



**Allied Healthcare Loan Repayment Program (AHLRP)
for the County Medical Services Program (CMSP)**

**Grant Guide
For Fiscal Year 2022-23**

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: AHLRP Grant Information

Background and Mission

The purpose of the County Medical Services Program (CMSP) Allied Healthcare Loan Repayment Program (AHLRP) is to increase the number of appropriately trained allied healthcare professionals in California. Furthermore, it empowers and encourages those professionals to provide direct patient care in a CMSP-designated county at any number of CMSP-contracted provider sites in underserved areas and communities throughout California.

Eligible applicants may receive loan repayments of up to \$16,000 in exchange for a 12-month service obligation practicing and providing direct patient care at one of the CMSP-contracted provider sites in any of the 35 CMSP-designated counties.

Eligibility Requirements

Provider Eligibility Requirements

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

- Be in good standing with respective licensure, board, or certification
- 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 12-month service obligation, in a CMSP-designated County, at a CMSP-contracted provider site
- 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 Disciplines

AHLRP applicants must be currently licensed and practicing one of the following allied healthcare disciplines:

- Anesthesia Technician
- Anesthesiologist Assistant
- Associate Clinical Social Worker
- Associate Marriage and Family Therapist
- Associate Professional Clinical Counselor
- Audiologist
- Auto-Transfusionist
- Cardiovascular Technologist
- Certified AOD Counselor
- Chiropractor
- Clinical Laboratory Scientist
- Community Health Worker
- Licensed Professional Clinical Counselor
- Medical Assistant
- Medical Interpreter
- Medical Laboratory Scientist
- Medical Radiation Scientist
- Neurophysiologist
- Occupational Therapist
- Occupational Therapy Assistant
- Orthoptist
- Orthotist/Prosthetist
- Paramedic
- Perfusionist
- Pharmacist

- | | |
|--|--|
| <ul style="list-style-type: none"> • Dental Assistant • Dental Hygienist • Diagnostic Sonographer/Radiographer
(including Mammographer, etc.) • Dietitian/Nutritionist • Electrocardiogram Technician • Emergency Medical Technician • Health Educator • Licensed Clinical Social Worker • Licensed Marriage and Family Therapist | <ul style="list-style-type: none"> • Phlebotomist • Physical Therapist • Physical Therapy Assistant • Podiatrist • Psychological Associate • Psychologist • Radiotherapist/Radiation Therapist/
Medical Dosimetrist • Respiratory Therapist • Speech Therapist • Surgical Technologist |
|--|--|

Practice Site Eligibility Requirements

AHLRP applicants must work in a CMSP-designated county and at one of the CMSP-contracted provider sites.

The 35 CMSP-designated counties include:

- Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Modoc, Mono, Napa, Nevada, Plumas, San Benito, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Tuolumne, Yolo, and Yuba.

To view CMSP-contracted provider sites: [Click Here](#)

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 AHLRP:

• 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

Approximately \$600,000 is available to support allied healthcare professionals working in a CMSP-designated County.

Award Amount

The maximum award amount for the CMSP Allied Healthcare Loan Repayment Program (AHLRP) is **\$16,000**. 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.

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 in a CMSP-designated county at a CMSP-contracted provider site in an approved allied healthcare discipline. "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.

Practice Site Absences

Grantees may have up to four weeks per calendar year away from their AHLRP approved practice site for any leave of absence approved by their employer, 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 "Practice Site Absences."
- **30 calendar days if you:**
 - Have any change in Practice Site. An Employment Verification Form (EVF) must be submitted to 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 (2) Progress Reports through the eApp, during the twelve-month service obligation. The schedule of those reports is as follows:

Deliverable	Date Available	Due Date
Progress Report One	October 1, 2023	October 31, 2023
Progress Report Two	April 1, 2024	April 30, 2024

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 (SCO) 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 staff 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	September 1, 2022	3:00 p.m.
Application Submission Deadline	October 31, 2022	3:00 p.m.
Anticipated Award Notice Date	January 2023	N/A
Proposed Grant Agreement Start Date	March 31, 2023	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 HWDD-LRP@hcai.ca.gov at any time during the application cycle.

Contact Us

For questions related to AHLRP and the eApp, please email HCAI staff at HWDD-LRP@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. Using a Windows-based PC/laptop is recommended. We do NOT recommend accessing eApp, via smartphones, tablets, and/or iOS-based devices.

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 confirmation of submission.

AHLRP Application Components

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

The AHLRP application has nine sections for applicants to fill out:

1. General Information
2. Contact Information (**one contact required**)
3. Educational Information
4. Professional Information
5. Employment History and Verification
6. Educational Debt and Tax Information
7. Personal Statements
8. Required Documents
 - **You must submit documents in one of the following file formats: .jpg, .doc, .docx, or .pdf. If you submit a document in another format, it will be rejected and will put your application at risk of not being complete.**
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 AHLRP staff at HWDD-LRP@hcai.ca.gov.

Attachment A: Evaluation and Scoring Criteria

Awardee Selection Information

HCAI may award full, partial, or no funding to an applicant based on the applicant’s success in meeting the scoring criteria, the amount of available funds, and the size of the eligible applicant pool. HCAI will use the Evaluation and Scoring Criteria below to score applications and will grant awards to the highest scored applications.

Core Categories	Guidelines	Points
Community Background	Describe how your family and employment background, education, training, and life experiences have influenced your decision to pursue a health professional career. 0-2 points: Applicant describes how their experiences influenced their decision to pursue a career as a healthcare provider.	2 points max (Full points only)
	Describe how your family and employment background, education, training, and life experiences have influenced your commitment to working in an underserved area. 0-2 points: Applicant describes how their experiences have influenced their commitment to working in a medically underserved area.	2 points max (Full points only)
	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. 0-2 points: 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.	2 points max (Full points only)
Career Goals	Describe your career goals in relation to your current employment. 2 points: Applicant intends to stay with their current employer	4 points max (Full points only)

Core Categories	Guidelines	Points
	2 points: Applicant is committed to practicing direct patient care in an underserved area beyond the service obligation.	
Cultural Competency	<p>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.</p> <p>0-5 points: 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>	5 points max (Full points only)
Financial Need	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.	2 points max (Predetermined)
Employment History	<p>1 point: Applicant works or has worked as a health provider in a MUA for less than three years</p> <p>2 points: Applicant works or has worked as a health provider in a MUA for three years or more</p>	2 points max (Predetermined)
Extra Points	<p>2 points: Majority of patients speak English, or Applicant communicates with patients in their native language.</p> <p>1 point: Awarded if applicant stated they are a military veteran, with proof of honorable discharge.</p>	3 points max (Predetermined)
Total Points		22 points max 15 points minimum to receive an award

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 Allied Healthcare Loan Repayment
Program, by submitting an application in response to the **[Application Year]** Allied
Healthcare Loan Repayment Program Application.

WHEREAS, Grantee was selected by HCAI through duly adopted procedures to receive
grant funds from AHLRP.

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

A. Definitions:

1. “Program Application” means the grant application submitted by Grantee and approved by HCAI.
2. “Director” means the Director of the Department of Health Care Access and Information or their designee.
3. “Deputy Director” means the Deputy Director of the Health Workforce Development Division (HWDD) or his/her designee.
4. “Grant Agreement/Grant Number” means this Agreement, Grant Number **[Grant Agreement Number]**, between HCAI and Grantee.
5. “Provider” means the Grantee.
6. “Grant Funds” means the money provided by HCAI to Grantee per this Agreement.
7. “Program” means the **Allied Healthcare Loan Repayment Program**.
8. “Program Manager” means the HCAI manager responsible for the program.
9. “State” means the State of California and includes all its Departments, Agencies, Committees and Commissions.

10. “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.
11. “Full-Time Service” is defined as a minimum of 32 hours per week.
12. “Qualified Facility” is a CMSP contracted provider location or facility in a CMSP-designated county.

B. Terms 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:

1. 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 CMSP Contracted Provider or Facility as a(n) **[Discipline]**.
 - a. 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 the applicable federal and state laws, without affecting their service obligation.
 - b. 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.
2. Notify HCAI, in writing, of any and all name, mailing address, phone number, or e-mail address changes within 30 days of the change.
3. 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.
4. 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.

5. 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 a 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.
6. 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 start date of this Agreement will not count towards this requirement.
7. 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 expects to make a **one-time** payment to the Grantee as indicated below.
2. 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.
3. Service obligations will be monitored via the “regular submission” of Progress Reports by the Grantee on a bi-annual 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.**
4. 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]**.
5. 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. 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.

G. Breach

1. HCAI expressly reserves the right to pursue all legal and equitable remedies in the event of a breach by Grantee.
2. Grantee’s failure to complete their Service Obligation is a material breach of this Agreement. HCAI shall recover the following amounts for Grantee’s failure to complete their Service Obligation unless Grantee obtains relief under Section H:

- a. The amounts paid by HCAI to, or on behalf of, the Grantee for any portion of the Service Obligation not actually completed;
- b. As liquidated damages for damages suffered by HCAI and the State of California as a result of Grantee’s breach, an amount equal to the number of months of obligated service not completed by the Grantee multiplied by \$1,500.00.
3. Any amount HCAI is entitled to recover from Grantee’s breach shall be paid within six (6) months of the date of HCAI’s written notification to Grantee of the breach, unless HCAI agrees to another arrangement in writing.
4. Grantee will be ineligible to apply for any HCAI Programs in the future if they materially breach their contract unless Grantee obtains relief under Section H.

By signing below, the Grantee has reviewed and acknowledged the terms under Section G: Breach.

[Grantee’s Full Name]

Date

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

1. 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 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.
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:
 - a. The Grantee’s present financial resources and obligations;
 - b. The Grantee’s estimated future financial resources and obligations; and,
 - c. 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. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsome issued Executive Order N-2-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

J. 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. 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 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, 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, 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.
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.

K. 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]

L. 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