



**California
State Loan Repayment Program (SLRP)**

**Grant Guide
For Fiscal Year 2020-21**

If your program requires approval to contract from a coordinating authority, please inform the authority of the terms and conditions contained in the sample grant agreements. All applicants must agree to the terms and conditions prior to receiving funds. The Office of Statewide Health Planning and Development will not make changes to the terms and conditions specified in this Grant Guide.

Table of Contents

Section I: SLRP Grant Information 4

A. Background and Mission..... 4

B. Eligibility Requirements..... 4

 1. Provider Eligibility Requirements 4

 2. Eligible Disciplines and Specialties 5

 3. Site Eligibility Requirements 5

 4. Qualifying and Non-Qualifying Educational Loans 6

C. Funding Priorities..... 6

D. Award Amounts and Available Funding 7

 1. Available Funding 7

 2. Award Amounts..... 7

E. Initiating an Application 7

F. Service Obligation 8

 1. Requirement for Full-Time or Half-Time Clinical Practice 8

 2. Switching to Full-Time or Half-Time Status 9

 3. Worksite Absences 9

 4. Communication Requirements 9

G. Evaluation and Scoring Procedures 10

H. Award Process..... 10

I. Grant Agreement Deliverables 10

J. Post Award and Payment Provisions..... 11

K. Breach Policy 11

L. Extension Applicants 11

M. Key Dates..... 12

N. Contact Us..... 12

Section II: Provider eApp Technical Guide 13

A. Provider eApp Technical Guide 13

 1. Accessing the Application System 13

 2. Registration and Login 13

 3. Submitting an Application..... 13

4. SLRP Application Components	13
Section III: Site Administrator eApp Technical Guide.....	15
A. Site Administrator eApp Technical Guide	15
1. Accessing the Practice Site Profile System	15
2. Registration and Login	15
3. SLRP Practice Site Profile Components	15
Attachment A: Evaluation and Scoring Criteria.....	16
Attachment B: Sample Grant Agreement.....	19
Attachment C: Sample Memorandum of Understanding	35

Section I: SLRP Grant Information

A. Background and Mission

Pursuant to the U.S. Public Health Services Act Title III, Section 338 (A)-(I) (42 U.S.C. Section 254q-1(a)-(i)), the Office of Statewide Health Planning and Development (OSHPD) will consider applications to provide for the increased availability of primary healthcare services in health professional shortage areas.

OSHPD works to increase and diversify California's healthcare workforce through the Healthcare Workforce Development Division (HWDD). The State Loan Repayment Program (SLRP) provides loan repayment assistance to healthcare professionals who provide healthcare services in federally designated California Health Professional Shortage Areas (HPSA).

B. Eligibility Requirements

1. Provider Eligibility Requirements

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

- Be a United States citizen or national (U.S. born or naturalized).
- Possess a valid and unrestricted license to practice your profession in California.
- Be free from judgements arising from federal debt.
- Not have any other existing service obligations with other entities.
- Not be in breach of any other health professional service obligation.
- Be current on any child support payments.
- Be employed at or have accepted employment at a SLRP approved Practice Site.
- Commit to providing a 2-year full-time (40 hours per week) or a 4-year half-time (20 hours per week) service obligation.

2. Eligible Disciplines and Specialties

SLRP participants must possess a valid and unrestricted license to practice in the following disciplines and specialties only:

Discipline	Specialty
Medicine	<ul style="list-style-type: none"> • Family Medicine • General Internal Medicine • General Pediatrics • Gerontology • Obstetrics/Gynecology • Psychiatry
Nurse Practitioner Physician Assistant	<ul style="list-style-type: none"> • Adult • Family • Pediatric • Women's Health • Geriatrics • Mental Health and Psychiatry
Certified Nurse-Midwife	N/A
Pharmacist	N/A
Dentist	<ul style="list-style-type: none"> • General Dentistry • Pediatric Dentistry
Registered Dental Hygienist	N/A
Health Service Psychologist	N/A
Licensed Clinical Social Worker	N/A
Licensed Marriage and Family Therapist	N/A
Licensed Professional Counselor	N/A
Psychiatric Nurse Specialist	N/A

3. Site Eligibility Requirements

Pursuant to Health and Safety Code Section 127940 (d), the SLRP Practice Sites List includes all Federally Qualified Health Centers. To host SLRP providers, a practice site must:

- Be located in a federally designated HPSA.
- Be a public or private not for-profit out-patient facility.
- Match the SLRP award, on a dollar-for-dollar basis, in addition to the provider's salary.
- Pay the provider a prevailing wage.
- Provide services on a free or reduced fee schedule basis to individuals at or below 200% of the federal poverty level.

4. Qualifying and Non-Qualifying Educational Loans

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.

Non-Qualifying Educational Loans

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

- Interest incurred on educational debt
- Loans in default
- Loans repaid in full
- Credit card debt
- Primary Care Loans
- Personal lines of credit
- Residency loans

The applicant must have obtained the eligible education loans in their own name. Eligible educational loans consolidated with loans owed by any other person, such as a spouse, are ineligible for repayment. For loans to remain eligible, applicant/participants must keep their eligible educational loans separate from other debts.

C. Funding Priorities

OSHPD applies the following funding priorities to all eligible and qualified applicants:

1. Previous SLRP recipients who completed their service obligations and continue to have eligible student loans.
2. New SLRP applicants.
3. Distribution of awards across California and disciplines.

D. Award Amounts and Available Funding

1. Available Funding

OSHPD issues this Grant Guide with at least \$2,458,420 of total SLRP funding. Under the program terms, participating practice sites will match the award for each provider for an additional \$2,458,420. This includes \$1 million designated for mental health provider loan repayment.

2. Award Amounts

Federal requirements determine award amounts. For this Grant Guide, the maximum award amounts are:

Obligation Year	Full-Time Status	Half-Time Status
Initial Obligation	\$50,000	\$50,000
Extension Year 1	\$20,000	\$10,000
Extension Year 2	\$20,000	\$10,000
Extension Year 3 and beyond	\$10,000	\$5,000

OSHPD 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.

Grant Questions and Answers

You can find answers to most questions in this Grant Guide. Prospective applicants may submit questions to OSHPD at SLRP@oshpd.ca.gov at any time during the application cycle.

E. 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 through the web-based eApp <https://eapp.oshpd.ca.gov/funding>.

New applicants must first register as a user to access the application materials. Returning applicants must use their email and password to login. Section II: Provider eApp Technical Guide contains information regarding how to register and complete your application.

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

F. Service Obligation

1. Requirement for Full-Time or Half-Time Clinical Practice

Full-Time service:

- **Providers of primary medical health care services, dentists, nurse practitioners, physician assistants, pharmacists, and registered dental hygienists:** Clinician works a minimum of 40 hours per week, for a minimum of 45 weeks per service year. Clinician must work these 40 hours per week with no fewer than four (4) days per week, with no more than 12 hours of work performed in any 24-hour period. Clinician must spend at least 32 hours per week providing direct patient care in an outpatient setting. Clinician may spend no more than eight (8) hours per week in an administrative capacity or on practice-related activities.
- **Providers of obstetrics/gynecology (including family medicine physicians who practice obstetrics on a regular basis and certified nurse midwives), pediatric dentists, geriatric servicers, and mental and behavioral healthcare providers:** Clinician works a minimum of 40 hours per week, for a minimum of 45 weeks per service year. Clinician must spend at least 21 hours per week providing direct patient care in an outpatient setting, at the approved service site(s). Clinician may spend the remaining 19 hours per week performing practice-related activities or providing inpatient care in an approved clinical setting (i.e., hospitals, nursing homes, shelters) as directed by the approved site(s). Clinician may spend no more than eight (8) hours per week in an administrative capacity or on performing practice-related activities.

Half-time service:

- **Providers of primary medical health care services, dentists, nurse practitioners, physician assistants, pharmacists, and registered dental hygienists:** Clinician works a minimum of 20 hours per week, for a minimum of 45 weeks per service year. Clinician may work no more than 12 hours in any 24-hour period. Clinician must spend a minimum of 16 hours providing direct patient care in an outpatient setting. Clinician may spend no more than four (4) hours per week in an administrative capacity or spend performing practice-related activities.

2. Switching to Full-Time or Half-Time Status

Full-time grantees may request to complete their service obligation under half-time status. If OSHPD approves the request to switch to half-time status.

OSHPD will adjust the service obligation end date and allowable leave accordingly. Refer to Attachment B: Sample Grant Agreement Section L. Agreement Continuation for more information.

Half-time grantees may not switch to full-time status while completing their initial service obligation. Half-time grantees may switch to full-time status if they receive an extension award.

3. Worksite Absences

Grantees may have up to 35 workdays per contract service year away from the SLRP approved practice site for vacation, holidays, continuing professional education, illness, or any other reason. OSHPD will extend the Grantee's obligation end date for each day of absence over the allowable 35 workdays. Refer to Attachment B: Sample Grant Agreement Section J. Provisions for Suspension, Waiver, Cancellation or Voluntary Termination of Service for all allowable leave related definitions.

4. Communication Requirements

Grantees must email OSHPD within these specified timeframes for the following reasons:

a. Immediately:

- If you are no longer employed by the approved practice site.

b. 30 calendar days if you:

- Change to your name, mailing address, phone number, email address, or lending institution.
- Will be changing your current practice site for a new practice site.
- Begin a leave of absence for medical or personal reasons.

c. 60 calendar days if you:

- Begin maternity/paternity/adoption leave.
- Are requesting to switch from full-time to half-time status.

G. Evaluation and Scoring Procedures

OSHPD 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, OSHPD will check each application for the presence or absence of required information in conformance with the submission requirements.
2. OSHPD may reject applications that contain false or misleading lender statements.
3. OSHPD will use the evaluation tool in Attachment A: Evaluation and Scoring Criteria to score applications and will grant awards to the highest scored applications. OSHPD intends for this application to support multiple counties in California by providing a distribution of awards throughout the state. OSHPD may give preference to applications seeking to support geographic regions not addressed by other similarly scored applications.

H. Award Process

OSHPD will notify selected applicants after finalizing all award decisions. The award process time can vary depending upon the number of applications received. OSHPD will use DocuSign to send grant documents to awardees and site administrators for review and signatures.

I. Grant Agreement Deliverables

The Provider:

- Shall submit documentation of payments made towards eligible student debt for the SLRP award amount within 30 days of agreement end date.

The Site Administrator:

- Shall submit an Employment Verification Form (EVF) through the eApp, every six months, to verify the provider's hours worked. OSHPD reserves the right to increase or decrease the number of EVFs required during the obligation period.
- Shall submit Site Payment Certifications through the eApp when the site makes a matching payment to the provider.

J. Post Award and Payment Provisions

1. OSHPD expects the Grantee will begin performance of the grant agreement on the start date listed on the grant documents. Work performed, and payments made before the grant agreement start date, will not count towards the requirements for the grant agreement.
2. OSHPD will review EVFs and site eligibility to evaluate Grantee performance to determine whether and to what extent the Grantee met their obligation.
3. Awardees may terminate the Agreement, no later than 45 days before the end of the fiscal year in which OSHPD entered into the agreement. To request a termination, Grantee must:
 - a. Submit a written request via email.
 - b. Repay all amounts paid to 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 OSHPD.
4. OSHPD makes payments directly to the Grantee upon approving submitted EVFs. OSHPD shall make up to two payments to initial Grantees, and one payment to extension Grantees.
5. Practice sites will make payments directly to the Grantee as described in the Memorandum of Understanding.
6. All payments made under the SLRP are tax exempt. OSHPD does not provide tax advice. Grantee should seek advice from an independent tax consultant regarding the financial implication(s) of any financial incentive award.

K. Breach Policy

OSHPD 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 I. Breach in the Grant Agreement for detailed information.

L. Extension Applicants

SLRP's goal is to retain providers at SLRP Practice Sites. A Grantee can apply for a one-year extension following the successful completion of their current SLRP agreement. To remain eligible, the individual must have qualifying educational loans, successfully complete their current SLRP agreement before June 30, 2020,

and meet all other SLRP eligibility requirements. A Grantee can apply for an extension agreement every year they are eligible.

M. Key Dates

The key dates for the program year are as follows:

Event	Date	Time
Application Available (New and Extension)	July 15, 2020	3:00 p.m.
Application Submission Deadline	September 15, 2020	3:00 p.m.
Proposed Grant Agreement Start Date	March 1, 2021	N/A

N. Contact Us

For questions related to SLRP and the eApp, please email SLRP staff at SLRP@oshpd.ca.gov.

Section II: Provider eApp Technical Guide

A. Provider eApp Technical Guide

1. Accessing the Application System

OSHPD uses the eApp to allow healthcare providers 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://eapp.oshpd.ca.gov/funding/>. To ensure proper functionality, use the Internet Explorer browser.

2. Registration and Login

All applicant providers 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.

After registering with and logging into the eApp, you may begin an application by clicking “Apply Here” at the top of the eApp page.

3. Submitting an Application

- By submitting the application, you agree to the grant Terms and Conditions.
- OSHPD will not consider late or incomplete applications. For more detailed information, refer to Section I: M. 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. SLRP Application Components

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

The SLRP application has seven sections for new and extension applicants to fill out:

1. General Information
2. Contact Information
3. Professional Information

4. Employment Information
5. Educational Debt
6. Required Documents
7. Application Certification

Each SLRP application page displays instructions. The “Help” button located next to your username in the upper right corner of your browser window is available for additional assistance or explanation.

Section III: Site Administrator eApp Technical Guide

A. Site Administrator eApp Technical Guide

1. Accessing the Practice Site Profile System

OSHPD uses the eApp to allow site administrators to submit practice site profiles. This Grant Guide contains information you need to complete and submit practice site profiles in the eApp.

To access the eApp, go to <https://eapp.oshpd.ca.gov/funding/>. To ensure proper functionality, use the Internet Explorer browser.

2. Registration and Login

All new site administrators must register in the eApp. To register, email SLRP@oshpd.ca.gov to request an invitation code. OSHPD staff will verify the request and email an invitation code. Click the link in the email to return to the eApp and complete your Site Administrator user account.

If you have an existing site administrator user profile, click “Sign In” and sign into your account using your email address.

After completing your site administrator user profile and logging in, click the button in the upper right-hand corner displaying your name to open the Profile menu. Select “Practice Sites/Entity” from the Profile menu to login.

3. SLRP Practice Site Profile Components

The SLRP Practice Site Profile has three sections:

- a. General Information
- b. Contact Information
- c. Professional Information

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 SLRP staff at SLRP@oshpd.ca.gov.

Thank you!

We would like to thank you for your interest in applying for SLRP, and for your continued efforts in providing healthcare services in California’s underserved areas.

Attachment A: Evaluation and Scoring Criteria

Field	Evaluation and Scoring Criteria	Total Possible Points														
1	<p>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?</p> <ul style="list-style-type: none"> • 5 points—Yes. • 0 points—No. 	5														
2	<p>Select listed languages spoken other than English and indicate if the language is used in the work setting.</p> <ul style="list-style-type: none"> • 10 points—speaks one or more listed languages other than English, and indicates they use one or more of the listed languages in the work setting. • 5 points—speaks one or more listed languages but does not indicate they use any of the listed languages in the work setting. • 0 points—does not speak any of the listed languages. 	10														
3	<p>How many years of experience do you have working or training in Health Profession Shortage Areas (HPSAs)?</p> <table border="1" data-bbox="355 1310 1263 1841"> <thead> <tr> <th data-bbox="355 1310 646 1383">Number of points</th> <th data-bbox="646 1310 1263 1383">Years of work experience and/or training in one or more HPSAs</th> </tr> </thead> <tbody> <tr> <td data-bbox="355 1383 646 1461">25</td> <td data-bbox="646 1383 1263 1461">5 or more years</td> </tr> <tr> <td data-bbox="355 1461 646 1537">20</td> <td data-bbox="646 1461 1263 1537">4 years</td> </tr> <tr> <td data-bbox="355 1537 646 1614">15</td> <td data-bbox="646 1537 1263 1614">3 years</td> </tr> <tr> <td data-bbox="355 1614 646 1690">10</td> <td data-bbox="646 1614 1263 1690">2 years</td> </tr> <tr> <td data-bbox="355 1690 646 1768">5</td> <td data-bbox="646 1690 1263 1768">1 year</td> </tr> <tr> <td data-bbox="355 1768 646 1841">0</td> <td data-bbox="646 1768 1263 1841">Less than 1 year</td> </tr> </tbody> </table>	Number of points	Years of work experience and/or training in one or more HPSAs	25	5 or more years	20	4 years	15	3 years	10	2 years	5	1 year	0	Less than 1 year	25
Number of points	Years of work experience and/or training in one or more HPSAs															
25	5 or more years															
20	4 years															
15	3 years															
10	2 years															
5	1 year															
0	Less than 1 year															

Field	Evaluation and Scoring Criteria			Total Possible Points																
4	List current or prospective eligible employment sites.			25																
	Primary Care	<table border="1"> <thead> <tr> <th data-bbox="500 443 680 583">Points</th> <th data-bbox="680 443 948 583">Primary Care HPSA with a formal HPSA ratio</th> <th data-bbox="948 443 1265 583">Or Population Ratio if no HPSA ratio data is available</th> </tr> </thead> <tbody> <tr> <td data-bbox="500 583 680 638">25</td> <td data-bbox="680 583 948 638">>10,000</td> <td data-bbox="948 583 1265 638">>2,500</td> </tr> <tr> <td data-bbox="500 638 680 711">20</td> <td data-bbox="680 638 948 711">Between 5,000 and 9,999</td> <td data-bbox="948 638 1265 711">Between 2,000 and 2,499</td> </tr> <tr> <td data-bbox="500 711 680 787">15</td> <td data-bbox="680 711 948 787">Between 4,000 and 4,999</td> <td data-bbox="948 711 1265 787">Between 1,500 and 1,999</td> </tr> <tr> <td data-bbox="500 787 680 861">10</td> <td data-bbox="680 787 948 861">Between 3,500 and 3,999</td> <td data-bbox="948 787 1265 861">Between 1,000 and 1,499</td> </tr> <tr> <td data-bbox="500 861 680 972">5</td> <td data-bbox="680 861 948 972">Between 1 and 3,499</td> <td data-bbox="948 861 1265 972">Between 500 and 999</td> </tr> </tbody> </table>			Points	Primary Care HPSA with a formal HPSA ratio	Or Population Ratio if no HPSA ratio data is available	25	>10,000	>2,500	20	Between 5,000 and 9,999	Between 2,000 and 2,499	15	Between 4,000 and 4,999	Between 1,500 and 1,999	10	Between 3,500 and 3,999	Between 1,000 and 1,499	5
Points	Primary Care HPSA with a formal HPSA ratio	Or Population Ratio if no HPSA ratio data is available																		
25	>10,000	>2,500																		
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Points	Primary Care HPSA with a formal HPSA ratio	Or Population Ratio if no HPSA ratio data is available																		
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10	Between 5,000 and 5,999	Between 1,500 and 1,999																		
5	Between 1 and 4,999	Between 1,000 and 1,499																		

Field	Evaluation and Scoring Criteria			Total Possible Points
Mental Health	Points	Primary Care HPSA with a formal HPSA ratio	Or Population Ratio if no HPSA ratio data is available	
	25	>50,000	>12,000	
	20	Between 40,000 and 49,999	Between 9,000 and 12,000	
	15	Between 30,000 and 39,999	Between 7,500 and 8,999	
	10	Between 20,000 and 29,999	Between 4,500 and 7,499	
	5	Between 1 and 19,999	Between 1,500 and 4,499	
	5	List current or prospective eligible employment sites.		
	Number of Points	Percent site population below Federal Poverty Level		
25	50 percent or more			
20	Between 40 and 49 percent			
15	Between 30 and 39 percent			
10	Between 20 and 29 percent			
5	Less than 20 percent			
6	List current or prospective eligible employment sites. <ul style="list-style-type: none"> • 10 points—Rural or Frontier site designation. 			10
Total Possible Points				100

Attachment B: Sample Grant Agreement

GRANT AGREEMENT BETWEEN THE
OFFICE OF STATEWIDE HEALTH PLANNING & DEVELOPMENT
(HEALTHCARE WORKFORCE DEVELOPMENT DIVISION AND CALIFORNIA STATE
LOAN REPAYMENT PROGRAM) AND
[Provider Name], [Discipline]
GRANT AGREEMENT NUMBER **[Grant Number]**

THIS GRANT AGREEMENT (“Agreement”) is entered into on **[Grant Start Date]** by and between the State of California, Office of Statewide Health Planning and Development (hereinafter “OSHPD”) and **[Provider Name], [Discipline]** (hereinafter the “Grantee”).

WHEREAS, OSHPD is authorized by the United States Code, Title 42 – The Public Health and Welfare, Chapter 6(a) – Public Health Service, Subchapter II – General Powers and Duties, Part D – Primary Health Care, Subpart iii – Scholarship Program and Loan Repayment Program (Grants to States for loan repayment programs); and California Health and Safety Code, Division 107, Part 3, Chapter 2. Personnel Recruitment and Education, Chapter 2. Personnel Recruitment and Education, Article 2.75, to provide loan repayment to healthcare professionals who agree to work in a SLRP approved practice site.

WHEREAS, the Healthcare Workforce Development Division 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 Healthcare Workforce Development Division seeks to accomplish its mission by encouraging primary care physicians and non-physician practitioners to provide healthcare in health professional shortage areas through the California State Loan Repayment Program.

WHEREAS the California State Loan Repayment Program (hereinafter “SLRP”) provides support to healthcare professionals in the repayment of educational loans.

WHEREAS Grantee is a qualified licensed non-residency and primary care health professional who was selected by OSHPD through duly adopted procedures to receive grant funds from SLRP.

NOW THEREFORE, OSHPD 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.
2. "Approved Practice Site" is a public or private non-profit entity located in and providing health care services in a Health Professional Shortage Area (HPSA). The Grantee's site must complete a Practice Site Profile (PSP) to be approved as a SLRP practice site.
3. "Deputy Director" means the Deputy Director of the Healthcare Workforce Development Division.
4. "Direct patient care" means the provision of health care services directly to individuals treated for having a physical or mental illness or condition, including preventive care.
5. "Full-time Service" means:
 - **Providers of primary medical health care services, dentists, nurse practitioners, physician assistants, pharmacists and registered dental hygienists:** Clinician works a minimum of 40 hours per week, for a minimum of 45 weeks per service year. The 40 hours per week may be compressed into no less than four (4) days per week, with no more than 12 hours of work to be performed in any 24 hour-period. Of the 40 hours per week, a minimum of 32 hours must be spent providing direct patient care, in an outpatient setting. No more than eight (8) hours per week can be spent in an administrative capacity or spent performing practice-related activities.
 - **Providers of obstetrics/gynecology (including family medicine physicians who practice obstetrics on a regular basis and certified nurse midwives), pediatric dentists, geriatric servicers and mental and behavioral healthcare providers:** Clinician works a minimum of 40 hours per week, for a minimum of 45 weeks per service year. At least 21 hours per week must be spent providing direct patient care, in an outpatient setting, at the approved service site(s). The remaining 19 hours per week can be spent providing inpatient care in an approved clinical setting (i.e., hospitals, nursing homes, shelters) as directed by the approved site(s) or performing practice-related administrative activities. No more than eight (8) hours per week can be spent in an administrative capacity or be spent performing practice-related activities.
 - Time spent "on-call" cannot be counted toward the 40-hour week.

6. "Half-time Service" means:

- **Providers of primary medical health care services, dentists, nurse practitioners, physician assistants, pharmacists and registered dental hygienists:** Clinician works a minimum of 20 hours per week, for a minimum of 45 weeks per service year. Of the 20 hours per week, a minimum of 16 hours must be spent providing direct patient care, in an outpatient setting. No more than four (4) hours per week can be spent in an administrative capacity or be spent performing practice-related activities.
- **Providers of obstetrics/gynecology (including family medicine physicians who practice obstetrics on a regular basis and certified nurse midwives), pediatric dentists, geriatric service and mental and behavioral healthcare providers:** Clinician works a minimum of 20 hours per week, for a minimum of 45 weeks per service year. At least 11 hours per week must be spent providing direct patient care, in an outpatient setting, at the approved service site(s). The remaining nine (9) hours per week can be spent providing inpatient care in an approved clinical setting (i.e., hospitals, nursing homes, shelters) as directed by the approved site(s) or performing practice-related administrative activities. No more than four (4) hours per week can be spent in an administrative capacity or spent performing practice-related activities.
- Time spent "on-call" cannot be counted toward the 20-hour week.

7. "Continuation Service" means the one-year continuation of the Grantee's service obligation, which applies to both half-time and full-time service providers.

8. "Grant Agreement/Grant Number" means Grant Number [**Grant Number**] awarded to Grantee.

9. "Grant Funds" means the loan repayment assistance for qualified educational debt provided by SLRP, which is funded by grants received from the U.S. Health Resources and Services Administration (HRSA), Bureau of Clinician Recruitment and Service (BCRS)/Division of National Health Service Corps (NHSC).

10. "Matching Funds" means the cost sharing match made available directly or through non-Federal donations/contributions in cash toward SLRP in an amount not less than \$1 for each \$1 of Federal funds or on a dollar-for-dollar basis in addition to salary from public or private entities (i.e., SLRP approved practice sites).

11. "Primary Health Care Services" means all the disciplines included in the SLRP Eligibility Section of the Program Application.

12. "Private non-profit" means an entity which may not lawfully hold or use any part of its net earnings to the benefit of any private shareholder or individual and which does not hold or use its net earnings for that purpose (42 C.F.R. 62.52).
13. "Program" means the California State Loan Repayment Program (SLRP).
14. "Provider" means the Grantee.
15. "Qualified Facility" means the approved practice site is a public or private non-profit entity located within a Health Professional Shortage Area (HSPA).
16. "Site Representative" is the individual who has been designated to sign the Grantee's Employment Verification Forms (EVFs) and other documents, and who represents the site that enters into a Memorandum of Understanding (MOU) with OSHPD.
17. "State" means the State of California and includes all its Departments, Agencies, Committees, and Commissions.

B. Term of the Agreement:

This Agreement shall take effect on **[Contract Start Date]** and shall terminate on **[Contract 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 section and the Grantee's Program Application, the provisions of this Scope of Work Section shall prevail.

Grantee shall:

1. For the period of **[Contract Start Date]** through **[Contract End-Date]** to provide **[Full-Time/Half-Time]** Service in direct patient care at:

Practice Site	Address
[Practice Site Name]	[Practice Site Address]

2. Accept loan repayment from OSHPD and the approved practice site(s) as outlined in the Agreement.
3. Ensure that the Grantee's Site Representative submits the EVFs to OSHPD.
4. Apply all funds Grantee received pursuant to this agreement during the term of this Agreement, to the qualifying educational loan(s) provided by the lending

institution(s) listed on the approved Program Application.

5. Pay to the lending institution(s) listed in the approved Program Application any interest that accrues during the term of this Agreement.
6. Notify OSHPD, in writing, of any and all name, mailing address, phone number, email address, and lending institution changes within 30-days of the changes.
7. Need to transfer to another site, the Grantee must submit a 30-day written request to OSHPD who must approve the site relocation prior to the Grantee beginning work at that site. The initial site will be responsible for a match amount proportional to the amount of time that the Grantee provided services at the site. The new site must agree to match the remaining award funds.
8. Comply with all grant requirements, as authorized by the Public Health Service Act Title III, Section 338 (A)-(I) (42 U.S.C. Section 254q-1(a)-(i)). Specifically, health professionals participating in the program must not have an outstanding contractual obligation for a health professional service to the Federal Government (e.g., an active military obligation, National Health Service Corps Loan Repayment Program, National Health Service Corps Scholarship Program, Nursing Education Loan Repayment Program, Nursing Scholarship Program, or Health Professions Education Foundation obligation), or to any other State or entity, unless that service obligation will be completely satisfied before the California State Loan Repayment Program Agreement has been signed. This includes bonus clauses in employment Agreements that may impose a service obligation and service obligations attached to certain educational loans (e.g., Primary Care Loans).
9. Charge for professional services, with costs that do not exceed the usual and customary rate prevailing in the area in which such services are provided. If a patient is unable to pay such charge, such person shall be charged at a reduced rate (i.e., sliding fee schedule) or not charged any fee. Comply with the provisions of Medicare (Title XVIII) and Medicaid (Title XIX) of the Social Security Act.
10. Charge for professional services, with costs that do not exceed the usual and customary rate prevailing in the area in which such services are provided. If a patient is unable to pay such charge, such person shall be charged at a reduced rate (i.e., sliding fee schedule) or not charged any fee. Comply with the provisions of Medicare (Title XVIII) and Medicaid (Title XIX) of the Social Security Act.

D. Payment Provisions and Reporting Requirements:

1. For Full-time and Half-time Grantees, OSHPD shall make one or two payments within the initial Service Term **[Contract Start Date]** and **[Contract End Date]**,

payable directly to the Grantee. OSHPD reserves the right to change payment provisions within the Agreement term, if needed.

2. Service obligations will be monitored via the regular submission of EVFs by the Provider's Site Representative. OSHPD reserves the right to increase or decrease the number of EVF's 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 receiving EVFs from their practice site.
3. Grantee must submit documentation of these payments made to lending institution(s) for the SLRP award to OSHPD within 30 days of Agreement end date.
4. The total obligation of OSHPD under this Agreement shall not exceed **#[OSHPD Award Amount]** to the Grantee. The amount awarded by OSHPD shall be matched by an equal amount from the approved practice site for a combined total not to exceed **#[Site Match Amount]**.

E. Award May be Exempt from Federal Income Taxes:

OSHPD does not provide tax advice and this section may not be construed as tax advice from OSHPD. Grantee should seek advice from an independent tax consultant regarding the financial implication(s) of any financial incentive award. OSHPD does not withhold taxes from payments to Grantees.

Payments made under the National Health Service Corps and 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. Prompt Payment Clause:

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

G. 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, OSHPD shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, OSHPD shall have the option to either cancel this Agreement with no liability occurring to OSHPD or offer an Agreement amendment to Grantee to reflect the reduced amount.

H. Federally Funded Agreements:

1. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for fiscal year **[FY]**, for the purpose of this Program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the United States Congress, or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
3. The parties mutually agree that if the United States Congress does not appropriate sufficient funds for the Program, this Agreement shall be amended to reflect any reduction in funds.
4. OSHPD has the option to invalidate this Agreement by providing a 30-day written notice.

I. Breach:

OSHPD 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 of complete Grantee's service obligation, OSHPD shall recover all of the following pursuant to 42 U.S.C. § 254o(c):
 - a. The total of the amounts paid by OSHPD 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: (i) the Full-Time Grantee multiplied by \$7,500.00; or (ii) the Half-Time Grantee multiplied by \$3,750.00. (Continuation Service Grantees shall be liable based on Full-Time or Half-Time Grantee status at the time of the breach); and
 - c. Interest on the above amounts at the maximum legal prevailing rate from the date of the breach. Interest is calculated at the rate utilized by the State Treasurer from the date of the breach; and
 - d. The amount OSHPD is entitled to recover under this section shall be no less than \$31,000.00 plus interest, even if the breach formula from above results in a lower amount due.
2. Even if the period of obligated service is served, it is a material breach of this Agreement if the Grantee does not apply all the funds received under this Agreement to Grantee's qualifying educational loan(s). For such a breach, OSHPD shall recover no less than \$31,000.00 plus interest (calculated at the rate utilized by the State Treasurer from the date funds were sent to Grantee). In addition, if OSHPD files a civil action to recover sums per this section, OSHPD shall be entitled to recover reasonable attorneys' fees, costs, and expenses directly related to such collection actions.
 3. Any amount OSHPD is entitled to recover from the Grantee shall be paid within one year of the date OSHPD determines that the grantee is in breach of this written Agreement.
 4. Per Government Code 16580-16586, OSHPD has statutory authority to collect on any outstanding debts. OSHPD may attempt to collect from the Franchise Tax Board or any Medi-Cal offsets. OSHPD 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.

J. 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. OSHPD may waive or suspend the Grantee's service 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. OSHPD

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 OSHPD 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 contract term end date. (Note: A waiver permanently relieves the Grantee of all or part of the SLRP commitment however; waivers are not routinely granted and require a showing of compelling circumstances).

3. Leave of absence for medical or personal reasons may be granted for up to six months if the Grantee provides independent medical documentation of physical or mental health disability or personal circumstances, including a terminal illness of an immediate family member, which results in the Grantee's temporary inability to perform the SLRP obligation. Grantee must submit a written request to OSHPD and must approve the request at least 30 calendar days prior to beginning any leave of absence. Periods of approved leave of absence will extend the Agreement end date.
4. If the Grantee plans to be away from his/her site(s) for maternity/ paternity/ adoption leave, the Grantee is required to inform OSHPD at least 60 calendar days before taking the leave. OSHPD allows Grantees to be away from their site(s) within the timeframes established by either the Family Medical Leave Act (up to 12 weeks) or the Grantee's state of residence; however, the Grantee must adhere to the leave policies of his/her approved SLRP approved practice site. If a Grantee plans to take additional leave, he/she is required to request a medical suspension which may or may not be approved by OSHPD. A Grantee is required to serve a minimum of 45 weeks per service year and is allowed to be away from the SLRP approved practice site for no more than 35 workdays per service year; therefore, a Grantee's obligation end date will be extended for each day of absence over the allowable 35 workdays.
5. 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 OSHPD. The period of active duty will not be credited toward the SLRP service obligation. Periods of approved leave of absence of service will extend the Grantee's Agreement end date.
6. OSHPD may provide for the partial or total waiver or suspension of any obligation 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.

7. OSHPD may terminate the Agreement, if not later than 45 days before the end of the 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.

K. Change of Practice Location

1. Grantee may request that OSHPD 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 OSHPD, a minimum of 30 calendar days prior to the desired change. If the proposed transfer site is disapproved and the Grantee refuses assignment to another approved practice site, he/she may be placed in default.
2. Should the approved practice site for any reason be unable to fulfill its obligation to the Grantee, OSHPD shall offer the Grantee the opportunity to complete Grantee's obligation at another approved practice site. The period without a site shall not exceed six months. If the period without a site exceeds six months, the Grantee shall be placed in breach and OSHPD may pursue the remedies set forth herein.
3. Grantees that voluntarily resign from their sites without prior approval from OSHPD or are terminated by their site(s) for cause, may not receive a transfer to another site, may be deemed as unqualified for a Continuation Agreement, and may be placed in breach. Grantee must notify OSHPD in writing of immediate termination.
4. If Grantee becomes unemployed or is informed by his/her site of a termination date, Grantee must notify OSHPD immediately in writing. An approved practice site list is located on the SLRP website to assist in relocating to a new site. The Agreement may be extended for the length of time the Grantee is without a site, so long as the period without a site does not exceed six months and so long as the employment is not a result of termination for cause.

L. Agreement Continuation:

1. Grantee may apply to extend the term of the Agreement. If the Grantee applies to extend the term of the Agreement, Grantee shall provide documentation satisfactory to OSHPD that reflects payment amounts, equal to prior SLRP award amounts (i.e., lender statement summary/payment history). OSHPD reserves the right to disqualify Grantee from future participation in SLRP for failure to

provide requested documentation. OSHPD reserves the right to deny Grantee's request to extend the term of the Agreement.

2. The Grantee shall not be permitted to change from full-time to half-time status without written request and approval from OSHPD. The request for change in status shall be submitted at least 60 calendar days prior to approval. If approved, a written Agreement addendum will be required to extend the Agreement end date. OSHPD reserves the right to deny Grantee's request to extend the term of the Agreement.
3. Should OSHPD and the Grantee agree to amend the dates of this Agreement, the service obligation shall be extended by the corresponding amount of time spent in a leave of absence.
4. Should the Grantee be absent from the approved practice site for more than 35 full-time or half-time working days per Agreement year (i.e., sick leave, vacation, holidays, Continuing Medical Education, or any other type of leave), this Agreement shall be extended by the number of days the Grantee exceeded the 35 full-time or half-time day limit. If the Grantee is absent less than 35 full-time or half-time days, the balance shall not be carried over into the following Agreement year.
5. Should the Grantee transfer to another approved practice site, this Agreement may be extended for a length of time the Grantee was without a site, so long as the period without a site does not exceed six months. If the period without a site exceeds six months, the Grantee shall be placed in breach and shall be liable to OSHPD in accordance with the conditions set forth herein. Grantee is solely responsible for identifying another approved practice site. A list of SLRP approved practice sites will be provided upon request. Failure to identify an approved practice site within six months shall be treated as a breach of this Agreement and OSHPD expressly reserves the right to pursue any remedies set for herein.
6. Subject to the availability of funds awarded by the National Health Service Corps for SLRP, OSHPD may approve a request for Agreement continuation if the Grantee remains eligible for continued participation in the California State Loan Repayment Program.
7. If this Agreement is extended, OSHPD may, dependent on the amount of the Grantee's remaining qualifying graduate and/or undergraduate educational loans, pay up to: (i) \$20,000.00 (SLRP \$10,000 and Site \$10,000) per year for full-time extension year one and two, and up to \$10,000 (SLRP \$5,000 and Site \$5,000) for full-time continuation year three and any continuation thereafter; or (ii) \$10,000.00 (SLRP \$5,000 and Site \$5,000) per year for half-time continuation

year one and two, and up to \$5,000 (SLRP \$2,500 and Site \$2,500) for full-time continuation year three and any continuation thereafter. Award amounts are subject to change. The amount awarded by OSHPD shall be matched by an equal amount from the approved practice site(s).

M. General Terms and Conditions:

1. **Timeliness:** Time is of the essence in this Agreement. Grantee will submit the required deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and scheduling issues, to adhere to the terms of the Agreement, is the sole responsibility of the Grantee.
2. **Final Agreement:** This Agreement, along with the Grantee's Application, exhibits and forms constitutes the entire and final agreement between the parties and supersedes any and all prior oral or written agreements or discussions. 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 the OSHPD, 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 OSHPD and subject to the Public Records Act (Gov. Code sections 6250, et seq.).
5. **Audits:** The Grantee agrees that OSHPD, the Department of General Services, the State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audits for a minimum of three years after final payment, unless a longer period of records retention is stipulated by the State. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Agreement Code §10115 et seq., Cal. Code Regs. tit. 2, §1896).

6. Non-Discrimination Clause (See Cal. Code Regs., tit. 2, §11105):
 - a. During the performance of this Agreement, Grantee and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - b. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and any regulations or standards adopted by OSHPD to implement such article.
 - c. Grantee shall permit access by representatives of the Department of Fair Employment and Housing and OSHPD upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or OSHPD shall require to ascertain compliance with this clause.
 - d. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
 - e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
7. Independence from the State: The Grantee and the agents and employees of 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.
8. Waiver: The waiver by OSHPD 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.

OSHPD expressly reserves the right to disqualify the Grantee from any future grant awards for failure to comply with the terms of this Agreement.

9. 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.
10. 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 arrangement not incorporated in this Agreement is binding on any of the parties.
11. Assignment: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of OSHPD in the form of a formal written amendment.
12. Indemnification: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents, and employees (i) from any and all claims and losses accruing or resulting to any and all Grantee's, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies resulting from the Grantee's performance of this Agreement, and (ii) from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
13. Disputes: Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement, shall be resolved as follows:
 - a. The Grantee will discuss the problem informally with the OSHPD Program Manager. If unresolved, the problem shall be presented, in writing, to the Deputy Director stating the issues in dispute, the basis for the Grantee's position, and the remedy sought. Grantee shall include copies of any documentary evidence and describe any other evidence that supports its position with its submission to the Deputy Director.
 - b. Within ten working days after receipt of the written grievance from the Grantee, the Deputy Director or their designee shall make a determination and 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. The Chief Deputy Director or their designee (who shall not be the Deputy Director or their designee) shall meet

- with the Grantee within 20 working days of receipt of the Grantee's appeal. During this meeting, the Grantee and OSHPD may present evidence in support of their positions.
- d. Within ten working days after meeting with the Grantee, 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.
14. Termination for Cause: In addition to the Breach provisions above, OSHPD may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. Grantee shall return any unused Agreement Funds that were previously provided to Grantee as of the date of termination.
15. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
16. Unenforceable Provision: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

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

Grant Representatives

State Agency: Office of Statewide Health Planning and Development	Grantee's First Name, Last Name: [Grantee's Full Name]
Section/Unit: Healthcare Workforce Development Division/SLRP	Grantee's Title/Specialty: [Discipline]
Name: [Contract Manager Full name]	Address: [Address 1]
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Phone Number 1: [Phone 1]
Phone: [Contract Manager Main Phone]	Phone Number 2: [Phone 2]
Email: [Contract Manager Primary Email]	Email: [Email Address]

By signing below, the Office of Statewide Health Planning and Development (OSHPD) and Grantee acknowledge that this Agreement accurately reflects the understanding of OSHPD and Grantee with respect to the rights and obligation under this Agreement.

_____ **[Grantee's Full Name], Discipline** _____ **Date**

For the Office of Statewide Health Planning and Development:

_____ **Nicole Gottardo, SSM I** _____ **Date**

Attachment C: Sample Memorandum of Understanding

State of California – Health and Human Services Agency

Gavin Newsom, Governor

OSHPD Office of Statewide Health Planning and Development

Healthcare Workforce Development Division

2020 West El Camino Avenue, Suite 1222

Sacramento, CA 95833

(916) 326-3700

(916) 322-2588 Fax

www.oshpd.ca.gov



Memorandum of Understanding **[Grant Number]**
California State Loan Repayment Program

Date: [XX/XX/XXXX]

The Office of Statewide Health Planning and Development (OSHPD) and **[Sponsoring Entity Name]** on behalf of **[Grantee's Full Name]**, **[Grantee's Discipline]**, enters into this Memorandum of Understanding (MOU).

Site agrees to the following terms and conditions:

1. For the period of **[Contract Start Date]** through **[Contract End Date]**, Grantee shall provide **[Full-time/Half-Time]** service in direct patient care in an outpatient setting at site(s), during normally scheduled office hours according to the terms and conditions of Grantee's Grant Agreement (herein after "Agreement" with OSHPD). For the purpose of this MOU, "**direct patient care**" means the provision of health care services directly to individuals treated for having a physical or mental illness or condition, including preventive care. The Grantee is permitted to complete the required weekly hours at the following site(s):

Practice site	Address
[Practice Site Name]	[Practice Site Address]

2. **"Full-time Service" means:**

- **Providers of primary medical health care services, dentists, nurse practitioners, physician assistants, pharmacists, and registered dental hygienists:** Clinician works a minimum of 40 hours per week, for a minimum of 45 weeks per service year. The 40 hours per week may be compressed into no less than four (4) days per week, with no more than 12 hours of work to be performed in any 24 hour-period. Of the 40 hours per week, a minimum of 32 hours must be spent providing direct patient care, in an outpatient setting. No more than eight (8)

hours per week can be spent in an administrative capacity or spent performing practice-related activities.

- **Providers of obstetrics/gynecology (including family medicine physicians who practice obstetrics on a regular basis and certified nurse midwives), pediatric dentists, geriatric services, and mental and behavioral healthcare providers:** Clinician works a minimum of 40 hours per week, for a minimum of 45 weeks per service year. At least 21 hours per week must be spent providing direct patient care, in an outpatient setting, at the approved service site(s). The remaining 19 hours per week can be spent providing inpatient care in an approved clinical setting (i.e., hospitals nursing homes, shelters) as directed by the approved site(s) or performing practice-related administrative activities. No more than eight (8) hours per week can be spent in an administrative capacity or spent performing practice-related activities.
- Time spent “on-call” cannot be counted toward the 40-hour week.

3. **“Half-time/Part-Time Service” means:**

- **Providers of primary medical health care services, dentists, nurse practitioners, physician assistants, pharmacists, and registered dental hygienists:** Clinician works a minimum of 20 hours per week, for a minimum of 45 weeks per service year. Of the 20 hours per week, a minimum of 16 hours must be spent providing direct patient care, in an outpatient setting. No more than four (4) hours per week can be spent in an administrative capacity or spent performing practice-related activities.
- **Providers of obstetrics/gynecology (including family medicine physicians who practice obstetrics on a regular basis and certified nurse midwives), pediatric dentists, geriatric services, and mental and behavioral healthcare providers:** Clinician works a minimum of 20 hours per week, for a minimum of 45 weeks per service year. At least 11 hours per week must be spent providing direct patient care, in an outpatient setting, at the approved service site(s). The remaining nine (9) hours per week can be spent providing inpatient care in an approved clinical setting (i.e., hospitals nursing homes, shelters) as directed by the approved site(s) or performing practice-related administrative activities. No more than four (4) hours per week can be spent in an administrative capacity or spent performing practice-related activities.
- Time spent “on-call” cannot be counted toward the 20-hour week.

4. “Extension Service” means the one-year extension of the Grantee’s service obligation which applies to both full-time and half-time service providers.

5. Site(s) agree(s) to submit written notification to OSHPD with any updates if the provider is relocated and when changes in the site administrative representative

occur.

6. Site agrees to charge for professional services at the usual and customary prevailing rates in the area, except that if a person is unable to pay such charge, such person shall be charged at a reduced rate (i.e., sliding fee schedule) or not charged any fee. Site further agrees to comply with the provisions of Medicare (Title XVIII) and Medicaid (Title XIX) of the Social Security Act.
7. Site agrees not to use OSHPD's award or the Site match as a salary offset (e.g., reduce Grantee's salary or deduct funds from Grantee's paycheck). Site further agrees to pay the match from non-Federal funding sources and agrees to provide documentation of such payments, to State or Federal officials, upon request.
8. OSHPD agrees to pay Grantee **directly**; total funding support in the amount of **[\$[Dollar Amount]**.
9. Site agrees to match the amount awarded by OSHPD by an equal amount of **[\$[Dollar Amount]** payable to the **Grantee**. All payments must be made **directly** to the **Grantee**. The payments shall be made during the Agreement effective dates of **[Grant Start Date]** to **[Grant End Date]**. Site further agrees to document the payments on the form entitled "Certification of Site Payments" and agrees to forward the documentation to OSHPD immediately after each payment is made via **Funding eApp** <https://eapp.oshpd.ca.gov/funding> or through email, if requested.

Note: Payments made under the National Health Service Corps and certain State Loan Repayment Programs are **tax exempt**. The tax exemption for SLRP (and NHSC LRP) funds is found at 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)."

OSHPD does not provide tax advice and this section may not be construed as tax advice from OSHPD. Grantee and site should seek advice from an independent tax consultant regarding the financial implication(s) of any financial incentive award.

10. Site agrees to review, complete and submit the "Employment Verification Form" to the SLRP when requested.
11. If Grantee is absent from site for more than 35 **[Full-time/Part-time]** working days during one Agreement year (i.e., sick leave, vacation, military duty, holidays, Continuing Medical Education, or FMLA), site shall report the absences to OSHPD as soon as

possible. OSHPD shall extend Grantee’s service obligation, and the terms of the MOU, by the number of days Grantee exceeds the 35 **[Full-time/Part-time]** working day limit. If Grantee is absent less than the allowable 35 **[Full-time/Part-time]** working days in an agreement year, the balance will not be carried over into the following Agreement year. Site must notify SLRP if Grantee is placed on any type of leave.

12. If Site terminates its Employment Agreement with the Grantee, the Site must notify the SLRP immediately regarding the circumstances surrounding the termination (including last day worked) and forward the documentation to SLRP as soon as possible.
13. Any other benefits, services or compensation provided to the Grantee, by the Site are outside the scope of this MOU and do not incur any collateral liability or obligation on the part of OSHPD.
14. Should the Site breach this MOU, it is agreed that OSHPD reserves the right to terminate the Grantee’s obligation to the Site and/or revoke the Site’s and its affiliates eligibility with SLRP. Should the Grantee leave the Site during the service obligation, for any reason, the Site is responsible for the proration of matching funds up to the final day of the Grantee’s employment.
15. **MOU Representatives** - The project representatives during the term of this MOU are listed below. Direct all inquiries to:

State Agency: Office of Statewide Health Planning and Development	Site Representative: [Site Representative Name]
Section/Unit: Healthcare Workforce Development Division/SLRP	Site Representative Title:
Name: [Grant Representative]	Address: [Street] [City, State Zip Code]
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Phone Number: [Site Representative Phone]
Phone: [Grant Representative Phone]	Email Address: [Site Representative Email]
Email: [Grant Representative Email]	Fax:

16. **MOU Term:** [Grant Start Date] to [Grant End Date]

Initial

Continuation Year:

By signing below, the Office of Statewide Health Planning and Development (OSHPD) and Grantee acknowledge that this Agreement accurately reflects the understanding of OSHPD and Grantee with respect to the rights and obligation under this Agreement.

[Grantee's Full Name], Discipline

Date

For the Office of Statewide Health Planning and Development:

Nicole Gottardo, SSM I

Date