



## **Wellness Coach Scholarship Program (WCSP)**

### **Grant Guide For Fiscal Year 2024-25**

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

Table of Contents.....	2
<b>Section I: WCSP Grant Information Background and Mission .....</b>	<b>3</b>
Eligibility Requirements .....	3
Eligible Degree Programs .....	4
Eligible Settings for a Service Obligation .....	4
Eligible Cost of Attendance.....	5
Award Amount .....	5
Service Obligation .....	6
Initiating an Application .....	6
Worksite Absences.....	7
Communication Requirements .....	7
Evaluation and Scoring Procedures.....	8
Award Process.....	8
Grant Agreement Deliverables.....	8
Required Grant Documentation.....	9
Post Award and Payment Provisions.....	9
Key Dates .....	10
Grant Questions and Answers.....	10
Contact Us.....	10
<b>Section II: eApp Technical Assistance Guide Accessing the Application System.....</b>	<b>11</b>
Registration and Login.....	11
WCSP Application Components.....	11
<b>Attachment B: Sample Grant Agreement .....</b>	<b>15</b>
A. Definitions .....	15
B. Terms of the Agreement.....	16
C. Scope of Work.....	16
D. Payment Provisions and Reporting Requirements.....	18
E. Tax Implications on Awards .....	19
F. Budget Contingency Clause .....	19
G. Breach.....	19
H. Provisions for Suspension, Waiver, Cancellation or Voluntary Termination of Service.....	21
I. Executive Order N-6-22 – Russia Sanctions .....	22
J. General Terms and Conditions.....	22
K. HCAI and Grantee Contact Information .....	24

## Section I: Wellness Coach Scholarship Program (WCSP) Grant Information

### Background and Mission

The Department of Health Care Access and Information (HCAI) administers health workforce programs. These workforce programs build a health workforce that serves a diverse California.

The Wellness Coach Scholarship Program's goal is to educate and train students to serve as Certified Wellness Coaches (CWC) in California. WCSP provides scholarships to students in associate or bachelor's degree programs that qualify them for Wellness Coach Certification through the education pathway in exchange for a 12-month service obligation providing CWC services in California. Eligible applicants may receive up to **\$35,000**. The purpose of this program is to increase the number of CWCs providing direct services in California.

The Wellness Coach profession is a new, certified position to increase our state's overall capacity to support the growing behavioral health needs of our youth. It is designed to help build a larger and more diverse and representative behavioral health workforce in California that has the training and supervision needed to engage directly with young people where they live, study and work.

Wellness Coaches will offer non-clinical services that support children and youth behavioral health and well-being. Services include wellness promotion and education, screening, care coordination, individual and group support, and crisis referral. The model will supplement and support existing behavioral health roles, fill gaps in the current behavioral health workforce, and create a larger and more diverse workforce with whom youth can connect.

### Eligibility Requirements

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

- Start education program by January 31, 2025.
  - Must graduate on or after April 1, 2025.
  - Be enrolled in a minimum of six-semester units, or its equivalent, until program completion.
  - Be enrolled in a degree program that would qualify the applicant for Wellness Coach Certification through the education pathway.
  - Have a GPA of 2.0 or greater for most recent academic performance or equivalent.
  - Maintain a GPA of 2.0 or greater, until program completion.
  - Do not have any other service obligations outside of WCSP.
  - Not be in breach of any other HCAI service obligation.
  - Commit to providing a 12-month service obligation working as a Certified Wellness Coach.
    - For purposes of this program, employment for an academic year in a school setting is equivalent to 12 months.
-

- Associate-level graduates can be granted a deferral of up to 30 months if they are planning to attend a bachelor's level program that would lead to a Certified Wellness Coach II certification.
- Be physically present (live in) in California while attending courses.
- Attend an educational institution within the state of California (online and/or in-person).
- Complete and submit the application through the [HCAI Funding Portal](#) by the deadline.

### **Eligible Degree Programs**

WCSP applicants must be accepted or enrolled in an accredited academic program that prepares them to become a Certified Wellness Coach I or Certified Wellness Coach II. Eligible degree programs are associate and bachelor's programs in the fields of:

#### **Addiction Studies**, including:

- Addiction Disorder Studies
- Addiction Disorder Counseling
- Addiction Counseling
- Alcohol & Drug Studies
- Chemical Dependency & Counseling
- Drug & Alcohol Paraprofessional
- Substance Abuse

#### **Human Services**, including:

- Mental Health Worker
- Human Services: Alcohol & Drug Studies
- Human Services Paraprofessional
- Community Social Services
- Community Studies
- Collaborative Health and Human Services
- Human Development

#### **Social Work**, including

- Social Work & Human Services
- Social Work, Human Services, & Counseling

### **Eligible Settings for a Service Obligation**

Grantees must fulfill their service obligations as a Certified Wellness Coach in settings that support the behavioral health needs of children and youth aged 0-25. Potential settings could include:

- Child Welfare and Foster Family Agencies
  - Community-Based Behavioral Health Organization (501(c)(3))
-

- Community-Based Health Organization (501(c)(3))
- Correctional Facility
- County-Operated Health Facility
- County-Operated Behavioral Health Clinic or Program
- Emergency Departments
- Federally Qualified Health Center (FQHC)
- FQHC Look-Alike
- Home-Based and Home-Visiting Services
- Homeless Service Providers
- Hospitals
- Native American Health Center
- Non-profit behavioral health settings
- Local Education Agency (public K-12 school setting)
- County Office of Education
- California public or private non-profit college or university
- Public or private non-profit childcare organizations
- Residential Treatment Centers
- Rural healthcare centers
- Substance use disorder services program and/or facility.
- Tribal communities
- Veteran's services programs

### **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 attend your program for one year. The COA may include the following expenses:

- College tuition and fees
- On-campus room and board or for off-campus housing and food.
- 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.

Applicants are required to submit COA documentation using the form provided in the online application, for you to download and complete. Please include your estimate of all qualified costs as listed above.

### **Award Amounts and Available Funding Available Funding**

Up to \$50 million is available to support students enrolled in eligible degree programs. In the event there is additional state funding available, HCAI has the discretion to make additional awards.

#### **Award Amount**

---

The maximum award amount for the Wellness Coach Scholarship Program (WCSP) is **\$35,000**. 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 actual cost of attendance for one year of the program.

A Grantee may apply each year for an additional award. For each award, the Grantee will be required to serve an additional one-year service obligation. To remain eligible in subsequent years, the individual must still be enrolled in an accredited academic program that prepares them to become a Certified Wellness Coach I or Certified Wellness Coach II and meet all other WCSP eligibility requirements.

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

Applicants may apply for more than one HCAI scholarship or loan repayment program at a time. However, successful applicants will receive only one award per year.

### **Service Obligation**

Grantees must, within 12 months of graduation from an accredited college from a qualified program, provide full-time service for a term of at least 12 months at a qualified worksite. Service obligations for grantee's who receive multiple awards are served in succession.

Associate level graduates can be granted a deferral of up to 30 months if they are planning to attend a bachelor's level program that would lead to a Certified Wellness Coach II certification. Upon completion of this degree, the grantee will be responsible for serving their service obligation.

### **Initiating an Application**

The applicant is responsible for providing all necessary information and ensuring that the information contained in the application is complete and accurate.

Applicants must register and submit all applications (including all required forms, documents, and/or attachments) through the web-based application:  
<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. Please see the WCSP Technical Assistance Guide that will be posted on the website to assist with the application process.

---

Individuals may only receive one HCAI award with a service obligation at any given time. If the applicant accepts an award from the Wellness Coach Scholarship Program, they may not also receive an award with a service obligation from another HCAI or HCAI-funded program. This includes, but is not limited to, HCAI loan repayment programs and the Behavioral Health Scholarship Program. Applicants for multiple programs will also be required to prioritize among applications for BHSP and/or WCSP programs.

“Direct Services” means the provision of face-to-face and telehealth-based prevention and early intervention behavioral health services directly to children and youth through age 25.

“First-line supervision” is defined as supervising agency employees who are enrolled in an organized training and/or education program who provide prevention and early intervention behavioral health services.

If awarded, an individual can contract for only one service obligation per award.

### **Worksite Absences**

Grantees can take up to four weeks per calendar year away from their WCSP approved practice site for any leave of absence approved by their worksite, or otherwise as required to comply with applicable federal and state laws. HCAI will execute a contract amendment to extend the grantee’s obligation end date for each day of absence over the allowable four weeks.

### **Communication Requirements**

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

#### **15 Calendar Days if you:**

- Have any change in full-time or part-time status, including but not limited to, a decrease in the number of hours providing direct services (falling below 30 hours for full time work and 15 hours for part time work), termination, resignation, or leave of absence in excess of the time permitted outlined under Section I: Worksite Absences.
-

### **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.
- Have a problem of a personal nature, such as physical or mental disabilities, or terminal illness in the immediate family, which so intrudes on the Grantee's present and future ability to perform, and which raises a presumption that the individual will be unable to fulfill the obligation incurred. HCAI may request a doctor/health care provider note for verification.

### **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. 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 review 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.

## **Award Process**

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

## **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.

---

## Required Grant Documentation

- Once available, the grantee may access the Graduation Date Verification (GDV) form on the eApp portal within 30 days after graduating from program.
- Once available, the grantee may access the Employment Verification (EVF) form on the eApp portal within 60 days after graduating and **anytime** there is a change in practice site.
- Request and submit Payee Data Record form (STD204) anytime there is a change in your name and/or residential address.

## Post Award and Payment Provisions

1. HCAI expects the Grantee will begin performance of the grant agreement on the start date listed on the grant documents.
2. The State Controller's Office mails a paper check directly to the Grantee's address on file. **Note: Please ensure HCAI has your most recent residential address on file to avoid delay in payment.** See Attachment B: Sample Grant Agreement, Section D: Payment Provisions and Reporting Requirements for detailed information.
3. HCAI cannot provide tax advice to Grantees. HCAI are not tax professionals and tax consequences may vary depending on the Grantee. For this reason, Grantees should seek professional tax advice.

## Breach Policy

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

---

## Key Dates

The key dates for the program year are as follows:

Event	Date	Time
Application Available	July 8, 2024	3:00 p.m.
Informational Webinar	July 23, 2024	2:00 p.m.
Application Submission Deadline	August 16, 2024	3:00 p.m.
Anticipated Award Notice Date	October, 2024	N/A
Proposed Grant Agreement Start Date	November 1, 2024	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 [BHPrograms@HCAI.ca.gov](mailto:BHPrograms@HCAI.ca.gov) at any time during the application cycle.

## Contact Us

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

---

## Section II: eApp Technical Assistance Guide Accessing the Application System

HCAI uses the eApp to allow students to submit applications. This Grant Guide contains information you need to complete and submit an application in the eApp. There is also a separate technical assistance guide available on the HCAI website at [\[LINK\]](#)

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

### Registration and Login

All applicants must register in the eApp system before beginning an application. To register as a new user, click the “Create Account” button on the home page and follow the instructions.

After submitting your email address and creating a password, you will receive an email with an account activation link. Click the link in the email to return to the eApp and complete your user account.

### Submitting an Application

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

### WCSP Application Components

A submitted application must contain all required information and conform to the Grant Guide format. The WCSP 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 will 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 WCSP staff [BHPrograms@HCAI.ca.gov](mailto:BHPrograms@HCAI.ca.gov).

---

## **Attachment A: Evaluation and Scoring Criteria Grantee 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. HCAI also intends for the WCSP program to support a geographic distribution in California.

Additional preference may be given to an applicant from a geographic region which is not represented by the highest scored applications.

Priority consideration will be given to applicants who:

- Are economically disadvantaged.
  - Have volunteered or worked with the underserved.
  - Have experienced homelessness and/or involvement in child welfare/ foster youth.
  - Are a first-generation college student.
  - Speak one or more languages other than English.
  - Attend a public college or university.
-

**Scoring Criteria for Wellness Coach Scholarship Program (WCSP)**

<b>SCORING CRITERIA</b>		
<b>Core Categories</b>	<b>Guideline</b>	<b>Max Points Possible</b>
<b>Economically Disadvantaged</b>	Have you ever received an income-based financial aid award at any college or university where enrolled? <b>12 points:</b> Yes <b>0 points:</b> No	<b>12</b>
<b>Experience Underserved Areas/Groups</b>	Have you volunteered or worked in an underserved area or with underserved groups in the United States or overseas? <b>4 points:</b> Yes <b>0 points:</b> No	<b>4</b>
<b>Experience with Homelessness</b>	Are you a current or former homeless youth? <b>10 points:</b> Yes <b>0 points:</b> No	<b>10</b>
<b>Experience with Foster/Child Welfare</b>	Are you a current or former foster youth? <b>10 points:</b> Yes <b>0 points:</b> No	<b>10</b>
<b>First-Generation College Student</b>	Are you a first-generation college student? <b>6 points:</b> Yes <b>0 points:</b> No	<b>6</b>
<b>Languages Spoken</b>	Do you speak one or more listed languages fluently/well enough to be able to provide direct services to clients? <b>5 points</b> for each of the listed languages spoken	<b>30</b>
<b>Academic Setting</b>	Will you be attending one of the following during the Fall 2024 term: <ul style="list-style-type: none"> <li>• California Community College</li> <li>• California State University</li> <li>• University of California</li> </ul> <b>3 points:</b> Yes <b>0 points:</b> No	<b>3</b>
<b>Total Points</b>		<b>75</b>

## 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 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 Office of Health Workforce Development (OHWD) or their 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 Services" means the provision of face-to-face and telehealth-based prevention and early intervention behavioral health services to children and youth through age 25.
11. "Full-Time Service" is defined as a minimum of 30 hours per week.
12. "Qualified Setting" as listed on page 4 of the grant guide.

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

This Agreement shall take effect on **[Agreement Start Date]** and shall end 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. Take not more than four weeks of leave in a calendar year from their approved worksite for any leave of absence approved by their worksite, unless required by federal and state laws, without affecting their service obligation.

- b. Obtain approval from HCAI for more than four weeks of leave and 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 60 days following graduation:
  - a. Submit any request to defer, for 30 months, service obligations in order for the grantee to attend a bachelor's level degree that would lead to a Certified Wellness Coach II certification.
4. Within a twelve-month (12) period following graduation from the educational program listed on the approved Program Application:
  - a. Provide a copy of the Wellness Coach certification, including the certification number issued by the HCAI Wellness Coach Certification Program.
  - b. Begin full-time in a position that requires a Wellness Coach Certification and serves children and youth aged 0-25 (not less than 30 hours of organizing and delivering direct services and performing related administrative) in a qualified setting in California for a period of not less than 12 months working. Ten months of services provided in a school or school-based/school-linked setting shall be considered equivalent to 12 months of service.
  - c. Begin part-time in a position that requires a Wellness Coach Certification and serves children and youth aged 0-25 (up to 15 hours per week of organizing and delivering direct services and performing related administrative work) in a qualified setting in California for a period of not less than 24 months. Twenty months of services provided in a school or school-based/school-linked setting shall be considered 24 months of services.
  - d. Provide proof of -employment to HCAI, including the hire date, position, type of setting, hours worked per week, and length of employment. HCAI will provide forms as needed to Grantee.
5. Notify HCAI, in writing, of any changes to name, mailing address, phone number, or email address within 30 days of the change.
6. 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 setting. Grantees shall contact their Program Officer (identified under Section K. HCAI and Grantee

Contact Information) to verify eligibility of a potential new employer setting before changing the place of employment.

7. Submit to HCAI all requested information during the duration of this Agreement, **[Agreement Start Date]** through **[Agreement End Date]**. HCAI may request information including, Scholarship Program Verification Form, Graduation Date Verification Form, Employment Verification Form, and Progress Reports.
8. During fiscal year (FY) 2023-24, not receive any scholarship or stipend funds from HCAI or one of its grantees, including a university.
9. Not contract with another entity to practice professionally for a period during the term of this Agreement for financial benefit, including tuition reimbursement, scholarships, loans, or loan repayment. Grantee shall be ineligible to receive a loan repayment under this Agreement until the conflicting obligation with any entity has been fulfilled.
10. Apply all Grant Funds to the qualifying educational expense(s) due to the cost of attendance listed on the approved Program Application, 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 payment** of Grant Funds within the 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 pursuant to Government Code, Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 et seq.
3. HCAI will monitor the service obligation via the annual submission of Reports by the Grantee. HCAI reserves the right to increase or decrease the number of Reports required to be submitted within the Agreement term.
4. Grantee shall 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]** and shall be payable as follows: **[\$PAYMENT]** once this Grant Agreement is executed on **[Grant Agreement Start Date]**.

6. Payments are conditioned upon HCAI's receipt of documents as required by HCAI. The initial payment may take up to 90 days, excluding weekends and State holidays. Payments under this Agreement are issued independent of any loan payment due date and may be made at any time within the term of this Agreement.
7. Grantees are required to collect and provide HCAI/OHWD with any requested data and/or information, using metrics and instruments developed by HCAI/OHWD, that may include, but is not limited to, the following:
  - a. Program characteristics, activities, and outcomes.
  - b. Participant characteristics (including race, ethnicity, sexual orientation, gender identity, and languages spoken), activities, and outcomes.
  - c. Participant educational, professional, and employment information.

#### **E. Tax Implications on Awards**

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. Parties agree 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 to Grantee or to furnish any other consideration 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 the Grantee.
2. Grantee's failure to complete their Service Obligation is a material breach of this Agreement. HCAI shall recover the following penalty for the Grantee's failure to

complete their Service Obligation unless the 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.
3. Breach shall occur if the Grantee's fails to provide all the following:
- a. A copy of Wellness Coach certification, including the certification number issued by the HCAI Wellness Coach Certification Program.
  - b. Graduate Date Verification Form
  - c. Employment Verification Form

HCAI shall recover the entire amount paid by HCAI to, or on behalf of, the Grantee.

4. Any breach penalty 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.
5. Grantee shall 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 up to 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. When determining if to waive, suspend, reduce, or delay any or all of the service or payment obligations of a Grantee due to an undue hardship and being against equity and good conscience, HCAI may consider the following:
  - a. The Grantee's present financial resources and obligations.
  - b. The Grantee's estimated future financial resources and obligations.
  - 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. HCAI may request a provider note for verification.
6. Grantee shall provide documentation to substantiate any request made under this section.

## **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 all prior oral or written agreements or discussions. Any 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 shall not operate as a waiver thereof; nor shall any single or partial exercise by HCAI of any right, remedy, power or privilege preclude any other or further exercise any other right, remedy, power or privilege. The rights, remedies, powers, and privileges 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 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 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. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

13. 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 <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>

**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**