



Health Professions Pathways Program

Grant Guide For Fiscal Year 2022-23

If your program requires approval to contract from a coordinating authority, please inform the authority of the terms and conditions contained in this Grant Guide. 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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A. Background and Mission

Pursuant to the Health Professions Careers Opportunity Program, Health and Safety Code Section 127885, et. seq., the Department of Health Care Access and Information (HCAI) will consider applications for the Health Professions Pathways Program (HPPP) that support and encourage underrepresented and disadvantaged individuals to pursue health careers to develop a more culturally and linguistically competent healthcare workforce.

Competitive proposals will demonstrate a commitment to the HPPP goals by implementing one or more of the following components:

- Pipeline programs that provide comprehensive academic enrichment, career development, mentorship, and advising in order to support students from underrepresented regions and backgrounds to pursue health careers.
- Paid summer internships for undergraduate students.
- One-year post undergraduate fellowships.

B. Eligible Applicants, Available Funding, and Award Categories

1. Eligible Applicants

Proposals must promote eligible health professions:

- Primary Care
- Behavioral Health
- Geriatrics
- Nursing
- Oral Health
- Allied Health

a. Award Category A: Pipeline Program

HCAI will accept proposals from:

- Public and private universities and colleges, including community colleges
- Health professions training programs: programs offering specialized health care training including professional schools (e.g., nursing, medical, dental, allied health schools, etc.) and graduate education (e.g., residency and fellowship programs).

Individuals or other organization types are not eligible to apply.

b. Award Category B (Summer Internships) and C (Post Undergraduate Fellowships)

HCAI will accept proposals from:

- Public and private universities and colleges, including community colleges

- High schools or school districts proposing to serve high school students are eligible for Category B only.
- Health professions training programs
- Community-based Organizations: Public or private nonprofit that is representative of a community and provides services to the local community.
- Community Health Centers: Community-based and patient-directed organizations that deliver comprehensive, culturally competent, high-quality primary healthcare services. Health centers also often integrate access to pharmacy, mental health, substance use disorder, and oral health services in areas where economic, geographic, or cultural barriers limit access to affordable healthcare services. Health centers deliver care to the nation's most vulnerable individuals and families, including people experiencing homelessness, agricultural workers, residents of public housing, and the nation's veterans. Also known as Community Clinic or Federally Qualified Health Center.

Individuals are not eligible to apply.

2. Available Funding

Approximately \$16,000,000 is available to support health professions pathways programs aimed at building a diverse provider workforce.

HCAI may award full, partial, or no funding to an applicant based on the applicant's success in meeting the selection criteria score and the amount of available funds.

3. Award Categories

a. Award Category A: Pipeline Program

Award Category A focuses on comprehensive academic enrichment, career development, mentorship, and advising to support students from underrepresented communities and disadvantaged backgrounds to pursue health careers. Participation in the pipeline program will lead to entering a health professions school or beginning employment in a health career. Eligible programs must engage a minimum of 240 unique students per academic year. (Example: a new pipeline program that supports 240 students in FY 2022-23 must engage at least 240 different students in FY 2023-24)

b. Award Category B: Summer Internships

Award Category B funds paid summer internships for high school or college students in community health centers, public health departments, public behavioral health settings, geriatric providers, and community-based initiatives that promote health equity.

Eligible programs may support a maximum of 20 students per academic year.

c. Award Category C: Post-Undergraduate Fellowships

Award Category C funds one-year post-undergraduate fellowships for underrepresented students in medicine for in-depth, pre-graduate school experience in primary care and prevention, behavioral health, and geriatric health and other health careers.

Eligible programs may support a maximum of 5 fellowships per academic year.

d. Award Category A, B, and C:

Applicants in either category must:

- Inspire and prepare students for careers in health professions through training, mentorship, educational or financial support, and other means.
- Create and/or strengthen educational partnerships, community support, and workforce preparation efforts between entities. Partnerships may include high school, higher education, health professions schools, community health centers, public health departments, public behavioral health settings, geriatric providers, and community-based initiatives that promote health equity.
- Provide programming that is culturally and linguistically responsive to program participants, which requires recognizing and addressing behaviors, values, practices, attitudes, and beliefs.
- Address challenges specific to the target program participants/demographics:
 - Provide financial aid information
 - Provide wraparound services
 - Provide mentoring opportunities with peers and/or healthcare professionals from diverse backgrounds
 - Provide academic counseling/academic preparation
 - Offer some of the program components online
 - Expose students to health care careers
 - Provide internships and summer enrichment programs
 - Form institutional partnerships
 - Hire faculty from disadvantaged backgrounds

C. Target Participants

The HPPP activities are open to all participants regardless of age, gender, race, or ethnicity. Program activities should include individuals from historically underrepresented groups and regions and encourage practicing in health professional shortage areas (HPSA).

Underrepresented: someone from a racial or ethnic group considered inadequately represented in a specific profession relative to the representation of that racial or ethnic group in the general population.

HPSA: geographic areas, populations, or facilities with a shortage of providers.

HCAI encourages applicants to conduct outreach and recruitment in rural and medically underserved areas/populations, to educationally and/or economically disadvantaged students, and to persons with disabilities, former foster youth, members of the lesbian, gay, bisexual, transgender, and queer community, veterans, immigrants, refugees, and adult/non-traditional learners.

Applicants should focus on program participants that are educationally and/or economically disadvantaged. The Health Resources and Services Administration in the U.S. Department of Health and Human Services (HHS) defines these populations as follows:

Disadvantaged background: an individual comes from an economically or educationally/environmentally disadvantaged background (<https://bhw.hrsa.gov>).

- **Economically disadvantaged:** an individual comes from a family with an annual income below low-income thresholds established by the U.S. Census Bureau, adjusted annually for changes in the Consumer Price Index, and adjusted by the Secretary of the HHS, for use in all health professions programs (<https://bhw.hrsa.gov>).
- **Educationally/environmentally disadvantaged:** an individual comes from an environment that has inhibited the individual from obtaining the knowledge, skills, and abilities required to enroll in and graduate from a health professions school, or from a program providing education or training in an allied health profession (<https://bhw.hrsa.gov>).

D. Initiating an Application

Applicants should provide concise descriptions of their ability to satisfy the Grant Guide requirements. Applicants must submit applications that are complete and accurate. HCAI may reject an application that contains omissions, inaccuracies, or misstatements.

Applicants must submit their applications through the web based HPPP Application located at https://oshpd.sjc1.qualtrics.com/jfe/form/SV_0HR00XdjjMPpIFY by **July 29, 2022**.

E. Submitting Multiple Applications

An organization shall submit one application that identifies each award category that they are interested in implementing. For example, it is allowable for an organization to submit one application for all three award categories provided the organization meets HCAI's eligibility criteria. HCAI will not accept multiple applications from the same organization.

F. Budget Restrictions

The applicant's budget in response to this grant shall not exceed:

- \$500,000 annually for Award Category A (serving a minimum of 240 students per academic year)
- \$100,000 annually for Award Category B (\$5,000 per internship/Maximum: 20 internships per academic year)
- \$125,000 annually for Award Category C (\$25,000 per fellowship/Maximum: 5 fellowships per academic year)

Although indirect costs are acceptable expenses, they may not exceed fifteen percent of the total dollars requested.

Awardees must not use grant funds to supplant the salaries of existing full-time employees, or to provide training or continuing education for staff.

HCAI reserves the right to modify or reduce any or all portions of applicant's submitted budget and/or increase the number of awards if additional funds become available.

For Award Category A grantees, HCAI expects existing pipeline programs to begin scaling and expanding their pipeline programs starting in FY 2022-23. Award Category A grantees developing and implementing new programs may budget for a planning year.

Budget Requirements

See Attachment B Sample Grant Agreement, Section D, for information on acceptable use of grant funds.

G. Evaluation and Scoring Procedures

1. Review Process

During the review process, HCAI staff will verify submission of all required information as specified in this Grant Guide and score applications using only the established evaluation and scoring criteria. The most competitive applicants are those most consistent with the intent of this grant opportunity.

If, in the opinion of HCAI, an application contains false or misleading information, or provides documentation that does not support an attribute or condition claimed, HCAI will reject the application. HCAI reserves the right to reject any or all applications or to reduce the amount funded to an applicant.

2. Evaluation and Scoring Criteria

HCAI will calculate a score using the information provided in the application. Please refer to Attachment A for the Evaluation and Scoring Criteria for Category A, B, and C.

H. Final Selections

HCAI will make final selections using the Evaluation and Scoring Criteria described in Attachment A. HCAI also intends for HPPP to support a geographic distribution in California. Applicants seeking to support geographic regions not addressed by other scored applications may receive preference. Once HCAI makes the final selections, HCAI will announce awardees.

I. Grant Agreement Deliverables and Payment Provisions

- HCAI makes an initial payment for the first year of the Grant upon execution of the Grant Agreement.
- HCAI makes annual payments upon approval of the Grantee's annual Activities Report. Grantees must submit a Final Report within 45 days of the conclusion of the grant term.
- HCAI will request additional information if Grantee does not satisfactorily complete of all terms and conditions.
- The Grantee must adhere to the deadlines as specified in this Grant Guide. It is the sole responsibility of the Grantee to adhere to the terms of the grant.
- If, upon reviewing the final annual activities report, HCAI finds that Grantees did not meet all deliverables and/or expend all funds, HCAI will request the

remittance of those funds from the Grantee.

J. Additional Terms and Conditions

1. Applicants must clearly describe their ability to implement the proposed program and produce other deliverables as required. Applicants must be aware of the state and federal disability laws and procedures for ensuring universal access.
2. Grantees shall not use these funds to supplant existing state or local funds.
3. Grantees must sign and submit agreements by the due date. If the Grantee fails to sign and return the grant agreement by the due date, they may lose their award.
4. By submitting an application, you and your organization agree to the grant terms and conditions specified in this Grant Guide.
5. If your program requires approval to contract from a coordinating authority, you must inform the authority of the terms and conditions contained in this Grant Guide. All applicants must agree to the terms and conditions prior to receiving funds. HCAI will not make changes to the terms and conditions specified in this Grant Guide.
6. HCAI does not accept alternate grant agreement language from a prospective Grantee. HCAI will consider an application with such language to be a counteroffer and will reject it. HCAI will not negotiate the terms and conditions outlined in Attachments B: Sample Grant Agreement.
7. When the Grantee is a county, city, school district, or other local public body, a copy of the resolution, order, motion, ordinance, or other similar document must accompany the signed grant from the local governing body authorizing execution of the agreement.
8. The Grantee must submit in writing any requests to change or extend the grant, or to change the budget at least 90 days before the grant end date.
9. The Public Records Act shall apply to all grant deliverables, including reports, applications, and supporting documentation.

K. Grant Questions and Answers

You can find answers to most questions in this Grant Guide and/or in the eApp. If you have any questions relating to the intent or interpretation of grant language, email HCAI staff at hpcop@hcai.ca.gov.

L. Technical Assistance

HCAI will provide a Technical Assistance Guide to assist you in completing and submitting an application. For information about the webinars, see <https://hcai.ca.gov/loans-scholarships-grants/grants/hpcop/>.

M. Key Dates

The key dates for the program year are as follows:

Key Events	Dates and Times
Application opens	May 31, 2022 at 3:00 p.m.
Technical Assistance Webinar	June 8, 2022 at 10:00 a.m.
Application closes	July 29, 2022 at 3:00 p.m. (revised)
Awardees announced	August 30, 2022 (revised)
Grant term	September 30, 2022 - June 30, 2027

N. Department Contact

For questions related to HPPP and the application, please email staff at hpcop@hcai.ca.gov.

Thank you!

We would like to thank you for your interest in applying for HPPP funding and for your continued efforts in supporting underrepresented individuals who are interested in healthcare careers.

Attachment A: Evaluation and Scoring Criteria

SCORING CRITERIA		
Core Categories	Guideline	Max Points Possible
Health Professional Shortage Areas (HPSA)	<p>Will the applicant's proposed program take place at a program site in a HPSA?</p> <p>Additional points for program site(s) in a rural or frontier area.</p> <p>(Derived from application; address lookup to determine if in HPSA and/or rural/frontier area.</p> <p>15 points: The applicant's proposed program has 50% or more of its proposed program sites in a HPSA.</p> <p>10 points: The applicant's proposed program has 50% or more proposed program sites in a rural/frontier area.</p>	25
Diversity	<p>How will your program be culturally and/or linguistically responsive to program participants?</p> <p>2 points for each of the following items:</p> <ul style="list-style-type: none"> • Hire staff members who are bilingual. • Hire staff members trained to promote equity, inclusivity, and awareness of cultural differences in personnel interactions and behaviors among California's culturally diverse populations. • Provide program staff with cultural competency resources and training materials. • Program leaders who participate in the program come from similar cultural backgrounds as the students who participate in the program. • Consult with leading experts in cultural competency to review program curriculum/activities and provide technical assistance. • Engage community stakeholders from diverse cultural background in program development. • Draw on participant's culture to shape curriculum and instruction. • Conduct regular community needs assessments and use results to adopt trainings/workshops that respond to the cultural and linguistic diversity of program participants. 	20

	<ul style="list-style-type: none"> • Include a diverse group of speakers at proposed conferences and/or career fairs. • Provide conference materials, website postings, etc. in various languages. 	
<p>Priority Health Professions</p>	<p>Does your organization propose to promote primary care, behavioral health, geriatric care, and/or other health careers?</p> <p>(Derived from Program Site section that lists the health careers programs will promote).</p> <p>20 points: Program identified promoting primary care, behavioral health, and/or geriatric health.</p>	<p>20</p>
<p>Student Support</p>	<p>How will your program address the challenges specific to the target program participants/demographics?</p> <p>2 points for each of the following items:</p> <ul style="list-style-type: none"> • Provide financial aid information. • Provide wraparound services. • Provide mentoring opportunities with peers and/or healthcare professionals from diverse backgrounds. • Provide academic counseling/academic preparation. • Offer some of the program components online. • Expose students to health care careers • Provide internships and summer enrichment programs. • Form institutional partnerships. • Provide structured cohort program. • Hire faculty from disadvantaged backgrounds. 	<p>20</p>
<p>Disadvantaged/ Individuals from HPSAs</p>	<p>The applicant has experience exposing economically and/or environmentally disadvantaged individuals or individuals from health professional shortage areas to primary care, geriatric care, behavioral health, and/or other health careers?</p> <p>5 points for each of the following individuals:</p> <ul style="list-style-type: none"> • Economically disadvantaged • Educationally/environmentally disadvantaged • Individuals from HPSAs 	<p>15</p>

<p>Underserved Groups</p>	<p>Does the applicant support individuals from underserved groups?</p> <p>2 points for each of the following groups:</p> <ul style="list-style-type: none"> • Persons with disabilities • Former foster youth • Members of the LGBTQ+ community • Immigrants • Refugees • Adult/non-traditional learners (including veterans) 	<p style="text-align: center;">12</p>
<p>Experience</p>	<p>How many years of experience does your organization have exposing underrepresented individuals to primary care, geriatric care, behavioral health, and/or other health careers?</p> <p>Up to 10 points: Applicant provides number of years of experience their organization has exposing underrepresented individuals to primary care, geriatric care, behavioral health, and/or other health careers.</p>	<p style="text-align: center;">10</p>
<p>Total Possible Points</p>		<p style="text-align: center;">122</p>

Attachment B: Sample Health Professions Pathways Program Agreement

GRANT AGREEMENT BETWEEN THE
DEPARTMENT OF HEALTH CARE ACCESS AND INFORMATION
AND
[CONTRACTOR NAME]
HEALTH PROFESSIONS PATHWAYS PROGRAM GRANT AGREEMENT NUMBER
[GRANT AGREEMENT NUMBER]

THIS GRANT AGREEMENT (“Agreement”) is entered on [Agreement Start Date] (“Effective Date”) by and between the State of California, Department of Health Care Access and Information (“HCAI”) and [Contractor Name] (the “Grantee”).

WHEREAS, HCAI is authorized by the California Health and Safety Code Section 127885 et seq. to maintain a Health Professional Career Opportunity Program (“HPCOP”) to inform and motivate minority and disadvantaged students to pursue health professional careers and provide support, encouragement, and training to minority health professionals to practice in health professional shortage areas of California.

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, HPCOP provides grants to support economically disadvantaged and/or underrepresented minorities to pursue health careers, including pipeline programs that provide comprehensive academic enrichment and career development, internships, and fellowships to enable students to compete for admission to graduate health professions schools or employment in the health field.

WHEREAS, Grantee applied to participate in the HPCOP by submitting an application in response to the Health Professions Pathways Program (“HPPP”) Grant Guide Fiscal Year 2023-23.

WHEREAS, Grantee was selected by HCAI to receive grant funds in the amount of «Total» through procedures duly adopted by HCAI for administering such grants.

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

A. Definitions:

1. "Application" means the grant application/proposal submitted by Grantee.
2. "Director" means the Director of HCAI or their designee.
3. "Deputy Director" means the Deputy Director of the Healthcare Workforce Development Division or their designee.
4. "Indirect Costs" means administrative costs related to the line-item budget grant agreements.
5. "Grant Agreement/Grant Number" means Grant Number [AGREEMENT] # awarded to Grantee.
6. "Grantee" means the fiscally responsible entity in charge of administering the Grant Funds and includes the Program identified on the Application.
7. "Grant Funds" means the money provided by HCAI for the Program described by Grantee in its Application and the Scope of Work/Deliverables contained herein.
8. "Program" means the activity described in the Application and Scope of Work to be accomplished with the Grant Funds.
9. "Program Manager" means the HCAI manager responsible for the grant program.
10. "State" means the State of California and includes all its Departments, Agencies, Committees, and Commissions.

B. Term of the Agreement:

1. This Agreement shall take effect on [Agreement Start Date] and shall terminate on [Agreement End Date].
2. The Grantee will submit any requests to extend the grant period in writing to HCAI. Requests for a time extension must be made to HCAI no later than thirty (30) calendar days prior to the expiration of the Agreement. There shall be no activity pursuant to this Agreement after its expiration.

C. Scope of Work/Deliverables:

Grantee shall perform the Scope of Work and provide the Deliverables outlined in Application (**APPLICATION #**) incorporated by reference herein and made a part

hereof and comply with the following additional conditions. In the event of a conflict between the provisions of this section and the Application, the provisions of this Scope of Work Section shall prevail.

1. Grantees will be required to report on student outcomes using metrics and instruments developed by HCAI to collect program impact data.

Occurrence	Description	Due Dates
Annually	<p>Provide an Annual Report to HCAI. The report shall include, but is not limited to, the following information:</p> <ul style="list-style-type: none"> a. Program Information and Implementation Details b. Evaluation and Data Collection – Summary data on all program participants attending all events, including qualitative and quantitative response/outcome summary of pre and post surveys and workshop/presentation highlights c. Category A, B, and C recipients must conduct participant post surveys that must include, but are not limited to, the five questions below. The program shall aim to positively impact participants’ responses to these questions: <ul style="list-style-type: none"> i. Were you, are you, or will you be the first person in your immediate family to attend college or health career technical school? Yes or No. ii. On a scale of 1-5 (1 being strongly disagree and 5 being strongly agree), please indicate how much you agree or disagree with the statements below. <ul style="list-style-type: none"> a) Participating in this program increased my interest in becoming a health care provider. b) Participating in this program increased my interest in serving in a medically underserved area. iii. What program activity had the greatest influence on your interest in pursuing a health career? iv. On a scale of 1-5 (1 being very unlikely and 5 being very likely), how likely are you to recommend this program to someone? v. How did your program recruit students from underrepresented regions and backgrounds and/or from disadvantaged backgrounds (e.g., economically and/or educationally/environmentally disadvantaged)? d. Category A recipients shall also collect data and provide HCAI with an annual HPPP Activities Report for 	<p>June 15, 2023</p> <p>June 15, 2024</p> <p>June 15, 2025</p> <p>June 15, 2026</p> <p>June 15, 2027</p>

	<p>each cohort of students that includes but is not limited to the following:</p> <p>Number of:</p> <ul style="list-style-type: none"> • Students in attendance at recruitment events • Students that submitted applications to the cohort program • Students accepted to the cohort program • Students that received academic advising on entry to health professions school • Students that received advising about entering a health career • Students that received peer mentorship • Students that received faculty mentorship • Students that participated in a health internship, research fellowship, and or part-time employment in a health-related position or setting • Students by health profession <p>For Category A, B, and C each Grantee will include the following data in the Annual Activities Report to HCAI:</p> <ul style="list-style-type: none"> • Languages spoken • Race/ethnicity • Date of birth • Is student the first member of their family to attend college • High school name and address • FT or PT student • Educational background (entry level and highest level of degree, if applicable) • Name and address of higher educational institutions attended, if applicable • Current employer information and address, if health-related and if applicable • Employment status, if applicable <p>e. Budget Accountability—Describes how Grantee spent Grant Funds.</p>	
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1. The Grantee shall perform the tasks and activities set forth in the Scope of Work and submit the required deliverables within the deadlines specified in this Agreement, regardless of the number of Grants awarded. Grantee shall be

responsible for anticipating potential overlaps, conflicts, and scheduling issues to adhere to the terms of this Agreement.

2. The Grantee shall be responsible for the performance of all tasks and deliverables specified in the Scope of Work, including but not limited to, locating and securing facilities and speakers for events.

D. Budget Detail:

Grant Program Activity	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	Total
Advertising	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX
Meals	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX
Supplies	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX
Transportation	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX
Facility Costs	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX
Pipeline program (Award category A)	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX
Summer Internships (Award Category B)	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX
Post-undergraduate Fellowships (Award Category C)	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX
Indirect Costs (Total shall not exceed 15 percent of the total grant)	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX
Total	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX	\$XXXXXX

1. Budget: Grantee shall expend the Grant Funds in accordance with the Budget provided in the Application [AGREEMENT #], incorporated by reference herein and made a part hereof, or as amended herein. In the event of a conflict between the Budget submitted as part of Application and this section, the provisions of this section shall prevail. **Note: Indirect expenses shall not exceed fifteen percent of the total dollars awarded to this grant.**
2. Grant Funds can be used:
 - To hire consultants, lecturers, workshop instructors, and/or sub-grantees for the delivery of grant services.

- For in-state travel (in accordance with HCAI travel policies), advertising, meals, supplies, and off-campus facility costs.
- For reasonable accommodations for participants with disabilities, including instructional/program aids.

Grant Funds cannot be used:

- For out-of-state travel.
- For entertainment purposes including, but not limited to, raffles, games, contest prizes, gambling, bingo, etc.
- To construct or renovate facilities or to purchase equipment.
- To rent space from your own organization (this cost should be included in your indirect expense calculation).
- To supplement the salaries of existing full-time staff of the organization.
- For release time to free full-time staff for participation in the program.

3. Budget Line Items:

Advertising
Meals
Supplies
Transportation
Facility Costs
Pipeline Program (Award category A)
Summer Internships (Award category B)
Post-undergraduate Fellowships (Award category C)
Other Direct Expenses
Indirect Expenses
Total

4. Budget Adjustments: Grantee's Budget shall be adjusted as follows:

- a. Budget adjustments consist of a change within the grantees' approved budget that does not amend the total amount of this Agreement or any other terms of the Agreement.
- b. Grantee will submit any requests to change the Budget in writing (with a justification to explain why the funds were reallocated) to HCAI for approval. HCAI will not entertain changes to the budget that add to or increase facility costs when the grantee's organization owns the facility. An accounting of how the funds were expended will also be submitted with the Final Report.

E. Reports and Deliverables:

SUBMISSION DEADLINE—Grantee shall submit the Annual Report to HCAI on the dates specified in Section C. Scope of Work/Deliverables, item 1.

F. The Grantee shall comply with the following additional conditions:

1. Payments of Grant Funds shall be contingent on the on-time submission of Deliverables outlined in Agreement Section C-1.

HCAI will release Grant Funds installments to Grantee upon approval of the reports and deliverables submitted by Grantee in accordance with the schedule below:

Payment Installment	Payment Amount	Deliverables Requiring Approval Before Release of Payment	Deliverable Due Date
a.	FY 2022-23 budget line item	Grant Agreement Execution	Grant Agreement Start Date
b.	FY 2023-24 budget line item	Section C-1 FY 2022-23 Annual Report	June 15, 2023
c.	FY 2024-25 budget line item	Section C-1 FY 2023-24 Annual Report	June 15, 2024
d.	FY 2025-26 budget line item	Section C-1 FY 2024-25 Annual Report	June 15, 2025
e.	FY 2026-27 budget line item	Section C-1 FY 2025-26 Annual Report	June 15, 2026

2. Grantee shall begin performance of the Deliverables on the date of execution of this Agreement.
3. HCAI may monitor the Grantee activities and progress by attending or convening local or statewide Pathways meetings and reviewing annual Activities Reports submitted by the Grantee. HCAI reserves the right to require the Grantee to submit additional reports or documentation to evaluate the Program and performance of the Deliverables during the term of the Agreement.
4. Payments of Grant Funds shall be contingent on the satisfactory submission of the Deliverables. HCAI reserves the right to withhold funding for subsequent years until Grantee complies with the terms of this Agreement including this Scope of Work provision.
5. In the event that Grantee has not encumbered and/or spent 80 percent of Grant Funds allocated each year by the end of the end of that fiscal year, HCAI may reduce the Grantee's grant award amount and recoup unspent and/or unencumbered amounts. HCAI may reallocate these unspent funds towards other HPCOP activities.

6. If all Grant Funds have not been expended upon completion of the grant agreement term, HCAI will request the remittance of all unexpended funds with a justification to explain why funds were not expended.

G. Prompt Payment Clause:

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

H. 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, the HCAI shall have the option either to cancel this Agreement with no liability occurring to the HCAI, or, in the event that funding is reduced and not deleted, offer an agreement amendment to Grantee to account for the reduced amount; provided, however, that in the event that HCAI elects to offer an agreement amendment consistent with the terms of this budget contingency clause, HCAI shall retain the right to cancel this Agreement at any time until and unless an agreement amendment reflecting the reduced amount has been signed by the parties.

I. Breach:

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.

J. 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 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.

3. 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 Public Records Act (GC 6250 et seq. code).
4. 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 audit 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.
5. Independence from the State: Grantee and the agents and employees of 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. Non-Discrimination Clause: (See Cal. Code Regs., title 2, section 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.
 - e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
7. 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. Grantee. HCAI expressly reserves the right to disqualify Grantee from any future grant awards for failure to comply with the terms of this Agreement.
 8. Approval: This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.
 9. 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.
 10. Assignment: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
 11. Indemnification: Grantee agrees to indemnify, defend and hold 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.

12. 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 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 shall respond in writing to the Grantee indicating the decision and reasons for it.
 - c. Within ten working days of receipt of the Deputy Director's decision, the Grantee may appeal the decision of the Deputy Director by submitting a written appeal to the Chief Deputy Director stating why the Grantee does not agree with the Deputy Director's decision. .
 - d. Within ten working days after receipt of, 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.
13. 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. Grantee shall return any Grant Funds that were previously provided to Grantee for use within 60 days of termination.

If all Grant Funds have not been expended upon completion of the Agreement term, HCAI will request the remittance of all unexpended funds. If HCAI determines that improper payments have been made to Grantee, HCAI will request disgorgement of all disallowed costs. Grantee may dispute disallowed costs in accordance with Section I, Paragraph 12. Grantee will submit a check or warrant for the amount due within 60 days of the Grantee's receipt of HCAI's disgorgement request or 30 days from the Grantee's receipt of HCAI's last Dispute decision. If Grantee fails to remit payment, HCAI may withhold the amount due from any future grant payments.

14. Grantee's Subcontractors: Nothing contained in this Agreement shall create any contractual relationship between the State and the Grantee or any subcontractors, and no subcontract shall relieve the Grantee of its

responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for any and all acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from State's obligation to disburse funds to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any money to any subcontractor.

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.

K. Grant Representatives: The program representatives during the term of this agreement are listed below. Direct all inquiries to:

State Agency: Department of Health Care Access and Information	Grantee:
Section/Unit: Healthcare Workforce Development/ HPPP	Program Name:
Name: [Program Officer Name]	Name of Main Contact:
Address: 2020 West El Camino Avenue, Sacramento, CA 95833	Address:
Phone: [Program Officer Phone Number]	Phone:
Email: hpcop@hcai.ca.gov	Email:

Official Authorized to Sign Grant for Organization:

State Agency: Department of Health Care Access and Information	Grantee:
Section/Unit: Procurement and Contracts Services	Program Name:
Attention: Karen Isenhower	Attention:
Address: 2020 West El Camino Avenue Suite 1000, Sacramento, CA 95833	Address:
Phone: (916) 326-3200	Phone:
Email: pcs@hcai.ca.gov	Email:

IN WITNESS WHEREOF, the parties hereto have executed or have caused their duly authorized officers to execute this Agreement as of the date first written above.

DEPARTMENT OF HEALTH CARE
ACCESS AND INFORMATION

GRANTEE:

Signature:

Signature:

Karen Isenhower

Print Name: _____

Procurement and Contract Services
Manager

Print Title: _____