



## **Licensed Vocational Nursing Loan Repayment Program (LVNLRP)**

### **Grant Guide For Fiscal Year 2021-22**

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: LVNLRP Grant Information

### Background and Mission

The Department of Health Care Access and Information (HCAI) works to increase and diversify California's healthcare workforce through the Healthcare Workforce Development Division (HWDD) by providing scholarships and loan repayments to health professional students and graduates who provide direct patient care in those communities.

LVNLRP is funded through a \$5 surcharge for renewal and licensure fees of Vocational Nurses (LVN) in California. Eligible applicants may receive loan repayments of up to \$6,000 in exchange for a 12-month service obligation practicing and providing direct patient care in an underserved community. The purpose of this program is to increase the number of appropriately trained LVNs providing direct patient care in a qualified facility in California.

### Eligibility Requirements

#### Provider Eligibility Requirements

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

- Possess a valid and unrestricted professional license to practice your profession in California
- Be in good standing with the California Board of Vocational Nursing and Psychiatric Technicians
- Not have any other existing service obligations with other entities, including other HCAI programs
- Not be in breach of any other health professional service obligation
- Have unpaid educational loans
- Commit to providing a twelve 12-month service obligation in a medically underserved area
- Provide 32 hours or more per week of direct patient care
- Complete and submit an application through the [HCAI Funding Portal](#) by the deadline

#### Eligible Discipline

LVNLRP applicants must be currently licensed and practicing as a Licensed Vocational Nurse (LVN).

#### Practice Site Eligibility Requirements

Providers must work in one of the following eligible geographic or site designations:

- Health Professional Shortage Area-Primary Care (HPSA-PC)
- Primary Care Shortage Area (PCSA)
- Registered Nurse Shortage Area (RNSA)
- State Facility
- County Facility
- Correctional Facility
- Native Indian Health Center
- Federally Qualified Health Center (FQHC)
- Veteran's Facility

## Debt Eligibility

### 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) obtained from a qualifying lender for undergraduate and graduate health profession degrees.
- Consolidated and/or refinanced educational loans that clearly delineate the original loans and the degrees conferred.

### Non-Qualifying Educational Loans

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

- Parent PLUS loans
- Loans in default
- Loans repaid in full
- Credit card debt
- Loans not in the provider's name
- Personal lines of credit
- Consolidated with mortgage loan
- Consolidated with loans owed by another person

Applicant's educational loans must be in good standing. "Good standing" for the purposes of educational loan debt is defined as not being in default. Applicants may have educational loans that are in deferment and/or forbearance. Applicants who are awarded must continue to make payments during the terms of their contract.

## Award Amounts and Available Funding

### Available Funding

HCAI issues this Grant Guide based on the total LVNLRP funding provided each award cycle. LVNLRP funding comes from licensure fees and other donations.

### Award Amount

The maximum award amount for the Licensed Vocational Nursing Loan Repayment Program (LVNLRP) is **\$6,000**. HCAI may award full, partial, or no funding to an applicant based on the applicant's success in meeting the selection criteria, and the amount of available funds. Applicants will not be awarded more than their total educational debt left on their loan balance.

Applicants may be awarded up to three times. Applicants not selected for an award may apply for the next cycle. For applicants who are selected, upon completion of a first or second twelve-month service obligation, you would be eligible to apply for up to a third time.

A new application must be submitted to be considered for award, as each service obligation requires a separate contract, therefore obligations may not overlap, nor be considered a continuation of a previous agreement.

## Initiating an Application

The 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 eApp <https://funding.hcai.ca.gov/>.

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

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

## Service Obligation

Grantees must provide permanent full-time service in direct patient care, including practicing for a term of at least twelve months at a qualified facility in California in an eligible profession. “Full-time Service” is defined as a minimum of 32 hours per week. “Direct Patient Care” means the provision of health care services provided directly to individuals being treated for or suspected of having physical or mental illnesses. Direct patient care includes both, face-to-face and telehealth-based preventative care and first line supervision.

## Worksite Absences

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

## Communication Requirements

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

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

## Evaluation and Scoring Procedures

HCAI may make multiple awards to current applicants. 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. 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.

### Award Process

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

### Grant Agreement Deliverables

The Grantee shall:

- Submit two Progress Reports through the eApp, during the twelve 12-month service obligation. The schedule of those reports is as follows:

Deliverable	Date Available	Due Date
Progress Report One	October 1, 2022	October 31, 2022
Progress Report Two	April 1, 2023	April 30, 2023

### Required Grant Documentation

- Contact Program Officer to request an Employment Verification Form (EVF) to complete **anytime** there is a change in practice site.
- Request and submit a Payee Data Record form (STD204) anytime there is a change in the Grantee's name and or residential address.

### Post Award and Payment Provisions

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

## Breach Policy

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

## Key Dates

The key dates for the program year are as follows:

Event	Date	Time
Application Available	September 1, 2021	3:00 p.m.
Application Submission Deadline	October 1, 2021	3:00 p.m.
Proposed Grant Agreement Start Date	March 31, 2022	N/A

## Grant Questions and Answers

You can find answers to most questions in this Grant Guide or by reading the [Frequently Asked Questions \(FAQ\)](#) document. Prospective applicants may submit questions to HCAI at [HPEF-Email@hcai.ca.gov](mailto:HPEF-Email@hcai.ca.gov) at any time during the application cycle.

## Contact Us

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

## Section II: Provider eApp Technical Guide

### Accessing the Application System

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

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

### Registration and Login

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

### Submitting an Application

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

### LVNLRP Application Components

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

The LVNLRP application has eight sections for applicants to fill out:

1. General Information
2. Contact Information (**one contact required**)
3. Professional Information
4. Employment History and Verification
5. Personal Statements
6. Educational Debt
7. Required Documents (**Make sure that file format is an acceptable format and that it can be opened. Examples of acceptable formats are .jpg, .doc, .docx, and .pdf**)
8. Application Certification

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

**Attachment A: Evaluation and Scoring Criteria**

<b>SCORING CRITERIA</b>		
<b>Core Categories</b>	<b>Guideline</b>	<b>Points</b>
<b>Community Background</b>	<p><b>Describe how your family and employment background, education, training, and life experiences have influenced your decision to pursue a health professional career.</b></p> <p><b>0-2 points:</b> Applicant describes how their experiences influenced their decision to pursue a career as a healthcare provider.</p>	<b>2 points max</b> (Full points only)
	<p><b>Describe how your family and employment background, education, training, and life experiences have influenced your commitment to working in an underserved area.</b></p> <p><b>0-2 points:</b> Applicant describes how their experiences have influenced their commitment to working in a medically underserved area.</p>	<b>2 points max</b> (Full points only)
	<p><b>Have you lived in an underserved or disadvantaged community? If so, please describe your experiences. If not, describe how you can relate to a community that is underserved or disadvantaged.</b></p> <p><b>0-2 points:</b> Applicant describes why they consider themselves part of an underserved or disadvantaged community or how they can relate to those who live in an underserved or disadvantaged community.</p>	<b>2 points max</b> (Full points only)
<b>Career Goals</b>	<p><b>Describe your short-term career goals (2 years) as it relates to providing direct patient care in a medically underserved area.</b></p> <p><b>Describe your long-term career goals (3+ years) as they relate to being a health professional in a medically underserved area.</b></p> <p><b>4 points:</b> Applicant expresses a commitment to practicing direct patient care in a MUA for many years.</p> <p><b>3 points:</b> Applicant expresses a commitment to a healthcare career in a MUA or disadvantaged community.</p> <p><b>2 points:</b> Applicant expresses a commitment to practicing direct patient care.</p> <p><b>1 point:</b> Applicant expresses interest in some form of a healthcare career.</p>	<b>4 points max</b> (Full points only)
<b>Cultural Competency</b>	<p><b>Give a specific example of how your professional and/or educational experiences have contributed to gaining an understanding of the cultural and linguistic needs of the medically underserved community.</b></p> <p><b>0-5 points:</b> Assess the degree that the applicant's experiences have prepared them to respond effectively to the cultural and linguistic needs of the medically underserved community.</p>	<b>5 points max</b> (Full points only)

<b>SCORING CRITERIA</b>		
<b>Core Categories</b>	<b>Guideline</b>	<b>Points</b>
<b>Financial Need</b>	Financial need is calculated by using the adjusted gross income on the applicant's Tax Returns, Number of Dependents, the Federal Poverty level for the last two tax years, and annual educational debt.	<b>2 points max</b> (Predetermined)
<b>Employment History</b>	<b>1 point:</b> Applicant works or has worked as a health provider in a MUA for less than three years. <b>2 points:</b> Applicant works or has worked as a health provider in a MUA for three years or more.	<b>2 points max</b> (Predetermined)
<b>Extra Points</b>	<b>1 point:</b> Applicant speaks a second language and uses it at work or in the community they serve. <b>1 point:</b> Applicant can understand and respond effectively using a second language. <b>1 point:</b> Applicant stated they are a military veteran, with proof of honorable discharge.	<b>3 points max</b> (Predetermined)
<b>Totals</b>		<b>22 points max</b>  <b>15 points minimum</b>

**Thank you!**

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

## 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]** (hereinafter “Grantee”)

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

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

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

### A. Definitions

- a. “Program Application” means the grant application submitted by Grantee.
- b. “Director” means the Director of the Department of Health Care Access and Information or their designee.
- c. “Deputy Director” means the Deputy Director of the Office of Health Workforce Development (OHWD) or his/her designee.
- d. “Grant Agreement/Grant Number” means the Grant Number **[Grant Agreement Number]** awarded to Grantee.
- e. “Provider” means the Grantee.
- f. “Grant Funds” means the money provided by HCAI to Grantee per this Agreement.
- g. “Program” means the **[Program Name]**.
- h. “Program Manager” means the HCAI manager responsible for the grant program.
- i. “State” means the State of California and includes all its Departments, Agencies, Committees and Commissions.

- j. “Direct Patient Care” means the provision of health care services provided directly to individuals being treated for or suspected of having physical or mental illnesses. Direct patient care includes both, face-to-face and telehealth-based preventative care and first-line supervision.
- k. “Full-Time Service” is defined as a minimum of 32 hours per week.
- l. “Qualified Facility” is either (i) a facility determined by the Director pursuant to section 128385 of the Health and Safety Code to be an eligible county health facility or an eligible state-operated facility, or (ii) a facility within a Medically Underserved Area, meaning a geographic area designated by the Director of the Office of Statewide Health Planning and Development, which means one of the following sets of criteria:
  - 1. A medical service study or urban subdivision of a medical service study area as designated by the California Health Workforce Policy Commission which has fewer than one primary care physician per 3,000 persons. Primary care physicians are licensed physicians in California who practice principally in general or family practice, general internal medicine, pediatrics or obstetrics and gynecology.
  - 2. A primary care health professional shortage area as designated by the Secretary of the U.S. Department of Health and Human Services under the authority of section 254e of Title 42 of the United States Code Annotated.

## **B. Term of the Agreement**

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

## **C. Scope of Work**

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

- a. For the period of **[Agreement Start Date]** through **[Agreement End Date]** to provide permanent full-time service in direct patient care, including practicing at least 12 months at a qualified facility as a(n) **[Discipline]**.
- b. Notify HCAI, in writing, of any and all name, mailing address, phone number, and e-mail address changes within 30 days of the changes.
- c. The Grantee must notify HCAI within 30 days of any change in the place of employment. HCAI will verify if the new place of employment qualifies. It is

highly recommended for Grantees to contact their Program Representative to verify eligibility of a potential new employer before switching places of employment.

- d. In all respects, comply with the applicable statutes and regulations governing the Department of Healthcare Access and Information (HCAI), including but not limited to Health and Safety Code section 128330, et seq. These documents are hereby incorporated by reference and made part of this Agreement as if attached hereto.
- e. Submit to HCAI by required deadlines, as determined by HCAI, all requested information during the duration of the contract term **[Agreement Start Date]** through **[Agreement End Date]**. HCAI may request information to include, but not limited to, Employment Verification Form and Progress Reports.
- f. Grantee must not sign, or have signed, a contract with another entity to practice professionally for a given period (during the Term) in exchange for financial assistance, including tuition reimbursement, scholarships, loans, or a loan repayment. The Grantee shall be ineligible to receive a loan repayment under this Agreement until the conflicting obligation to this other entity has been fulfilled.
- g. Apply all Grant Funds received to the qualifying educational loan(s) provided by the lending institution(s) listed on the approved 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.
- h. Pay to the lending institution(s) listed in the approved Program Application any interest that accrues during the term of this Agreement.

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

1. During the term of this Agreement, HCAI agrees to make a **one-time** payment to the Grantee as indicated below. 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 Program Progress Reports by the Grantee. HCAI reserves the right to increase or decrease the number of progress reports required to be submitted within the Agreement term, if needed. Continue to make any required payments on all outstanding student loans and shall apply any payment received from HCAI under this Agreement towards the principal, interest, and related expenses on outstanding governmental and commercial educational loans, not in default, related to the Grantee's education that was required to become a healthcare

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

3. The total obligation of HCAI under this Agreement shall not exceed **[\$Award Amount]** to the Grantee and shall be payable as follows:
  - a. **[\$Payment #1]** after Grantee has completed one year of service obligation in compliance with this Agreement, which is **[Deliverable Due Date #2]**.
4. Payments shall be made and is conditioned upon HCAI's receipt of documentation of the Grantee's provision of the service obligation, and other documents as required by HCAI. Payment shall be made within 45 calendar days of receipt by HCAI of all required documentation. Payments under this Agreement are not issued with regard to any loan payment due date and may be made at any time within the terms of this Agreement.

#### **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 funds received from HCAI.

Payments made under 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), of 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).”

HCAI does not withhold any tax from the award.

#### **F. Prompt Payment Clause**

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

#### **G. Budget Contingency Clause**

1. It is mutually agreed that if the 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 of no further force and effect. In this event, HCAI shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, HCAI shall have the option to either cancel this Agreement with no liability occurring to HCAI or offer an Agreement amendment to Grantee to reflect the reduced amount.

## H. Breach

1. HCAI reserves the right to recover any and all amounts provided to the Grantee for Grantee's failure to perform the Scope of Work set forth in this Agreement. HCAI expressly reserves the right to pursue all legal and equitable remedies in the event of a breach by Grantee, including the right to disqualify Grantee from future funding opportunities. HCAI shall be entitled to recover from the Grantee an amount determined by the following formula, plus interest:

$$A = F \times \{(T-S)/T\}$$

- in which "A" is the amount that HCAI is entitled to recover; "F" is the sum of the amounts paid under this Agreement to or on behalf of the Grantee; "T" is the total number of months in the Grantee's period of obligated service; and "S" is the number of months of such period already served by the Grantee. Ten (10) percent interest shall be charged on the outstanding principal annually. Interest shall begin to accrue from the due date of the first required payment, as determined by HCAI. Repayment shall be required in either a lump sum or monthly installments, in amounts calculated by HCAI to permit repayment in seven years. Completing half of the service obligation does not entitle the grantee to keep half of their award amount, the above formula will still apply.
2. The Grantee may avoid paying interest if the full amount owed is paid within 30 days from the date of notice of the default.
  3. Grantee will be ineligible to apply for any HCAI Programs in the future if they breach their contract unless grantee seeks relief under Section I.
  4. A breach of this Agreement by the Grantee ends any obligations of HCAI under this Agreement, including any further payments to or on behalf of the Grantee for outstanding educational debts. However, notwithstanding the breach, a Grantee may seek relief under Section I, of this Agreement.

5. The date of the breach, where no relief is otherwise granted by HCAI, shall be 30 calendar days after email notification of pending default to Grantee for failure to comply with this Agreement.
6. To suspend a pending breach, I, the Grantee, must pay a \$250.00 (Two Hundred Fifty Dollars and No Cents) administrative fee to HCAI within 30 days of the date of the notice pending default letter, and provide all documentation as requested therein.

**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. A Grantee may seek a modification, waiver, suspension, reduction, or delay of the service or payment obligations incurred as a result of Grantee's breach by written request to HCAI setting forth the basis, circumstances, and causes which support the requested action. HCAI may approve a request for a suspension for a period of not more than one year. A renewal of this suspension may also be granted on a case-by-case basis.
3. HCAI may modify, waive, suspend, reduce, or delay any service or payment obligation incurred by a Grantee whenever compliance by the Grantee is impossible, or would involve extreme hardship to the Grantee, and if the enforcement of the service or payment obligation would be against equity and good conscience.
4. Compliance by a Grantee with a service or payment obligation shall be considered impossible if HCAI determines, on the basis of information and documentation, that the Grantee suffers from a physical or mental disability resulting in the permanent (or near-permanent) inability of the Grantee to perform the service or other activities which would be necessary to comply with the obligation.
5. In determining whether to waive, suspend, reduce or delay any or all of the service or payment obligations of a Grantee as imposing an undue hardship and being against equity and good conscience, HCAI may consider:
  1. The Grantee's present financial resources and obligations
  2. The Grantee's estimated future financial resources and obligations
  3. The extent to which the Grantee has problems of a personal nature, such as physical or mental disabilities, or terminal illness in the immediate family, which so intrude on the Grantee's present and future ability to

perform as to raise a presumption that the individual will be unable to perform the obligation incurred.

## **J. Agreement Continuation**

1. Grantee may apply to extend the term of the Agreement. HCAI reserves the right to deny Grantee's request to extend the term of the Agreement.
2. Grantee may take up to four weeks in a calendar year from their approved practice site for any leave of absence approved by their worksite, except otherwise required in order to comply with applicable federal and state laws, without it affecting their service obligation.
3. Should HCAI and the Grantee agree to amend the dates of this Agreement, the service obligation shall be extended for each day of absence over the allowable four weeks.

## **K. 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 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 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. Agreement 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, 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 §§ 11135-11139.5), and any regulations or standards adopted by HCAI to implement such article.
  - c. Grantee shall permit access by representatives of the Department of Fair Employment and Housing and HCAI upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or HCAI shall require to ascertain compliance with this clause.
  - d. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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 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 Agreement 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 any and all claims and losses accruing or resulting to any and all 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 any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
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 Program Manager. If unresolved, the problem shall be presented, in writing, to the Deputy Director, stating the issues in dispute, the basis for the Grantee's position, and the remedy sought. Grantee shall include copies of any documentary evidence and describe any other evidence that supports its position with its submission to the Deputy Director.
  - b. Within ten working days after receipt of the written grievance from the Grantee, the Deputy Director or their designee shall make a determination and respond in writing to the Grantee indicating the decision and reasons for it.

- c. Within ten working days of receipt of the Deputy Director's decision, the Grantee may appeal to the Chief Deputy Director stating why the Grantee does not agree with the Deputy Director's Decision. The Chief Deputy Director or designee (who shall not be the Deputy Director or their Designee) shall meet with the Grantee within 20 working days of receipt of the Grantee's appeal. During this meeting, the Grantee and HCAI may present evidence in support of their positions.
  - d. Within ten working days after meeting with the Grantee, 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: 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.
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: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

**L. Grant Representatives**

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

State Agency: Department of Health Care Access and Information	HCAI Program Awarded Under <b>[Name of Program]</b>
Section/Unit: Office of Health Workforce Development	Grantee’s First Name, Last Name: <b>[Grantee’s Full Name]</b>
Name: <b>[Program Officer Full Name]</b>	Address: <b>[Address 1]</b>
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Phone Number 1: <b>[Phone 1]</b>
Phone: <b>[Program Officer Main Phone]</b>	Phone Number 2: <b>[Phone 2]</b>
Email: <b>[Program Officer Primary Email]</b>	Email: <b>[Email Address]</b>

**M. GRANTEE’S ACKNOWLEDGEMENT:**

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

\_\_\_\_\_

**[Grantee’s Full Name]**

\_\_\_\_\_

**Date**

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

\_\_\_\_\_

**[Procurement and Contract Services Manager]**

\_\_\_\_\_

**Date**