumstances). 42 U.S.C. § 254(o)(d)(2).
  3. HCAI may provide for the partial or total waiver or suspension of any obligation of service or payment by Grantee whenever compliance by the individual is impossible or would involve extreme hardship to the individual and if enforcement of such obligation with respect to any individual would be unconscionable.

4. Leave of absence for medical or personal reasons may be granted for up to six months if the Grantee provides independent medical documentation of physical or mental health disability or personal circumstances, including a terminal illness of an immediate family member, which results in the Grantee's temporary inability to perform the SLRP obligation. Grantee must submit a written request to HCAI and must approve the request at least 30 calendar days prior to beginning any leave of absence. Periods of approved leave of absence will extend the Agreement end date after a grant agreement amendment.
5. If the Grantee plans to be away from his/her practice site(s) for paternity/maternity/ adoption leave, the Grantee is required to inform HCAI at least 60 calendar days before taking the leave. HCAI allows Grantees to be away from their 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, the Grantee must adhere to the leave policies of his/her SLRP approved practice site. If a Grantee plans to take additional leave, they are required to request a medical suspension which may or may not be approved by HCAI. A Grantee is required to serve a minimum of 45 weeks per service year and is allowed to be away from the SLRP approved practice site for no more than 35 workdays per service year; therefore, a Grantee's obligation end date will be extended for each day of absence over the allowable 35 workdays.
6. Call to Active Duty in the Armed Forces, leave of absence, or suspension of service may be granted to Grantees who are military reservists and are called to active duty; Grantees may be granted from six months to one year, beginning on the activation date described in the reservist's call to active duty order. In addition to the written request for suspension, a copy of the Order to active duty must be submitted to HCAI. The period of active duty will not be credited toward the SLRP service obligation. Periods of approved leave of absence of service will extend the Grantee's Agreement end date.
7. HCAI shall terminate the Agreement, no later than May 15, 2025, i.e., 45 days before the end of the state fiscal year in which the agreement was entered into, if the Grantee:
  - a. Submits a written request for such termination; and
  - b. Repays all amounts paid to Grantee pursuant to this Agreement. Any repayments for a year of obligated service shall be made no later than the end of the fiscal year in which the Grantee completes such year of service.

#### J. Change of Practice Location

1. Grantee may request that HCAI permit them to change the practice location from one approved practice site to another. The request must be in writing and must be received and approved by HCAI, a minimum of 30 calendar days prior to the desired change. If the proposed transfer practice site is disapproved and the Grantee refuses assignment to another approved practice site, they may be placed in breach.
2. Should the approved practice site for any reason be unable to fulfill its obligation to the Grantee, HCAI shall offer the Grantee the opportunity to complete Grantee's obligation at another approved practice site. The period without a practice site shall not exceed six months. If the period without a practice site exceeds six months, the Grantee shall be placed in breach and HCAI shall pursue the remedies set forth herein.
3. Grantees that voluntarily resign from their SLRP practice sites without prior approval from HCAI or are terminated by their SLRP practice site(s) for cause, may not receive a transfer to another practice site, may be deemed as unqualified for a Continuation Agreement, and may be placed in breach. Grantee must notify HCAI in writing of immediate termination.
4. If Grantee becomes unemployed or is informed by his/her practice site of a termination date, Grantee must notify HCAI immediately in writing. An approved practice site list is located on the SLRP website to assist in relocating to a new site. 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 the employment is not a result of termination for cause.

#### K. Agreement Continuation

1. Grantee may apply to extend the term of the Agreement. If the Grantee applies to extend the term of the Agreement, Grantee shall provide documentation satisfactory to HCAI that reflects payment amounts, equal to prior SLRP award amounts (i.e., lender statement summary/payment history). HCAI reserves the right to disqualify Grantee from future participation in SLRP for failure to provide requested documentation. HCAI reserves the right to deny Grantee's request to extend the term of the Agreement.
2. The Grantee shall not be permitted to change from full-time to half-time status without written request and approval from HCAI. The request for change in status shall be submitted at least 60 days prior to the requested date of change. If approved, a written Agreement amendment will be required to extend the

Agreement end date. HCAI reserves the right to deny Grantee's request to extend the term of the Agreement.

3. Should HCAI and the Grantee agree to amend the dates of this Agreement, the service obligation shall be extended by the corresponding amount of time spent in a leave of absence.
4. Should the Grantee be absent from the approved practice site for more than 35 full-time or half-time working days per Agreement year (i.e., sick leave, vacation, holidays, Continuing Medical Education, or any other type of leave), this Agreement shall be extended by the number of days the Grantee exceeded the 35 full-time or half-time day limit. If the Grantee is absent less than 35 full-time or half-time days, the balance shall not be carried over into the following Agreement year.
5. Should the Grantee transfer to another approved practice site, this Agreement may be extended for a length of time the Grantee was without a practice site, so long as the period without a site does not exceed six months. If the period without a practice site exceeds six months, the Grantee shall be placed in breach and shall be liable to HCAI in accordance with the conditions set forth herein.

Grantee is solely responsible for identifying another approved practice site. A list of SLRP approved practice sites will be provided upon request. Failure to identify an approved practice site within six months shall be treated as a breach of this Agreement and HCAI expressly reserves the right to pursue any remedies set forth herein.

6. Subject to the availability of funds awarded by the National Health Service Corps for SLRP, HCAI may approve a request for Agreement continuation if the Grantee remains eligible for continued participation in the California State Loan Repayment Program.
7. If this Agreement is extended, HCAI may, depending on the amount of the Grantee's remaining qualifying graduate and/or undergraduate educational loans, pay up to: (i) \$20,000.00 per year for full-time extension year one and two, and up to \$10,000 for full-time continuation year three and any continuation thereafter; or (ii) \$10,000.00 per year for half-time continuation year one and two, and up to \$5,000 for half-time continuation year three and any continuation thereafter. Award amounts are subject to change.

#### L. 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.

#### M. General Terms and Conditions

1. **Timeliness:** Time is of the essence in this Agreement. Grantee will submit the required deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and scheduling issues, to adhere to the terms of the Agreement, is the sole responsibility of the Grantee.
2. **Final Agreement:** This Agreement, along with the Grantee’s Application, exhibits and forms constitutes the entire and final agreement between the parties and supersedes 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 the 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 § 6250 et seq.).
5. **Audits:** The Grantee agrees that HCAI, the Department of General Services, the State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records

for possible audits for a minimum of three years after final payment, unless a longer period of records retention is stipulated by the State. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (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 and the agents and employees of 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 the 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 shall not begin 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 this 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. The Grantee will discuss the problem informally with the HCAI Grant Representative. If unresolved, the problem shall be presented, in writing, to the Deputy Director stating the issues in dispute, the basis for the Grantee's position, and the remedy sought. Grantee shall include copies of any documentary evidence and describe any other evidence that supports its position with its submission to the Deputy Director.
  - b. Within ten working days after receipt of the written grievance from the Grantee, the Deputy Director or their designee, shall make a determination

- and 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 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 the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. Grantee shall return any unused Agreement Funds that were previously provided to Grantee as of the date of termination.
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.



N. Grant Representatives

The grant representatives during the term of this agreement are listed below. Direct all inquiries to:

State Agency: Department of Health Care Access and Information	Grantee's First Name, Last Name: [Grantee's Full Name]
Section/Unit: Health Workforce Development /SLRP	Grantee's Title/Specialty: [Discipline]
Name: [Program Officer Full name]	Address: [Address 1]
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Phone Number 1: [Phone 1]
Phone: [Program Officer Main Phone]	Phone Number 2: [Phone 2]
Email: [Program Officer Primary Email]	Email: [Email Address]

The Program Representatives during the term of this Agreement will be:

State Agency: Department of Health Care Access and Information	Practice Site: (Practice Site Name)
Section/Unit: Health Workforce Development/SLRP	Name of Practice Site Representative: (Practice Site Representative) (Title)
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Address: (Practice Site Address)
Phone: (Program Officer Phone Number)	Phone Number: (Practice Site Phone Number)
Email: <a href="mailto:SLRP@hcai.ca.gov">SLRP@hcai.ca.gov</a>	Email: (Practice Site Representative Email)

*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 obligation under this Agreement.*

\_\_\_\_\_  
[Grantee's Full Name], [Discipline]

\_\_\_\_\_  
Date

*For the Department of Health Care Access and Information:*

\_\_\_\_\_  
Date