



Licensed Vocational Nurse to Associate Degree Nursing Scholarship Program (LVN to ADN)

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: LVN to ADN 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.

LVN to ADN is funded through a \$10 surcharge for renewal and licensure fees of Registered Nurses (RN) in California. Eligible applicants may receive up to \$8,000 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 nurses providing direct patient care in a qualified facility in California.

Eligibility Requirements

Provider Eligibility Requirements

To be eligible for an LVN to ADN award, each applicant must:

- Start training program by October 1, 2022
- Be enrolled in a minimum of six units, or its equivalent, until program completion
- Maintain a GPA of 2.0 or greater, until program completion
- Graduate after June 30, 2022
- Not have any other existing service obligations with other entities, including other HCAI programs
- Not be in breach of any other HCAI service obligation
- Commit to providing a 12-month service obligation in a medically underserved area upon graduating
- Provide 32 hours or more per week of direct patient care upon graduating
- Complete and submit the application through the [HCAI Funding Portal](#) by the deadline.

Eligible Educational Programs

LVN to ADN applicants must be currently accepted or enrolled in a bachelor's degree nursing program.

Eligible Geographic and Site Designations

A worksite must be in one of the following eligible geographic or site designations:

- Health Professional Shortage Area – Primary Care (HPSA-PC)
- Medically Underserved Area – (MUA)
- Primary Care Shortage Area (PCSA)
- Registered Nursing Shortage Area (RNSA)
- State Facility
- County Facility
- Correctional Facility
- Native Indian Health Center

- Federally Qualified Health Center (FQHC)
- Veteran's Facility
- Rural Healthcare Center

Eligible Cost of Attendance

You must indicate that you have costs associated with schooling to be eligible for an award. The cost of attendance (COA) is the total amount it will cost for you to go to college each year. The COA includes the following expenses:

- Tuition and fees.
- On-campus room and board (or a housing and food allowance for off-campus students).
- Allowances for books, supplies, transportation, loan fees, and, if applicable, dependent care.

The COA must reflect the costs associated for one year, and not the entire program.

Award Amounts and Available Funding

Available Funding

HCAI issues this Grant Guide based on the total LVN to ADN funding provided each award cycle. LVN to ADN funding comes from licensure fees of Registered Nurses (RN) in California.

Award Amount

The maximum award amount for the Licensed Vocational Nurse to Associates Degree Nursing Scholarship Program (LVN to ADN) is **\$8,000**. HCAI may award full, partial, or no funding to an applicant based on the applicant's success in meeting the selection criteria, and the amount of available funds. Applicants will not be awarded more than their total cost of attendance for one year of the program.

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 their first or second year of the program, they will be eligible to apply for up to a third time.

A new application must be submitted to be considered for an 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 12 months at a qualified facility in California in an eligible profession within six months of graduation from an accredited college or career institution from a qualified program. “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 illness. 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 LVN to ADN 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

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

- **15 calendar days if you:**
 - Have any change in full-time status, including but not limited to, a decrease in the number of hours providing medical services (falling below 32 hours), termination, resignation, or leave of absence in excess of the time permitted outlined under “Worksite Absences.”
- **30 calendar days if you:**
 - Have any change in practice site. You will submit an Employment Verification Form (EVF) to your Program Officer. 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 information.
3. HCAI will use the evaluation criteria 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 12-month service obligation.

Required Grant Documentation

You must submit the following forms as needed. Contact your Program Officer for the form.

- Certification of Enrollment (COE) form 30 days upon graduating from program.
- Employment Verification Form (EVF) 60 days upon graduating and **anytime** there is a change in practice site.
- 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: Payment of Agreement by Grantee* for detailed information.
3. HCAI cannot provide tax advice to Grantees. HCAI are not tax professionals and tax consequences may vary depending on the Grantee. For this reason, Grantees should seek professional tax advice.

Breach Policy

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

Key Dates

The key dates for the program year are as follows:

Event	Date	Time
Application Available	January 3, 2022	3:00 p.m.
Application Submission Deadline	February 22, 2022	3:00 p.m.
Proposed Grant Agreement Start Date	May 31, 2022	N/A

Grant Questions and Answers

You can find answers to most questions in this Grant Guide. Prospective applicants may submit questions to HCAI at HPEF-Email@hcai.ca.gov at any time during the application cycle.

Contact Us

For questions related to LVN to ADN and the eApp, please email HCAI staff at HPEF-Email@hcai.ca.gov.

Section II: eApp Technical Guide

Accessing the Application System

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

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

Registration and Login

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

Submitting an Application

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

LVN to ADN Application Components

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

The LVN to ADN application has nine sections for applicants to fill out:

1. General Information
2. Contact Information (**one contact required**)
3. Academic Information
4. Certification of Enrollment Verification
5. Employment History and Verification
6. Personal Statements
7. Tax Returns
8. Required Documents
 - a. Ensure you use an acceptable file format, or your application may be rejected.
Examples of acceptable formats are .jpg, .doc, .docx, and .pdf.
9. Application Certification

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

Attachment A: Evaluation and Scoring Criteria

SCORING CRITERIA		
Core Categories	Guideline	Points
Community Background	<p>Describe how your family background, education, training, and life experiences have influenced your decision to pursue a health professional career.</p> <p>1 point: Applicant clearly expresses how their experiences have influenced their decision to pursue a nursing career.</p>	1 point max (Full points only)
	<p>Describe how your family background, education, training, and life experiences have influenced your commitment to working in a medically underserved area.</p> <p>1 point: Applicant clearly expresses how their experiences have influenced their commitment to working in a medically underserved area.</p>	1 point max (Full points only)
	<p>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.</p> <p>1 point: Applicant clearly describes why they consider themselves part of an underserved or disadvantaged community or how they can relate to those who live in an economically disadvantaged background.</p>	1 point max (Full points only)
Career Goals	<p>After becoming a licensed health professional, describe your short-term career goals (less than 5 years) as they relate to providing direct patient care in a medically underserved area.</p> <p>1 point: Applicant clearly expresses interest in practicing direct patient care.</p> <p>1 point: Applicant clearly expresses an interest in working in a Medically Underserved area (MUA) or disadvantaged community.</p>	2 points max (Full points only)
	<p>After becoming a licensed health professional, describe your long-term career goals (5+ years) as they relate to providing direct patient care in a medically underserved area.</p> <p>1 point: Applicant clearly expresses interest and is committed to a healthcare career.</p> <p>1 point: Applicant clearly expresses interest in practicing direct patient care in a MUA for many years.</p>	2 points max (Full points only)

SCORING CRITERIA		
Core Categories	Guideline	Points
Cultural Competency	<p>Cultural and linguistic needs include the language, thoughts, communications, actions, customs, beliefs, values, and institutions of racial, ethnic, religious, or social groups. Give an example of how your life experiences and/or education have contributed to gaining an understanding of the cultural and linguistic needs of a medically underserved community.</p> <p>0-4 points: Applicant states how their life experiences or education have prepared them to respond effectively to the cultural and linguistic needs of the medically underserved.</p>	4 points max (Full points only)
Financial Need	<p>Financial need is calculated by using the adjusted gross income on the applicant's Tax Returns and Cost of Attendance.</p> <p>Financial need includes educational expenses/school budget, household income, and number of dependents.</p>	4 points max (Predetermined)
Academic Performance	Student must maintain a 2.0 GPA.	3 points max (Predetermined)
Work Experience	<p>1 point: Has worked in a health-related environment for at least 6 months.</p> <p>2 points: Has worked providing direct patient care for at least 6 months.</p>	3 points max (Full points only)
Graduation Date	<p>1 point: Graduation date is later than December 31, 2022.</p> <p>2 points: Graduation date is within 2022.</p>	2 points max (Full points only)
Type of School	<p>1 point: Attends online school with physical location in California or affiliation with California college or university.</p> <p>2 points: Attends California college or university or technical school on campus</p>	2 points max (Predetermined)
Extra Points	<p>1 point: Speaks a second language.</p> <p>1 point: Speaks a second language and uses it in their place of employment.</p> <p>1 point: Applicant stated they were the first to attend college.</p> <p>1 point: Application stated they are a military veteran, with proof of honorable discharge.</p>	4 points max (Predetermined)
Total		29 points max 20 points minimum

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 **[Agreement 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 electronic 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 and approved by HCAI.
- 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 Health Workforce Development Division (HWDD) or his/her designee.
- d. “Grant Agreement/Grant Number” means this Agreement, **[Grant Agreement Number]**, between HCAI and 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 a facility within a "Medically Underserved Area" (as defined in California Code of Regulations, title 22, section 97700.35), meaning a geographic area designated by the Director which meets one of the following sets of criteria:
 - 1. A medical service study or urban subdivision of a medical service study area as designated by California Health Workforce Education and Training Council 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.
 - 3. A facility determined by the Director to have a shortage of nursing personnel under section 128385 of the Health and Safety Code.

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 Agreement and the Program Application, the provisions of this Agreement shall prevail:

- a. For the period of **[Agreement Start Date]** through **[Agreement End Date]** be enrolled in a(n) **[Program Name]** with at least six units per semester, trimester, or quarter, maintain a 2.0 GPA or better in the **[Program Name]** for the duration of the program until a degree is conferred, and completing service obligation in a qualifying facility.
 - 1. 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 affecting their service obligation.
 - 2. Should Grantee take more than four weeks as stated above and HCAI agrees to this, HCAI and Grantee agree to amend the term of this Agreement to extend the service obligation for each day of absence over the four weeks.
- b. Within 30 days following graduation from the **[Program Name]**:
 - 1. Submit a Certification of Enrollment Form certifying Grantee was in good standing and graduated from the **[Program Name]**.

- c. Within a six-month period following graduation from the **[Program Name]**:
 - 1. Begin permanent full-time (not less than 32 hours of direct patient care per week) in a qualified facility in California for a period of not less than 12 months.
 - 2. Provide proof of full-time employment to HCAI, including hire date, position, and hours worked per week. HCAI will provide forms as needed to Grantee.
 - 3. Provide a copy of licensure, registration or certificate including the license number issued by the appropriate California licensing board, if requested.
- d. Notify HCAI, in writing, of any and all name, mailing address, phone number, or e-mail address changes within 30 days of the change.
- e. Grantee must notify HCAI within 30 days of any change in the place of employment. HCAI will verify if the new place of employment is a qualified facility. It is highly recommended for Grantees to contact their Program Representative (identified below) to verify eligibility of a potential new employer before switching places of employment.
- f. Submit to HCAI by required deadlines, as determined by HCAI, all requested information during the duration of the Agreement, **[Agreement Start Date]** through **[Agreement End Date]**. HCAI may request information to include, but not limited to, Certification of Enrollment Form, Employment Verification Form and Progress Reports.
- g. Grantee must not have agreed to a contract with another entity to practice professionally for a period during the term of this Agreement in exchange for financial assistance, including tuition reimbursement, scholarships, loans, or loan repayment. Grantee shall be ineligible to receive a loan repayment under this Agreement until the conflicting obligation to this other entity has been fulfilled.
- h. Apply all Grant Funds received to the qualifying educational expense(s) provided by the cost of attendance listed on the approved Program Application. Grantee must pay all received Grant Funds toward the qualifying educational expenses 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.

D. Payment Provisions and Reporting Requirements

- a. During the term of this Agreement, HCAI agrees to make a **one-time** payment to the Grantee as indicated below.
- b. Payments will be made in accordance with, and within the time specified in, Government Code, Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927.
- c. Service obligation will be monitored via the “regular submission” of Progress Reports by the Grantee on a quarterly basis. HCAI reserves the right to increase or decrease

the number of progress reports, if needed. Grantee shall continue to make any required payments on all outstanding student loans. **Nothing in this Agreement relieves the Grantee of the primary responsibility to repay the educational debts listed in the approved Program Application.**

- d. The total obligation of HCAI under this Agreement shall not exceed **[\$Award Amount]**.
- e. 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 from the execution of this Agreement. Payments under this Agreement are not issued with regard to any loan payment due date and may be made at any time within the term of this Agreement.

E. Award Tax

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

HCAI does not withhold any tax from the award.

F. Budget Contingency Clause

- a. 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.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of the Program, HCAI shall have the option to either cancel this Agreement with no liability occurring to HCAI or offer an amendment to Grantee to reflect the reduced amount.

G. Breach

- a. 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.
- b. Pursuant to California Code of Regulations, title 22, section 97747, for failure to begin the service obligation or to complete it, 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 date of the breach, as determined by HCAI. Repayment shall be required in quarterly installments, in amounts calculated by HCAI to permit repayment in seven years.
- c. Grantee will be ineligible to apply for any HCAI Programs in the future if they materially breach their contract unless Grantee seeks relief under Section H.
 - d. A material breach of this Agreement by Grantee ends any obligations of HCAI under this Agreement, including any further payments to or on behalf of Grantee. However, notwithstanding the material breach, Grantee may seek relief under Section H of this Agreement.
 - e. The date of the breach shall be 30 calendar days after written notification (including email) of the pending breach is sent to Grantee.
 - f. To remedy a pending breach for Grantee's failure to fulfill the terms of their service obligation, Grantee must pay an additional \$250.00 (Two Hundred Fifty Dollars and No Cents) administrative fee to HCAI to remedy the breach as liquidated damages to HCAI.

H. Provisions for Suspension, Waiver, Cancellation or Voluntary Termination of Service

- a. Any service or payment obligation incurred by the Grantee will be canceled upon the Grantee's death.
- b. Grantee may seek a modification, waiver, suspension, reduction, or delay of the service or payment obligations under this Agreement by written request to HCAI setting forth the basis, circumstances, and causes which support the requested action. HCAI may approve a request for a suspension for a period of not more than one year. A renewal of this suspension may also be granted on a case-by-case basis.
- c. 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.
- d. 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.
- e. 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; and,

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.

I. General Terms and Conditions

1. **Timeliness:** Time is of the essence in this Agreement. Grantee will submit required documentation by the deadlines set by HCAI. Anticipating potential overlaps, conflicts, and scheduling issues, to adhere to the terms of the Agreement, is the sole responsibility of the Grantee.
2. **Final Agreement:** This Agreement, along with the Program Application, constitutes the entire and final agreement between the parties and supersedes any and all prior oral or written agreements or discussions. In the event of a conflict between the provisions of this Agreement and the Program Application, the provisions of this Agreement shall prevail.
3. **Cumulative Remedies:** HCAI's failure to exercise or a delay in exercising any right, remedy, power or privilege hereunder shall not operate as a waiver thereof; nor shall any single or partial exercise by HCAI 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, which are embodied in those documents, collected from Grantee pursuant to this Agreement, shall become the property of the State and subject to the California Public Records Act (Gov. Code §§ 6250 et seq.).
5. **Independence from the State:** Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
6. **Waiver:** The waiver by HCAI of a breach of any provision of this Agreement by the Grantee will not operate or be construed as a waiver of any other breach. HCAI expressly reserves the right to disqualify Grantee from any future grant awards for failure to comply with the terms of this Agreement.
7. **Approval:** This Agreement is of no force or effect until signed by both parties. The Grantee may not commence performance until such approval has been obtained.
8. **Amendment:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
9. **Assignment:** This Agreement is not assignable by Grantee, either in whole or in part, without the consent of HCAI in the form of a formal written amendment.

10. Indemnification: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
11. Disputes: Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement, shall be resolved as follows:
 - a. Grantee will discuss the 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 Grantee's position, and the remedy sought. Grantee shall include copies of any documentary evidence and describe any other evidence that supports their position with their submission to the Deputy Director.
 - b. Within ten working days after receipt of the written grievance from the Grantee, the Deputy Director or their designee shall make a determination and respond in writing to the Grantee indicating the decision and reasons for it.
 - c. Within ten working days of receipt of the Deputy Director's decision, Grantee may appeal to the HCAI 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 Grantee within 20 working days of receipt of Grantee's appeal. During this meeting, Grantee and HCAI may present evidence in support of their positions.
 - d. Within ten working days after meeting with Grantee, the HCAI Chief Deputy Director or their designee shall respond in writing to the Grantee with their decision. The Chief Deputy Director's decision will be final.
12. Termination for Cause: HCAI may terminate this Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided.
13. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
14. Unenforceable Provision: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

J. HCAI and Grantee Contact Information

The representatives of HCAI and the contact information for each party during the term of this agreement are listed below. Direct all inquiries to:

State Agency: Department of Health Care Access and Information	HCAI Program Awarded Under [Name of Program]
Section/Unit: Health Workforce Development Division	Grantee's First Name, Last Name: [Grantee's Full Name]
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]

K. Parties' Acknowledgement:

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

[Grantee's Full Name]

_____ **Date**

For the Department of Health Care Access and Information:

[Procurement and Contract Services Manager]

_____ **Date**