



## California Dental Corps Loan Repayment Program Agreement

**Please READ all instructions carefully before completing this application. Please type or print neatly. All questions on the application must be answered and supporting documentation may be requested; however, please do not include any attachments other than what is requested. All attachments are considered part of the application.**

**Since this is a newly implemented program, you may be asked to provide additional information in the future. Falsification or misrepresentation on any item or response of this application or any attachment hereto is sufficient basis for denying this application.**

**Dental Board of California  
1432 Howe Avenue, Suite 85  
Sacramento, CA 95843-3241**

## **California Dental Corps Loan Repayment Program Agreement**

Pursuant to 16 CCR 1042.4

WHEREAS, Article 9.5 of Chapter 4 of Division 2 of the Business and Professions Code (commencing with § 1970) establishes the California Dental Corp Loan Repayment Program (“Program”); and

WHEREAS, the Dental Board of California, (“Board”) has implemented the Program through regulations codified in Article 4.5 commencing with 1042, CHAPTER 2, Division 10 of Title 16, California Code of Regulations (“regulations”); and

WHEREAS, (First Name), (Last Name), D.D.S (“Participant”) has applied for participation in the Program by submitting an application on or about (date of application); and

WHEREAS, Participant has been selected by the Board to participate in the Program,

NOW, THEREFORE, THE Board and Participant enter into the following agreement:

- 1) Term of Agreement This agreement shall take effect on (effective date) and shall terminate on (termination date).
- 2) Participant agrees:
  - a) To provide dental services at those practice settings listed on Exhibit 1, a copy of which is attached and incorporated herein by reference, and to comply with all terms of the Program as specified in Article 9.5 of Chapter 4 of Division 2 of the California Business & Professions Code (commencing with § 1970) and in the regulations, which are attach hereto as Exhibits 2 and 3, respectively, and incorporated by reference in this current form or as may be amended.
  - b) To inform the Board within 30 days of any change in mailing address, telephone number, email address, and any changes to the lending institutions.
  - c) To provide documentation satisfactory to the Board that the Participant is in compliance with the terms of each applicable loan agreement.
  - d) To cooperate with any audit undertaken by the Board regarding the participant’s compliance with the Program.
  - e) That payment by the Board will be contingent upon providing the documentation required by paragraph 2c of this Agreement.
  - f) And understands that loan repayments may be considered personal taxable income and that the Board will report payments in fulfillment of this Agreement to the Franchise Tax Board and the Internal Revenue Service.
- 3) Board Agrees To make payments directly to Participant as set forth below.

A total payment of \$(total payment), as calculated in accordance with 16 CCR § 1042.4(b) and Business & Professions Code § 1975, as follows:

Twenty-five thousand dollars (\$25,000) after Participant has completed one year of service in compliance with this Agreement.

Thirty-five thousand dollars (\$35,000) after Participant has completed two consecutive years of service in compliance with this Agreement.

Forty-five thousand dollars (\$45,000) after Participant has completed three consecutive years of service in compliance with this Agreement.

- 4) **Notices** All notices or other communications required by the Program or permitted hereunder shall be in writing, and shall be deemed properly given if delivered in person or sent by nationally recognized overnight courier, or first class mail, postage prepaid to the address specified below, or to another address specified in writing by a party:

For Board:           Dental Loan Repayment Program  
Dental Board of California  
1432 Howe Avenue, Suite 85  
Sacramento, California 95825-3241

For Participant: (First name) (Last Name), D.D.S.  
(Street Address)  
(City, State, Zip Code)

- 5) **Non-waiver** None of the terms or conditions of the Agreement shall be deemed waived by either the Board or Participant unless such waiver is specifically set forth in writing and signed by both parties.
- 6) **No Agent Relationship** This Agreement does not constitute or create a joint venture, partnership, agency relationship, employment relationship, or formal business organization of any kind between the Board and Participant or between the Board and any practice settings at which Participant may provide services.

By signing below, the Board and Participant acknowledge that this two-page document and exhibits accurately reflect the understanding of the Board and Participant with respect to the rights and obligations under this Agreement.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Georgetta Coleman-Griffith  
Interim Executive Officer  
Dental Board of California

\_\_\_\_\_  
Date