



## Department of State Hospital Psychiatry Loan Repayment Program (DSHPLRP)

### For Fiscal Year 2023-24 Grant Guide

Purpose: This Grant Guide is intended to serve as a comprehensive resource of program information and details. Applicants will find steps to complete their application and Grantees can review program requirements to complete their service obligation. **Please read this guide, in full, prior to contacting program staff.**

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: DSHPLRP 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.

The 2022 Budget Act (amended via AB 179) appropriated \$7.0 million to HCAI to support a loan repayment program of up to \$300,000 of relief for psychiatrists that agree to a five-year service obligation at the Department of State Hospitals (DSH) providing psychiatric services.

### B. Eligibility Requirements

#### 1. Provider Eligibility Requirements

To be eligible for a DSHPLRP award, each applicant must:

- Possess a valid and unrestricted MD or DO license to practice in California by **May 31, 2024**.
- Be in good standing with the Medical Board of California or the Osteopathic Medical Board of California.
- Not have any other existing service obligations with other entities, including other HCAI programs.
- Not be in breach of any other HCAI service obligation.
- Have qualifying unpaid educational loans.
- Be a current psychiatrist (Staff Psychiatrists, Seniors, Specialists, Chief of Psychiatry, and Medical Director) at a DSH state hospital or a licensed psychiatrist (including 4<sup>th</sup> year residents) who has a signed job offer to work at a DSH state hospital by time of contract execution.
- Commit to providing a five-year full-time (40 hrs./week) service obligation at a DSH state hospital.
- Provide 32 hours or more per week of psychiatric services (which includes telepsychiatry) at a DSH hospital.
- Complete and submit the application through the [HCAI Funding Portal](#) by **January 12, 2024**.

#### 2. Eligible Disciplines

DSHPLRP applicants must possess an active and valid license (without restrictions or encumbrances) to practice in one of the following disciplines and specialty in California:

Discipline	Specialty
Physicians <ul style="list-style-type: none"> <li>• Allopathic (MD)</li> <li>• Osteopathic (DO)</li> </ul>	<ul style="list-style-type: none"> <li>• Psychiatry</li> </ul>

#### 3. Eligible Geographic and Site Designations for a Service Obligation

An eligible practice site must be at one or more of the following DSH hospitals:

- DSH-Atascadero
- DSH-Coalinga
- DSH-Metropolitan
- DSH-Napa
- DSH-Patton

**4. 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.

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

• Consolidated with loans owed by another person	• Loans in default	• Parent PLUS loans
• Consolidated with mortgage loan	• Loan not in the provider’s name	• Personal lines of credit
• Credit card debt	• Loan repaid in full	• Primary Care Loan (PCL) Program

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.

**C. Available Funding and Award Amounts**

**1. Available Funding**

Approximately **\$7,000,000** is available to support psychiatrists who are working at a DSH state hospital.

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

**2. Award Amount**

The maximum award amount for the Department of State Hospitals Psychiatry Loan Repayment Program (DSHPLRP) is **\$300,000**. 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.

DSHPLRP’s goal is to recruit and retain providers at DSH state hospitals. A Grantee may apply for additional awards following the successful completion of their current DSHPLRP agreement. To remain eligible, the individual must still have qualifying educational loans, successfully completed their current DSHPLRP agreement, and meet all the other

DSHPLRP eligibility requirements. A Grantee can apply for an award every year they are eligible contingent on the availability of funding.

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. Applicants not selected for an award may apply for the next cycle.

## 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 (1) HCAI scholarship or loan repayment program at a time. However, if awarded, an individual can contract for only one (1) service obligation at a time.

## E. Service Obligation

Grantees must provide full-time service in a psychiatrist position (Staff Psychiatrists, Seniors, Specialists, Chief of Psychiatry, and Medical Director) at a DSH state hospital or a licensed psychiatrist (including 4th year residents) who has a signed job offer to work at a DSH state hospital by the time of contract execution in a state civil service psychiatry classification, including practicing for a term of at least five (5) years at a qualified facility. "Full-time" means they must work at the Department of State Hospitals' facility for a minimum of 40 hours per week, with at least 32 of those hours spent providing psychiatric services.

The 40 hour per week may be compressed into no less than four (4) days per week, with no more than 12 hours of work in any 24-hour period for a minimum of 45 weeks per year. This does not include hours spent on call.

### 1. Practice Site Absences

Grantees may take up to **thirty-five (35) weeks**, during the Term of this Agreement, away from their Approved Practice Site for any leave of absence approved by their practice site, except otherwise required in order to comply with applicable federal and state laws, without affecting their service obligation.

Should Grantee take more than **thirty-five (35) 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 allowable **thirty-five (35) weeks**.

### 2. Communication Requirements

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

- **15 calendar days if you:**
  - Have any change in full-time status, including but not limited to, a decrease in the number of hours providing psychiatric services, 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. HCAI will verify if the practice site is eligible. An Employment Verification Form (EVF) must be submitted to the Program Officer via email.
  - Change in your name, residential address, phone number and/or email address. Your eApp “Profile” page must be updated to reflect this change prior to contacting Program Officer via email.
- **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.

**NOTE: It is highly recommended that you contact your Program Officer via email, prior to any of the above changes taking effect.**

## F. Evaluation and Scoring Procedures

HCAI may make multiple awards. 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 incomplete, false or misleading information.
3. HCAI will use the evaluation criteria in Attachment A: Evaluation and Scoring Criteria to score applications and will grant awards to the highest scored 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.

## G. Award Process (See Attachment A for more detail)

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 ten (10) Progress Reports through the eApp, during the five-year service obligation. The schedule of those reports is based on the contract start date (**May 31, 2024**) as follows:

Deliverable	Date Available*	Due Date	Payment Assoc.
Progress Report One	December 1, 2024	December 31, 2024	No
Progress Report Two	June 1, 2025	June 30, 2025	Yes

Progress Report Three	December 1, 2025	December 31, 2025	No
Progress Report Four	June 1, 2026	June 30, 2026	Yes
Progress Report Five	December 1, 2026	December 31, 2026	No
Progress Report Six	June 1, 2027	June 30, 2027	Yes
Progress Report Seven	December 1, 2027	December 31, 2027	No
Progress Report Eight	June 1, 2028	June 30, 2028	Yes
Progress Report Nine	December 1, 2028	December 31, 2028	No
Progress Report Ten	June 1, 2029	June 30, 2029	Yes

*\*Availability dates are approximate.*

### I. Required Grant Documentation

- Contact Program Officer via email to receive an Employment Verification Form (EVF) to complete **anytime** there is a change in practice site.
- Contact Program Officer via email to request and submit a Payee Data Record form (STD204) **anytime** there is a change in Grantee's 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. Work performed, and payments before the grant agreement start date, will not count towards the requirements for the grant agreement.
2. Grantee may terminate the Agreement, no later than 45 days before the end of the fiscal year in which HCAI entered into the agreement. To request a termination, Grantee must:
  - a. Submit a written request via email.
  - b. Repay all amounts paid to the Grantee pursuant to this Agreement. The Grantee shall make all repayments before the end of the fiscal year in which the Grantee received payment from HCAI.
3. 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 Provisions and Reporting Requirements, for detailed information.
4. 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 legal or 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	December 1, 2023	3:00 p.m.
Application Submission Deadline	January 12, 2024	3:00 p.m.
Anticipated Award Notice Date	March 2024	N/A
Proposed Grant Agreement Start Date	May 31, 2024	N/A

**M. Contact Us**

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



## Section II: Provider 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. Using a Windows-based PC/laptop is recommended. We do NOT recommend accessing eApp, via smartphones, tablets, and/or iOS-based devices.

#### 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 (from [no-reply@hcai.ca.gov](mailto:no-reply@hcai.ca.gov)) with an account activation link. Click the link in the email to return to the eApp and complete your user Profile. After your user Profile is complete, navigate to the “Apply Here” tab to begin your application.

#### 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 L: 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.

#### 4. DSHPLRP Application Components

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

The DSHPLRP application has eight sections to complete:

1. General Information
2. Contact Information (**one unique contact required**)
3. Professional Information
4. Medical Training
5. Employment Verification
6. Educational Debt
7. 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.**
8. Application Certification

**Attachment A: Evaluation and Scoring Criteria**

Core Categories	Guidelines	Points
<b>Provision of Psychiatric Services</b>	<p>Are you providing in-person/on-site psychiatric services or serving in a telepsychiatry capacity?</p> <p><b>35 points:</b> Providing psychiatric services in-person and on-site.  <b>10 points:</b> Serving in a telepsychiatry capacity.</p>	<b>35 points max</b>
<b>Geographic Location</b>	<p><b>30 points:</b> Working for DSH-Atascadero or DSH-Coalinga.  <b>20 points:</b> Working for DSH-Napa or DSH-Patton  <b>10 points:</b> Working for DSH-Metropolitan</p>	<b>30 points max</b>
<b>Languages Spoken</b>	<p><b>Up to 30 points:</b> Speaks one or more listed languages fluently/well enough to be able to provide direct care services to clients.  <b>0 points:</b> Does not speak any of the listed languages.</p> <p><b>10 points:</b> For each listed Medi-Cal threshold language spoken that matches the language based on the county's (where services are provided) need, according to the Department of Healthcare Service's <a href="#">list(s)</a>.  <b>5 points for each:</b> Indigenous/Tribal Language and/or Sign Language (up to 10 points).</p> <p>Total combined points cannot exceed 30.</p>	<b>30 points max</b>
<b>Extra Points</b>	<p><b>5 points:</b> Psychiatrist is board-certified (American Board of Psychiatry and Neurology or National Board of Physicians and Surgeons).  <b>5 points:</b> Psychiatrist has completed a forensic fellowship and/or is board certified in forensic psychiatry.  <b>5 points:</b> Physician has completed a fellowship in Addiction Psychiatry or Geriatric Psychiatry, and/or is board certified in Addiction Psychiatry or Geriatric Psychiatry.</p>	<b>15 points max</b>
<b>Total Points</b>		<b>110 points max</b>

## Attachment B: Sample Grant Agreement

GRANT AGREEMENT BETWEEN THE  
DEPARTMENT OF HEALTH CARE ACCESS AND INFORMATION  
AND  
**[GRANTEE NAME], [DISCIPLINE/SPECIALTY]**  
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, the Department of State Hospitals Psychiatry Loan Repayment Program (hereinafter “DSHPLRP”) provides support to healthcare professionals in the repayment of educational loans.

WHEREAS, Grantee applied to participate in the Department of State Hospitals Psychiatry Loan Repayment Program, by submitting an electronic application in response to the Department of State Hospitals Psychiatry Loan Repayment Program Application.

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

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

### A. Definitions

1. “Approved Practice Site” and/or “Practice Site” means any of the five state hospitals overseen by the Department of State Hospitals, which includes, DSH-Atascadero, DSH-Coalinga, DSH-Metropolitan, DSH-Napa, and DSH-Patton.
2. “Deputy Director” means the Deputy Director of the Office of Health Workforce Development (OHWD) or their designee.
3. “Full-Time Service” is defined as a minimum of 40 hours per week with at least 32 of the 40 hours per week, providing psychiatric services.

4. "Grant Agreement/Grant Number" means this Agreement, Grant Number [**Grant Agreement Number**], between HCAI and Grantee.
5. "Grantee" means an applicant who was selected by HCAI to receive grant funds.
6. "Grant Funds" means the money provided by HCAI to Grantee per this Agreement under the DSHPLRP for loan repayment assistance.
7. "Program" means the Department of State Hospitals Psychiatry Loan Repayment Program (DSHPLRP).
8. "Program Application" means the grant application electronically submitted by the Grantee and approved by HCAI.
9. "Program Manager" means the HCAI manager responsible for the program.
10. "Progress Report" means a report completed by the grantee and signed by their employer, certifying the grantee is meeting their contractual obligation to provide a minimum of 32 hours of psychiatric services per week at an approved practice site. Progress reports are due every six (6) months.
11. "Program Representative" (hereinafter "Program Officer") means the HCAI analyst that administers and oversees the loan repayment program and shall be the primary contact for the grantee during their service obligation.
12. "State" means the State of California and includes all its Departments, Agencies, Committees and Commissions.

## **B. Terms of the Agreement**

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

## **C. Scope of Work**

Grantee agrees to the following Scope of Work. In the event of a conflict between the provisions of this section and the Grantee's Program Application, the provisions of this Scope of Work Section shall prevail:

The Grantee shall:

1. For the period of [**Contract Start Date**] through [**Contract End Date**] provide full-time psychiatric services, including practicing at least 60 months at a DSH state hospital as a(n) [**Discipline**].

- a. Grantee may take up to thirty-five (35) weeks during the Term of this Agreement from their Approved Practice Site for any leave of absence approved by their practice site, except otherwise required in order to comply with applicable federal and state laws, without affecting their service obligation.
  - b. Should Grantee take more than thirty-five (35) 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 thirty-five (35) weeks.
2. Apply all Grant Funds received to the qualifying educational loan(s) provided by the lending institution(s) listed on the Program Application. Grantee must pay all received Grant Funds towards the qualifying educational loans during the term of this Agreement. Work performed, and payments made before the Grant Agreement start date, will not count towards the requirements for the Grant Agreement. Failure to adhere to this provision is a material breach of this Agreement and will result in penalties as described below.
  3. Pay to the lending institution(s) listed in the approved Program Application any interest that accrues during the term of this Agreement.
  4. Notify HCAI, in writing, of any changes to name, mailing address, phone number, and e-mail address within 30 days of the changes.
  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 an Approved Practice Site. Grantees shall contact their Program Officer (identified under Section K: HCAI and Grantee Contact Information) to verify eligibility of a potential new employer before switching places of employment.
  6. Submit all requested information and documents during the duration of the term of this Agreement [**Contract Start Date**] through [**Contract End Date**]. HCAI may request information to include, but not limited to, Employment Verification Form (EVF), and Progress Reports. The schedule for Progress Reports is as follows:
    - a. [**Deliverable Name/Title**] [**Payment Suffix**] will be available on [**Service Period (End Date)**], and due [**Deliverable Due Date**]
    - b. [**Deliverable Name/Title**] [**Payment Suffix**] will be available on [**Service Period (End Date)**], and due [**Deliverable Due Date**]

- c. **[Deliverable Name/Title] [Payment Suffix]** will be available on **[Service Period (End Date)]**, and due **[Deliverable Due Date]**
- d. **[Deliverable Name/Title] [Payment Suffix]** will be available on **[Service Period (End Date)]**, and due **[Deliverable Due Date]**
- e. **[Deliverable Name/Title] [Payment Suffix]** will be available on **[Service Period (End Date)]**, and due **[Deliverable Due Date]**
- f. **[Deliverable Name/Title] [Payment Suffix]** will be available on **[Service Period (End Date)]**, and due **[Deliverable Due Date]**
- g. **[Deliverable Name/Title] [Payment Suffix]** will be available on **[Service Period (End Date)]**, and due **[Deliverable Due Date]**
- h. **[Deliverable Name/Title] [Payment Suffix]** will be available on **[Service Period (End Date)]**, and due **[Deliverable Due Date]**
- i. **[Deliverable Name/Title] [Payment Suffix]** will be available on **[Service Period (End Date)]**, and due **[Deliverable Due Date]**
- j. **[Deliverable Name/Title] [Payment Suffix]** will be available on **[Service Period (End Date)]**, and due **[Deliverable Due Date]**

***\*Availability dates are approximate.***

- 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 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. The "Public Service Loan Forgiveness (PSLF) Program" is not considered a service obligation.

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

- 1. HCAI shall make **five (5) Annual** payments of Grant Funds within the Service Term, from **[Contract Start Date]** to **[Contract 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 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 required to be submitted within the Agreement term, if needed. Nothing in this Agreement relieves the Grantee of the primary responsibility to repay the educational debts listed in the approved program application. Grantee shall be issued payment pursuant to HCAI receiving completed progress reports. Grantee will receive an automated email from no-reply@hcai.ca.gov when their progress report is available to download and submit in the Funding e-App portal. Progress reports will be available to download approximately one month prior to the due date.
4. The total obligation of HCAI under this Agreement shall be **[\$[Award Amount]** to the Grantee and shall be payable as follows:
  - a. **[\$[Payment #1]** after grantee has completed one (1) year of service obligation in compliance with this Agreement which begins on **[Contract Start Date]**; and is to be completed on **[Contract End Date]**.
  - b. **[\$[Payment #2]** after grantee has completed two (2) consecutive years of service obligation in compliance with this Agreement, which is **[Deliverable Due Date #4]**.
  - c. **[\$[Payment #3]** after grantee has completed three (3) consecutive years of service obligation in compliance with this Agreement, which is **[Deliverable Due Date #6]**.
  - d. **[\$[Payment #4]** after grantee has completed four (4) consecutive years of service obligation in compliance with this Agreement, which is **[Deliverable Due Date #8]**.
  - e. **[\$[Payment #5]** after grantee has completed five (5) consecutive years of service obligation in compliance with this Agreement, which is **[Deliverable Due Date #10]**.
5. 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 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. HCAI does not withhold taxes from payments to Grantees. HCAI will not issue an IRS 1099 form for this Agreement.

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), or 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).”

#### **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 void. 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 Agreement amendment to Grantee to reflect the reduced amount.

#### **G. Breach**

HCAI reserves the right to recover the following amounts for Grantee's failure to perform the obligations set forth in this Agreement:

1. For failure to start or complete Grantee's service obligation, HCAI shall recover all of the following:
  - a. The total amounts paid by HCAI to, or on behalf of, the Grantee for loan repayments for any period of obligated service not served; and
  - b. An amount equal to the number of months of obligated service not completed by the Grantee multiplied by \$1,500.00.
2. Any amount HCAI is entitled to recover from the Grantee for breach of this Agreement shall be paid within one year of the date HCAI determines that the Grantee is in breach of this Agreement.
3. Per Government Code 16580-16586, HCAI has statutory authority to collect on any outstanding debts. HCAI may attempt to collect from the Franchise Tax Board or any Medi-Cal offsets. HCAI may contact the Employment Development



Department, the Board of Equalization and/or a collection agency in an effort to obtain repayment of the funds owed.

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.***

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**[Grantee's Full Name]**

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**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. HCAI may waive or suspend the Grantee's Service Obligation or payment obligation incurred under this Agreement if the Grantee is permanently incapacitated by illness or injury, which prevents Grantee from practicing his/her profession, or prevents Grantee from obtaining any other gainful employment. HCAI reserves the right to request medical or disability documentation as deemed necessary in order to complete the waiver or suspension request. Grantee must submit a written request to HCAI for waiver of suspension of Grantee's service obligations. A suspension of Grantee's obligation may be granted up to one year if Grantee's compliance is temporarily impossible or an extreme hardship. Additional time taken will extend the Service Term end date. (Note: A waiver permanently relieves the Grantee of all or part of the Service Obligation, however, waivers are not routinely granted and required a showing of compelling circumstances).
3. HCAI may provide for the partial or total waiver or suspension of any obligations of service or payment by Grantee whenever compliance by the individual is impossible or would involve extreme hardship to the individual and if enforcement of such obligation with respect to any individual would be unconscionable.
4. Leave of absence for medical or personal reasons may be granted up to six months if the Grantee provides independent medical documentation of physical or mental health disability or personal circumstances, including terminal illness of an immediate family member, which results in the Grantee's temporary inability to perform their service obligation. Grantee must submit a written request to HCAI which must be approved at least 30 calendar days prior beginning any

leave of absence. Periods of approved leave of absence of service will revise the Service Term end date after a Grant Agreement amendment.

5. If the Grantee plans to be away from his/her approved practice site(s) for paternity/maternity/adoption leave, the Grantee is required to inform HCAI at least 60 calendar days before taking the leave. HCAI allows Grantees to be away from their approved practice site(s) within the timeframes established by either the Family Medical Leave Act (up to 12 weeks), or other federal and state law; however, the Grantee must adhere to the leave policies of his/her approved practice site.
6. Call to Active Duty in the Armed Forces, leave of absence, or suspension of service may be granted to Grantees who are military reservists and are called to active duty; Grantees may be granted from six months to one year, beginning on the activation date described in the reservist's call to active-duty order. In addition to the written request for suspension, a copy of the Order to active duty must be submitted to HCAI. The period of active duty will not be credited toward the service obligation. Periods of approved leave of absence of service will extend the Grantee's Agreement end date.
7. HCAI shall terminate the Agreement, no later than 45 days before the end of the state fiscal year in which the Agreement was entered into, if the Grantee:
  - a. Submits a written request for such termination; and
  - b. Repays all amounts paid to Grantee pursuant to this Agreement. Any repayments for a year of obligated service shall be made no later than the end of the fiscal year in which the Grantee completes such year of service.

#### **I. Change of Practice Location**

1. Grantee may request that HCAI permit him or her to change the practice location from one approved practice site to another. The request must be in writing and must be received and approved by HCAI, a minimum of 30 calendar days prior to the desired change. If the proposed transfer practice site is disapproved and the Grantee refuses assignment to another approved practice site, the Grantee may be placed in breach.
2. Grantees that voluntarily resign from their approved practice site(s) without prior approval from HCAI or are terminated by their approved practice site(s) for cause may be placed in breach. Grantee must notify HCAI in writing of immediate termination.
3. If Grantee becomes unemployed or is informed by his/her practice site of a termination date, Grantee must notify HCAI immediately in writing. The Agreement may be extended for the length of time the Grantee is without a

practice site, so long as the period without a practice site does not exceed six months and so long as the employment is not a result of termination for cause. If additional time is needed, and the period without a practice site is not a result of termination for cause, Grantee may notify HCAI in writing, requesting additional time. HCAI will inform the Grantee of their decision in writing.

#### **J. Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom 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.

#### **K. General Terms and Conditions**

1. **Timeliness:** Time is of the essence in this Agreement. Grantee will submit 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 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 Grantee’s application, exhibits, and forms, the provisions of this Agreement shall prevail.
3. **Cumulative Remedies:** A failure to exercise or a delay in exercising, on the part of HCAI, any right, remedy, power or privilege hereunder shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers, and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers, and privileges provided by law.
4. **Ownership and Public Records Act:** All reports and the supporting documentation and data collected during the funding period which are embodied in those reports, shall become the property of the State and subject to the California Public Records Act (Gov. Code §§ 6250 et seq.).

5. Independence from the State: The Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
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 dispute informally with the HCAI Program Manager. If unresolved, the dispute shall be presented, in writing, to the Deputy Director, stating the issues in dispute, the basis for Grantee's position, and the remedy sought. Grantee shall include copies of any documentary evidence and describe any other evidence that supports their position with their submission to the Deputy Director.
  - b. Within ten working days after receipt of the written grievance from the Grantee, the Deputy Director or their designee shall make a determination and respond in writing to the Grantee indicating the decision and reasons for it.
  - c. Within ten working days of receipt of the Deputy Director's decision, Grantee may appeal to the HCAI Chief Deputy Director stating why the Grantee does not agree with the Deputy Director's decision. The Chief Deputy Director or

- designee (who shall not be the Deputy Director of their Designee) shall meet with Grantee within 20 working days of receipt of Grantee's appeal. During this meeting, Grantee and HCAI may present evidence in support of their positions.
- d. Within ten working days after meeting with Grantee, the HCAI Chief Deputy Director or their designee shall respond in writing to the Grantee with their decision. The Chief Deputy Director's decision will be final.
12. Termination for Cause: In addition to the Breach provisions above, 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 provided to Grantee as of the date of termination.
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: If 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

**L. 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: <b>[Name of Program]</b>
Section/Unit: Office of Health Workforce Development	Grantee's First Name, Last Name: <b>[Grantee's Full Name]</b>
Program Officer Name: <b>[Program Officer Full Name]</b>	Address: <b>[Address 1]</b>
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Phone Number 1: <b>[Phone 1]</b>
Phone: <b>[Program Officer Main Phone]</b>	Phone Number 2: <b>[Phone 2]</b>
Email: <b>[Program Officer Primary Email]</b>	Email: <b>[Email Address]</b>

**M. 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:*

\_\_\_\_\_

\_\_\_\_\_

**Date**