



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

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.

Table of Contents

| | |
|--|-----------|
| Section I: LVN to ADN Grant Information | 3 |
| A. Background and Mission | 3 |
| B. Eligibility Requirements | 3 |
| 1. Provider Eligibility Requirements | 3 |
| 2. Eligible Educational Programs | 3 |
| 3. Eligible Geographic and Site Designations | 3 |
| 4. Eligible Cost of Attendance | 4 |
| C. Award Amounts and Available Funding..... | 4 |
| 1. Available Funding | 4 |
| 2. Award Amount | 4 |
| D. Initiating an Application..... | 4 |
| E. Service Obligation | 5 |
| 1. Worksite Absences | 5 |
| 2. Communication Requirements..... | 5 |
| F. Evaluation and Scoring Procedures | 5 |
| G. Award Process | 6 |
| H. Grant Agreement Deliverables | 6 |
| I. Required Grant Documentation | 6 |
| J. Post Award and Payment Provisions..... | 6 |
| K. Breach Policy | 6 |
| L. Key Dates..... | 7 |
| M. Grant Questions and Answers..... | 7 |
| N. Contact Us..... | 7 |
| Section II: eApp Technical Guide | 8 |
| A. Provider eApp Technical Guide | 8 |
| 1. Accessing the Application System | 8 |
| 2. Registration and Login..... | 8 |
| 3. Submitting an Application | 8 |
| B. LVN to ADN Application Components | 8 |
| Attachment A: Evaluation and Scoring Criteria | 10 |
| Attachment B: Sample Grant Agreement | 11 |

Section I: LVN to ADN Grant Information

A. Background and Mission

The Department of Health Care Access and Information (HCAI) works to increase and diversify California's healthcare workforce 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 Registered Nurses (RNs) providing direct patient care in an underserved area or qualified facility within California.

B. Eligibility Requirements

1. Provider Eligibility Requirements

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

- Start training program by September 30, 2023
- Be enrolled in a minimum of six semester units, or its equivalent, until program completion
- Maintain a GPA of 2.0 or greater, until program completion
- Must graduate after the proposed grant agreement start date indicated in Section I: Key Dates
- 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 an underserved area or qualifying facility upon graduation
- 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

2. Eligible Educational Programs

LVN to ADN applicants must be accepted or enrolled in an accredited bridge program pursuing licensure as a Registered Nurse.

3. Eligible Geographic and Site Designations

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

- Children's Hospital
- Correctional Facility
- County-Operated Health Facility
- Federally Qualified Health Center (FQHC)
- Health Professional Shortage Area – Primary Care (HPSA-PC)
- Health Professional Shortage Area – Mental Health (HPSA-MH)
- Health Professional Shortage Area – Primary Care (HPSA-PC)
- Medically Underserved Area – (MUA)
- Native American Health Center
- Primary Care Shortage Area (PCSA)

- Public School Facility
- Registered Nursing Shortage Area (RNSA)
- Rural Health Clinic
- Skilled Nursing Facility
- State-Operated Health Facility
- Substance Use Facility
- Veteran's Facility

4. 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 attend your program for one year. The COA may include 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 **only**, and not the entire program.

C. Award Amounts and Available Funding

1. Available Funding

Approximately \$60,000 is available to support students enrolled in eligible bridge programs leading to licensure as a Registered Nurse.

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

2. 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.

LVN to ADN's goal is to encourage and retain providers at eligible LVN to ADN worksites. Prior and/or existing Awardees with an existing service obligation may also apply and be awarded an additional scholarship. For each award, the Grantee will be required to serve an additional one-year service obligation. To remain eligible, the individual must still be enrolled in an eligible bridge program leading to licensure as a Registered Nurse and meet all the other LVN to ADN eligibility requirements.

A new application must be submitted to be considered for an award, as each service obligation requires a separate contract, and will not be considered a continuation of a previous agreement.

D. 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.

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

E. Service Obligation

Grantees must provide full-time service in direct patient care, including practicing for a term of at least 12 months at a qualified facility 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. "First-line supervision" means they directly supervise staff who provide the direct patient/client care services.

1. 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.

2. Communication Requirements

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

a. 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 Section I: Worksite Absences.

b. 30 calendar days if you:

- Have any change in worksite. Submit an Employment Verification Form (EVF) to the Program Officer. HCAI will verify if the worksite is eligible.
- Change in name, residential address, phone number and/or email address.

c. 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.

F. 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.

G. Award Process

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

H. Grant Agreement Deliverables

The Grantee shall:

- Submit two Progress Reports through the eApp during the 12-month service obligation. The schedule of these reports is based on the date you begin working at your approved worksite.

I. Required Grant Documentation

1. Contact your Program Officer to receive a Graduation Date Verification (GDV) form within 30 days after graduating from program.
2. Contact your Program Officer to receive an Employment Verification Form (EVF) within 60 days after graduating and **anytime** there is a change in practice site.
3. Request and submit Payee Data Record form (STD204) anytime there is a change in your name and/or residential address.

J. 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.

K. 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.

L. Key Dates

The key dates for the program year are as follows:

| Event | Date | Time |
|-------------------------------------|-------------------|-----------|
| Application Available | January 3, 2023 | 3:00 p.m. |
| Application Submission Deadline | February 24, 2023 | 3:00 p.m. |
| Anticipated Award Notice Date | April 2023 | N/A |
| Proposed Grant Agreement Start Date | May 31, 2023 | N/A |

M. Grant Questions and Answers

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

N. Contact Us

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

Section II: eApp Technical Guide

A. Provider eApp Technical Guide

1. 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.

2. 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.

3. 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 Section I: 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.

B. 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. Profile Information
3. Contact Information (**one contact required**)
4. Educational Information
5. Professional Information
6. Scholarship Program Verification
7. Employment History
8. Required Documents
 - **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 HWDD-SCH@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.

Priority consideration will be given to applicants who:

- Attend an educational institution within the state of California
- Intend on graduating within the first two years after the application cycle closes

| Core Categories | Guidelines | Points |
|--|--|----------------------|
| Languages Spoken | 20 points: Speaks one or more listed languages fluently/well enough to be able to provide direct care services to clients. 0 points: Does not speak more than one language. | 20 points max |
| Medically Underserved Areas/Populations | Have you volunteered or worked in a medically underserved area or with medically underserved populations in the United States or overseas? 20 points: Yes 0 points: No | 20 points max |
| Graduation Date | 20 points: Graduation date is within [Current Year] . 0 points: Graduation date is later than December 31, [Current Year] . | 20 points max |
| Economically Disadvantaged | As defined by the Scholarship for Disadvantaged Students program, have you been identified as having a disadvantaged background based on environmental and/or economic factors, or did you receive a federal Exception Financial Need Scholarship? 20 points: Yes 0 points: No | 20 points max |
| Academic Performance | 10 points: Student maintains a 3.5+ GPA 5 points: Student maintains a 3.0 – 3.4 GPA | 10 points max |
| Total Points | | 90 points max |

Attachment B: Sample Grant Agreement

GRANT AGREEMENT BETWEEN THE
DEPARTMENT OF HEALTH CARE ACCESS AND INFORMATION
AND
[GRANTEE NAME]
GRANT AGREEMENT NUMBER **[GRANT AGREEMENT NUMBER]**

THIS GRANT AGREEMENT (“Agreement”) is entered into on **[Grant Start Date]** by and between the State of California, Department of Health Care Access and Information (hereinafter “HCAI”) and **[Provider Name]** (“hereinafter “Grantee”)

WHEREAS, HCAI supports healthcare accessibility through the promotion of a diverse and competent workforce while providing analysis of California’s healthcare infrastructure and coordinating healthcare workforce issues.

WHEREAS, HCAI seeks to accomplish its mission by encouraging healthcare students to practice in underserved communities throughout California through the **[Program Cycle Name]**.

WHEREAS, **[Program Acronym]** provides support to healthcare students by providing scholarship incentives for healthcare educational programs.

WHEREAS, Grantee applied to participate in the **[Program Cycle Name]**, by submitting an electronic application in response to the **[Program Cycle 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

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 his/her designee.
3. “Deputy Director” means the Deputy Director of the Office of Health Workforce Development (OHWD) or his/her designee.
4. “Grant Agreement/Grant Number” means this Agreement, **[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 **[Program Cycle Name]**.
8. “Program Officer” means the HCAI analyst that administers and oversees the grant 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. "Abortion" (as defined by California Health and Safety code section 123464) means any medical treatment intended to induce the termination of a pregnancy except for the purpose of producing a live birth.
13. "Abortion-related services" includes induced abortions performed by a trained provider, under sanitary conditions, and using modern techniques (e.g., vacuum aspiration), or the use of high-quality medications with an effective regimen for medical abortion. Abortion-related service also includes miscarriage management, counseling and/or mental health services related to abortions, contraceptive services, links to other sexual and reproductive health services, and connections to the community, as defined under post-abortion care."
14. "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:
 - a. A primary care health professional shortage area as designated by the Secretary of the U.S. Department of Health and Human Services under the authority of section 254e of Title 42 of the United States Code Annotated.
 - b. A facility determined by the Director to have a shortage of nursing personnel under section 128385 of the Health and Safety Code.
 - c. A facility that is a California Nursing School (**BSNSP ONLY**), Children's Hospital, Correctional Facility, County-Operated Health Facility, Federally Qualified Health Center, Native American Health Center, Public School Facility, Rural Health Clinic, Skilled Nursing Facilities, State-Operated Health Facility, Substance Use Facility, and/or Veteran's Facility.

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 Grantee's Program Application, the provisions of this Agreement shall prevail:

Grantee Shall:

1. For the period of **[Agreement Start Date]** through **[Agreement End Date]** be enrolled in a(n) eligible health educational program with a minimum of six semester units, or its equivalent, maintain a 2.0 GPA or better in the educational program listed on the approved Program Application for the duration of the program until a degree/certification is conferred, and completing service obligation in a qualifying facility.
 - a. Grantee may take up to four weeks in a calendar year from their approved worksite 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.
 - 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. Within 30 days following graduation:
 - a. Submit a Graduation Date Verification (GDV) Form certifying Grantee was in good standing and graduated from the educational program listed on the approved Program Application.
3. Within a six-month period following graduation from the educational program listed on the approved Program Application:
 - a. Begin 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.
 - b. 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.
 - c. Provide a copy of licensure, registration or certificate including the license number issued by the appropriate California licensing board and/or certifying organization, if requested.
4. Notify HCAI, in writing, of any and all name, mailing address, phone number, or e-mail address changes within 30 days of the change.
5. 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 Officer (identified below) to verify eligibility of a potential new employer before switching places of employment.
6. Submit to HCAI by required deadlines, as determined by HCAI, all requested information during the duration of this Agreement, **[Agreement Start Date]** through **[Agreement End Date]**. HCAI may request information to include, but not limited to, Scholarship Program Verification Form, Graduation Date Verification Form, Employment Verification Form, and Progress Reports.
7. 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.

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.

D. Payment Provisions and Reporting Requirements

1. HCAI shall make a **one-time** of Grant Funds within the initial Service Term, from **[Grant Agreement Start Date]** to **[Grant Agreement End Date]**, payable directly to the Grantee. HCAI reserves the right to change payment provisions within the Agreement term, if needed.
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 obligation 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 required to be submitted within the Agreement term, if needed.
4. 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.**
5. The total obligation of HCAI under this Agreement shall not exceed **[\$Award Amount]** to the Grantee and shall be payable as follows:
 - a. **[\$PAYMENT]** once this Grant Agreement is executed **on [Grant Agreement Start Date]**.
6. 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 financial incentive award received from HCAI. 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 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

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. 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.
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. 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 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, 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.

DRAFT

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: Office of Health Workforce Development | Grantee's First Name, Last Name: [Grantee's Full Name] |
| Program Officer 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