



Office of Statewide Health
Planning and Development

Song-Brown
Family Nurse Practitioner Training Program
Primary Care Physician Assistant Training Program

Grant Guide
For Fiscal Year 2019-20

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 agreement. 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 the sample grant agreement.

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A. Background/Mission

Pursuant to the Song-Brown Health Care Workforce Training Act, Health & Safety Code Sections 128200, et. seq., the California Healthcare Workforce Policy Commission (Commission) will consider applications to support the training of family nurse practitioner (FNP) and primary care physician assistant (PA) training programs. After review of the applications, the Commission makes recommendations for grant awards to the Director of the Office of Statewide Health Planning and Development (OSHPD).

OSHPD works to increase and diversify California's health workforce through the Healthcare Workforce Development Division (HWDD). The Song-Brown program funds institutions that train primary care health professionals to provide healthcare in California's medically underserved areas. Competitive proposals demonstrate a commitment to Song-Brown goals and demonstrated success in meeting the three statutory priorities:

- Attracting and admitting underrepresented minorities and those from underserved communities
- Training students in underserved areas
- Placing graduates in underserved areas

B. Eligible Applicants, Available Funding, and Award Levels

1. Eligible Applicants

Each FNP training program approved for funding under the Song-Brown Health Care Workforce Training Act must be operated by an accredited California School of Nursing, or approved by the Regents of the University of California, or by the Trustees of the California State University and Colleges, or approved by the Board of Registered Nursing, pursuant to Section 2834-2837, Article 8, Chapter 6, Div. 2, of the Business and Professions Code.¹

Each PA training program approved for funding under the Song-Brown Health Care Workforce Training Act must meet the standards set forth by the Medical Board of California for the training, pursuant to Section 3500, Chapter 7.7, Div. 2 of the Business and Professions Code and to Section 1399.500, Article 1-7, Div. 13.8, Physician Assistant Examining Committee of the Medical Board of California, Title 16 of the California Code of Regulations.²

2. Available Funding

Grant awards are limited to the funds specified in the State Budget Act of 2019. This is a one-time grant opportunity with no implied or expressed guarantee of subsequent funding after the initial contract award resulting from this application.

¹ California Healthcare Workforce Policy Commission Family Nurse Practitioner Standards (see Attachment C)

² California Healthcare Workforce Policy Commission Primary Care Physician Assistant Standards (see Attachment D).

Approximately \$1,350,000 in Capitation funding is available for one year from the California Health Data Planning Fund to support FNP and PA Training Program grants.

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 funds available to award.

3. Award Levels

The capitation rate is \$12,000 per student with maximums based on student enrollment.

Program Size	Maximum Request Amount	Maximum Students
Up to 50 enrolled students	\$96,000.00	8 students
51—75 enrolled students	\$120,000.00	10 students
76—100 enrolled students	\$168,000.00	14 students
101 or more enrolled students	\$192,000.00	16 students

C. 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, <http://eapp.oshpd.ca.gov/funding>.

An applicant must register as a new user to access the application materials. Previous CalREACH usernames/passwords will not work in the eApp. Section N. eApp Technical Guide contains eApp information, including how to register and complete your application.

D. Budget Restrictions

These funds are for the general education and training of students only. Applicants do not submit a proposed budget, as OSHPD will pay Grantees on a capitated rate per student. Awardees shall use these funds to expand primary care services. Awardees shall not use these funds to supplant existing state or local funds to provide primary care services.

OSHPD does not allow indirect costs for capitation funding.

E. Evaluation and Scoring Procedures

1. Evaluation and Scoring

OSHPD will calculate a quantitative score for each application using the information provided in the application. Please refer to Attachment A for Evaluation and Scoring Criteria.

2. Review Process

During the review process, Song-Brown staff will verify submission of all required information as specified in this Grant Guide and score applications using only the established evaluation/scoring criteria. Staff will advise the Commission on application revisions.

If, in the opinion of OSHPD, an application contains false or misleading information, or includes documentation that does not support an attribute or condition claimed, OSHPD will reject the application. OSHPD reserves the right to reject any or all applications or to reduce the amount of funding provided to an applicant.

Applicants may not change their application after the application deadline.

3. Presentations

After reviewing and scoring applications, Song-Brown will identify a select number of programs to present to the Commission at the January 2020 Commission meeting. The Program Director, or other authorized representative, will provide a summary of the training program, an overview of successfully demonstrated strategies, and outcomes data for any current pipeline programs. The presentations serve to share information and best practices across programs. Applicants' presentations, or lack thereof, will not influence their final score. Please refer to Attachment G for Funding Presentation Guidelines.

Song-Brown encourages all applicants to attend the Commission meeting. Meeting attendance is voluntary and provides a valuable opportunity for programs to leverage the information, best practices, and expertise shared in the presentations to help identify and address any deficiencies or opportunities for continuous improvement of future Song-Brown grant applications. The meeting also provides an opportunity to address the Commission, if desired, and answer any questions the Commission might have.

F. Final Selections

During the funding meeting, the Commission will make award recommendations based on which applications best meet the Song-Brown goals and statutory priorities. Once the OSHPD Director concurs with the Commission award recommendations, OSHPD will announce Grantees by the date listed in this Grant Guide.

G. Grant Agreement Deliverables and Payment Provisions

- Grantees will enter into a one-year agreement.
- OSHPD makes payments in arrears and upon receipt of a quarterly certification from the program documenting the program has met the intent of the grant.
- All Grantees must submit the Final Report within 45 days of the end of grant term.
- The Final report must contain a detailed expenditure report on the Final Report template that OSHPD will provide.
- OSHPD will withhold the final payment due to the Grantee under this agreement until OSHPD has received and approved the Final Report.

H. Additional Terms and Conditions

1. By submitting an application, you and your organization agree to the grant terms and conditions specified in this Grant Guide.
2. OSHPD does not accept alternate grant agreement language from a prospective Grantee. OSHPD will consider an application with such language to be a counter offer and will reject it. OSHPD will not negotiate the terms and conditions outlined in Attachment 9: Sample Grant Agreement.
3. 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 Agreement. OSHPD considers that the submission of an application implies express acceptance of the terms. All applicants must agree to the terms and conditions prior to receiving funds. OSHPD will not make changes to the terms and conditions specified in this Sample Grant Agreement.
4. Grantees shall use the funding established pursuant to this act to expand primary care services. Grantees shall not use these funds to supplant existing state or local funds to provide primary care services.
5. Grantees must sign and submit agreements by the due date. If the Grantee fails to sign and return the grant agreement by the due date, they may lose their award.
6. When the Grantee is a county, city, school district, or other local public body, a copy of the resolution, order, motion, ordinance, or other similar document shall accompany the signed grant from the local governing body authorizing execution of the agreement.
7. The Grantee will submit their Final Report and adhere to the deadlines as specified in this Grant Guide. It is the sole responsibility of the Grantee to adhere to the terms of the grant, and to anticipate potential overlaps, conflicts, and scheduling issues.
8. The Public Records Act shall apply to all grant deliverables, including reports, applications, and supporting documentation.
9. The Grantee shall submit in writing any requests to change or extend the grant or to change the budget at least 90 days before the grant end date.

I. Grant Questions and Answers

You can find answers to most questions in this Grant Guide and/or in the eApp. If you have any questions relating to the intent or interpretation of grant language, email Song-Brown staff at songbrown@oshpd.ca.gov.

J. Technical Assistance

OSHPD will provide a Technical Assistance Guide and webinars to assist you in completing and submitting an application. For information about the webinars or to view the Technical Assistance Guide, see <https://oshpd.ca.gov/loans-scholarships-grants/grants/song-brown/#Family>.

K. Key Dates

The key dates for the program year are as follows:

Key Events	Dates and Times
Application opens	July 16, 2019 at 3:00 PM PDT
Application closes	August 15, 2019 at 3:00 PM PDT
Commission Meeting/presentations/awards	January 29—30, 2020
Notice sent to awardees	February 14, 2020
Grant term	June 30, 2020—August 15, 2021

L. eApp Application Components

A submitted application must contain all required information and conform to the Grant Guide format. The applicant is responsible for providing all necessary information for the Commission to evaluate the application.

A completed application consists of the following sections:

1. Program Information
2. Contract Information
3. Program Description
4. Program Data
5. Training Sites
6. Program Expenditures and Funding
7. Student and Graduate Data
8. Required Documents
9. Assurances

M. eApp Technical Guide

1. Accessing the Application System

OSHPD uses the eApp to allow programs to submit applications. This Grant Guide contains information you need to complete an application in the eApp.

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

2. Registration and Login

All applicant organizations and their designees must register in the eApp. To register for the first time, click the “CREATE ACCOUNT” button on the “Home Page” and follow the instructions. All newly created accounts default to the “Grant Preparer” role. The Program Director must send an email request to SongBrown@oshpd.ca.gov for OSHPD to assign their account the “Program Director” role. Only accounts designated as “Program Director” may initiate and submit applications. Once designated as a “Program Director,” you may begin an application by clicking “Apply Here” at the top of the eApp page.

The Program Director has administrative rights to grant other individuals access to edit the application. To assign other grant preparers access to edit your Song-Brown application, navigate to your Profile and click “Assign Other Users” on the left-hand column. Only Program Directors and registered grant preparers have access to the application.

3. Submitting an Application

- By submitting the application, you/your organization agree to the grant Terms and Conditions.
- OSHPD will not consider late or incomplete applications. For more detailed information, refer to Section L. Key Dates.
- Once you click the Submit button, you cannot go back to revise the application.
- The eApp will email a confirmation of receipt to the designated Program Director.

O. Department Contact

For questions related to Song-Brown and the eApp, please email songbrown@oshpd.ca.gov.

Thank You!

We would like to thank you for your interest in applying for Song-Brown program funding and for your continued efforts in supporting those who are educating students for practice in underserved areas.

Attachment A: Evaluation and Scoring Criteria

Section I	Statutory Criteria	Total Points Available	eApp Page
1	Percent and number of graduates in areas of unmet need	20	Graduate Data
2	Percent and number of underrepresented minority graduates	20	Graduate Data
3	Percent and number of clinical training sites in areas of unmet need	20	Training Sites
Total points possible for Section I		60	
Section II	Other Considerations	Total Points Available	
1	Percent and number of underrepresented minority students	15	Student Data
2	Percent of clinical hours in areas of unmet need (AUN) 0 points: 0% in AUN 3 points: 1%—20% in AUN 6 points: 21%—40% in AUN 9 points: 41%—60% in AUN 12 points: 61%—80% in AUN 15 points: 81%—100% location of program and/or training sites in AUN	15	Program Data
3	Does the program have an 85% or better first-time pass rate on the American Nurses Credentialing Center (ANCC), American Association of Nurse Practitioners (AANP), or the Physician Assistant National Certifying Exam (PANCE) national certification exams? 0 points: 74.99% or below first-time pass rate 5 points: 75%—84.99% first-time pass rate 10 points: 85% or better first-time pass rate	10	Program Data
Total points possible for Section II		40	
Total points possible		100	

Attachment B: Authorizing Statute

Health and Safety Code Section 128200. (a) This article shall be known and may be cited as the Song-Brown Health Care Workforce Training Act.

(b) (1) The Legislature hereby finds and declares that physicians engaged in family medicine are in very short supply in California. The current emphasis placed on specialization in medical education has resulted in a shortage of physicians trained to provide comprehensive primary health care to families. The Legislature hereby declares that it regards the furtherance of a greater supply of competent family physicians to be a public purpose of great importance and further declares the establishment of the program pursuant to this article to be a desirable, necessary, and economical method of increasing the number of family physicians to provide needed medical services to the people of California. The Legislature further declares that it is to the benefit of the state to assist in increasing the number of competent family physicians graduated by colleges and universities of this state to provide primary health care services to families within the state.

(2) The Legislature finds that the shortage of family physicians can be improved by the placing of a higher priority by public and private medical schools, hospitals, and other health care delivery systems in this state, on the recruitment and improved training of medical students and residents to meet the need for family physicians. To help accomplish this goal, each medical school in California is encouraged to organize a strong family medicine program or department. It is the intent of the Legislature that the programs or departments be headed by a physician who possesses specialty certification in the field of family medicine, and has broad clinical experience in the field of family medicine.

(3) The Legislature further finds that encouraging the training of primary care physician's assistants and primary care nurse practitioners will assist in making primary health care services more accessible to the citizenry, and will, in conjunction with the training of family physicians, lead to an improved health care delivery system in California.

(4) Community hospitals in general and rural community hospitals in particular, as well as other health care delivery systems, are encouraged to develop family medicine residencies in affiliation or association with accredited medical schools, to help meet the need for family physicians in geographical areas of the state with recognized family primary health care needs. Utilization of expanded resources beyond university-based teaching hospitals should be emphasized, including facilities in rural areas wherever possible.

(5) The Legislature also finds and declares that nurses are in very short supply in California. The Legislature hereby declares that it regards the furtherance of a greater supply of nurses to be a public purpose of great importance and further declares the expansion of the program pursuant to this article to include nurses to be a desirable, necessary, and economical method of increasing the number of nurses to provide needed nursing services to the people of California.

(6) It is the intent of the Legislature to provide for a program designed primarily to increase the number of students and residents receiving quality education and training in the primary care specialties of family medicine, internal medicine, obstetrics and gynecology, and pediatrics and as primary care physician's assistants, primary care nurse practitioners, and registered nurses and to maximize the delivery of primary care family physician services to specific areas of California where there is a recognized unmet priority need. This program is intended to be implemented through contracts with accredited medical schools, teaching health centers, programs that train primary care physician's assistants, programs that train primary care nurse practitioners, programs that train registered nurses, hospitals, and other health care delivery systems based on per-student or per-resident capitation formulas. It is further intended by the

Legislature that the programs will be professionally and administratively accountable so that the maximum cost-effectiveness will be achieved in meeting the professional training standards and criteria set forth in this article and Article 2 (commencing with Section 128250).

§128205. As used in this article, and Article 2 (commencing with Section 128250), the following terms mean:

(a) "Family physician" means a primary care physician who is prepared to and renders continued comprehensive and preventative health care services to families and who has received specialized training in an approved family medicine residency for three years after graduation from an accredited medical school.

(b) "Primary care physician" means a physician who is prepared to and renders continued comprehensive and preventative health care services, and has received specialized training in the areas of internal medicine, obstetrics and gynecology, or pediatrics.

(c) "Associated" and "affiliated" mean that relationship that exists by virtue of a formal written agreement between a hospital or other health care delivery system and an approved medical school that pertains to the primary care or family medicine training program for which state contract funds are sought.

(d) "Commission" means the California Healthcare Workforce Policy Commission.

(e) "Programs that train primary care physician's assistants" means a program that has been approved for the training of primary care physician assistants pursuant to Section 3513 of the Business and Professions Code.

(f) "Programs that train primary care nurse practitioners" means a program that is operated by a California school of medicine or nursing, or that is authorized by the Regents of the University of California or by the Trustees of the California State University, or that is approved by the Board of Registered Nursing.

(g) "Programs that train registered nurses" means a program that is operated by a California school of nursing and approved by the Board of Registered Nursing, or that is authorized by the Regents of the University of California, the Trustees of the California State University, or the Board of Governors of the California Community Colleges, and that is approved by the Board of Registered Nursing.

(h) "Teaching health center" means a community-based ambulatory patient care center that operates a primary care residency program. Community-based ambulatory patient care settings include, but are not limited to, federally qualified health centers, community mental health centers, rural health clinics, health centers operated by the Indian Health Service, an Indian tribe or tribal organization, or an urban Indian organization, and entities receiving funds under Title X of the federal Public Health Service Act (Public Law 91-572).

§128207. Any reference in any code to the Health Manpower Policy Commission is deemed a reference to the California Healthcare Workforce Policy Commission.

§128210. There is hereby created a state medical contract program with accredited medical schools, teaching health centers, programs that train primary care physician's assistants, programs that train primary care nurse practitioners, programs that train registered nurses, hospitals, and other health care delivery systems to increase the number of students and residents receiving quality education and training in the primary care specialties of family medicine, internal medicine, obstetrics and gynecology, and pediatrics, or in nursing and to maximize the delivery of primary care and family physician services to specific areas of California where there is a recognized unmet priority need for those services.

§128215. There is hereby created a California Healthcare Workforce Policy Commission. The commission shall be composed of 15 members who shall serve at the pleasure of their appointing authorities:

- (a) Nine members appointed by the Governor, as follows:
 - (1) One representative of the University of California medical schools, from a nominee or nominees submitted by the University of California.
 - (2) One representative of the private medical or osteopathic schools accredited in California from individuals nominated by each of these schools.
 - (3) One representative of practicing family medicine physicians.
 - (4) One representative who is a practicing osteopathic physician or surgeon and who is board certified in either general or family medicine.
 - (5) One representative of undergraduate medical students in a family medicine program or residence in family medicine training.
 - (6) One representative of trainees in a primary care physician's assistant program or a practicing physician's assistant.
 - (7) One representative of trainees in a primary care nurse practitioners program or a practicing nurse practitioner.
 - (8) One representative of the Office of Statewide Health Planning and Development, from nominees submitted by the office director.
 - (9) One representative of practicing registered nurses.
- (b) Two consumer representatives of the public who are not elected or appointed public officials, one appointed by the Speaker of the Assembly and one appointed by the Chairperson of the Senate Committee on Rules.
- (c) Two representatives of practicing registered nurses, one appointed by the Speaker of the Assembly and one appointed by the Chairperson of the Senate Committee on Rules.
- (d) Two representatives of students in a registered nurse training program, one appointed by the Speaker of the Assembly and one appointed by the Chairperson of the Senate Committee on Rules.
- (e) The Deputy Director of the Healthcare Workforce Development Division in the Office of Statewide Health Planning and Development, or the deputy director's designee, shall serve as executive secretary for the commission.

§128220. The members of the commission, other than state employees, shall receive compensation of twenty-five dollars (\$25) for each day's attendance at a commission meeting, in addition to actual and necessary travel expenses incurred in the course of attendance at a commission meeting.

§128224. The commission shall identify specific areas of the state where unmet priority needs for dentists, physicians, and registered nurses exist.

§128225. The commission shall do all of the following:

- (a) Identify specific areas of the state where unmet priority needs for primary care family physicians and registered nurses exist.
- (b) (1) Establish standards for primary care and family medicine training programs, primary care and family medicine residency programs, postgraduate osteopathic medical programs in primary care or family medicine, and primary care physician assistants programs and programs that train primary care nurse practitioners, including appropriate provisions to encourage primary care physicians, family physicians, osteopathic family physicians, primary care physician's assistants, and primary care nurse practitioners who receive training in accordance with this article and Article 2 (commencing with Section 128250) to provide needed services in

areas of unmet need within the state. Standards for primary care and family medicine residency programs shall provide that all of the residency programs contracted for pursuant to this article and Article 2 (commencing with Section 128250) shall be approved by the Accreditation Council for Graduate Medical Education's Residency Review Committee for Family Medicine, Internal Medicine, Pediatrics, or Obstetrics and Gynecology. Standards for postgraduate osteopathic medical programs in primary care and family medicine, as approved by the American Osteopathic Association Committee on Postdoctoral Training for interns and residents, shall be established to meet the requirements of this subdivision in order to ensure that those programs are comparable to the other programs specified in this subdivision. Every program shall include a component of training designed for medically underserved multicultural communities, lower socioeconomic neighborhoods, or rural communities, and shall be organized to prepare program graduates for service in those neighborhoods and communities. Medical schools receiving funds under this article and Article 2 (commencing with Section 128250) shall have programs or departments that recognize family medicine as a major independent specialty. Existence of a written agreement of affiliation or association between a hospital and an accredited medical school shall be regarded by the commission as a favorable factor in considering recommendations to the director for allocation of funds appropriated to the state medical contract program established under this article and Article 2 (commencing with Section 128250). Teaching health centers receiving funds under this article shall have programs or departments that recognize family medicine as a major independent specialty.

(2) For purposes of this subdivision, "primary care" and "family medicine" includes the general practice of medicine by osteopathic physicians.

(c) Establish standards for registered nurse training programs. The commission may accept those standards established by the Board of Registered Nursing.

(d) Review and make recommendations to the Director of the Office of Statewide Health Planning and Development concerning the funding of primary care and family medicine programs or departments and primary care and family medicine residencies and programs for the training of primary care physician assistants and primary care nurse practitioners that are submitted to the Healthcare Workforce Development Division for participation in the contract program established by this article and Article 2 (commencing with Section 128250). If the commission determines that a program proposal that has been approved for funding or that is the recipient of funds under this article and Article 2 (commencing with Section 128250) does not meet the standards established by the commission, it shall submit to the Director of the Office of Statewide Health Planning and Development and the Legislature a report detailing its objections.

The commission may request the Office of Statewide Health Planning and Development to make advance allocations for program development costs from amounts appropriated for the purposes of this article and Article 2 (commencing with Section 128250).

(e) Review and make recommendations to the Director of the Office of Statewide Health Planning and Development concerning the funding of registered nurse training programs that are submitted to the Healthcare Workforce Development Division for participation in the contract program established by this article. If the commission determines that a program proposal that has been approved for funding or that is the recipient of funds under this article does not meet the standards established by the commission, it shall submit to the Director of the Office of Statewide Health Planning and Development and the Legislature a report detailing its objections. The commission may request the Office of Statewide Health Planning and Development to make advance allocations for program development costs from amounts appropriated for the purposes of this article.

(f) Establish contract criteria and single per-student and per-resident capitation formulas that shall determine the amounts to be transferred to institutions receiving contracts for the training

of primary care and family medicine students and residents and primary care physician's assistants and primary care nurse practitioners and registered nurses pursuant to this article and Article 2 (commencing with Section 128250), except as otherwise provided in subdivision (d). Institutions applying for or in receipt of contracts pursuant to this article and Article 2 (commencing with Section 128250) may appeal to the director for waiver of these single capitation formulas. The director may grant the waiver in exceptional cases upon a clear showing by the institution that a waiver is essential to the institution's ability to provide a program of a quality comparable to those provided by institutions that have not received waivers, taking into account the public interest in program cost-effectiveness. Recipients of funds appropriated by this article and Article 2 (commencing with Section 128250) shall, as a minimum, maintain the level of expenditure for family medicine or primary care physician's assistant or family care nurse practitioner training that was provided by the recipients during the 1973-74 fiscal year. Recipients of funds appropriated for registered nurse training pursuant to this article shall, as a minimum, maintain the level of expenditure for registered nurse training that was provided by recipients during the 2004-05 fiscal year. Funds appropriated under this article and Article 2 (commencing with Section 128250) shall be used to develop new programs or to expand existing programs, and shall not replace funds supporting current family medicine or registered nurse training programs. Institutions applying for or in receipt of contracts pursuant to this article and Article 2 (commencing with Section 128250) may appeal to the director for waiver of this maintenance of effort provision. The director may grant the waiver if he or she determines that there is reasonable and proper cause to grant the waiver.

(g) (1) Review and make recommendations to the Director of the Office of Statewide Health Planning and Development concerning the funding of special programs that may be funded on other than a capitation rate basis. These special programs may include the Development and funding of the training of primary health care teams of primary care and family medicine residents or primary care or family physicians and primary care physician assistants or primary care nurse practitioners or registered nurses, undergraduate medical education programs in primary care or family medicine, and programs that link training programs and medically underserved communities in California that appear likely to result in the location and retention of training program graduates in those communities. These special programs also may include the development phase of new primary care or family medicine residency, primary care physician assistant programs, primary care nurse practitioner programs, or registered nurse programs.

(2) The commission shall establish standards and contract criteria for special programs recommended under this subdivision.

(h) Review and evaluate these programs regarding compliance with this article and Article 2 (commencing with Section 128250). One standard for evaluation shall be the number of recipients who, after completing the program, actually go on to serve in areas of unmet priority for primary care or family physicians in California or registered nurses who go on to serve in areas of unmet priority for registered nurses.

(i) Review and make recommendations to the Director of the Office of Statewide Health Planning and Development on the awarding of funds for the purpose of making loan assumption payments for medical students who contractually agree to enter a primary care specialty and practice primary care medicine for a minimum of three consecutive years following completion of a primary care residency training program pursuant to Article 2 (commencing with Section 128250).

§128225.5. (a) The commission shall review and make recommendations to the Director of the Office of Statewide Health Planning and Development concerning the provision of grants

pursuant to this section. In making recommendations, the commission shall give priority to residency programs that demonstrate all of the following:

- (1) That the grant will be used to support new primary care physician slots.
 - (2) That priority in filling the position shall be given to physicians who have graduated from a California-based medical school.
 - (3) That the new primary care physician residency positions have been, or will be, approved by the Accreditation Council for Graduate Medical Education prior to the first distribution of grant funds.
- (b) The director shall do both of the following:
- (1) Determine whether the residency programs recommended by the commission meet the standards established by this section.
 - (2) Select and contract on behalf of the state with accredited primary care or family medicine residency programs for the purpose of providing grants for the support of newly created residency positions.
- (c) This section does not apply to funding appropriated in the annual Budget Act for the Song-Brown Health Care Workforce Training Act (Article 1 (commencing with Section 128200)).
- (d) This section shall be operative only if funds are appropriated in the Budget Act of 2014 for the purposes described in this section.
- (e) This section shall remain in effect only until January 1, 2018, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2018, deletes or extends that date.

§128230. When making recommendations to the Director of the Office of Statewide Health Planning and Development concerning the funding of primary care and family medicine programs or departments, primary care and family medicine residencies, and programs for the training of primary care physician assistants, primary care nurse practitioners, or registered nurses, the commission shall give priority to programs that have demonstrated success in the following areas:

- (a) Actual placement of individuals in medically underserved areas.
- (b) Success in attracting and admitting members of minority groups to the program.
- (c) Success in attracting and admitting individuals who were former residents of medically underserved areas.
- (d) Location of the program in a medically underserved area.
- (e) The degree to which the program has agreed to accept individuals with an obligation to repay loans awarded pursuant to the Health Professions Education Fund.

§128235. Pursuant to this article and Article 2 (commencing with Section 128250), the Director of the Office of Statewide Health Planning and Development shall do all of the following:

- (a) Determine whether primary care and family medicine, primary care physician's assistant training program proposals, primary care nurse practitioner training program proposals, and registered nurse training program proposals submitted to the California Healthcare Workforce Policy Commission for participation in the state medical contract program established by this article and Article 2 (commencing with Section 128250) meet the standards established by the commission.
- (b) Select and contract on behalf of the state with accredited medical schools, teaching health centers, programs that train primary care physician's assistants, programs that train primary care nurse practitioners, hospitals, and other health care delivery systems for the purpose of training undergraduate medical students and residents in the specialties of internal medicine, obstetrics and gynecology, pediatrics, and family medicine. Contracts shall be awarded to those institutions that best demonstrate the ability to provide quality education and training and to

retain students and residents in specific areas of California where there is a recognized unmet priority need for primary care family physicians. Contracts shall be based upon the recommendations of the commission and in conformity with the contract criteria and program standards established by the commission.

(c) Select and contract on behalf of the state with programs that train registered nurses. Contracts shall be awarded to those institutions that best demonstrate the ability to provide quality education and training and to retain students and residents in specific areas of California where there is a recognized unmet priority need for registered nurses. Contracts shall be based upon the recommendations of the commission and in conformity with the contract criteria and program standards established by the commission.

(d) Terminate, upon 30 days' written notice, the contract of any institution whose program does not meet the standards established by the commission or that otherwise does not maintain proper compliance with this part, except as otherwise provided in contracts entered into by the director pursuant to this article and Article 2 (commencing with Section 128250).

§128240. The Director of the Office of Statewide Health Planning and Development shall adopt, amend, or repeal regulations as necessary to enforce this article and Article 2 (commencing with Section 128250), which shall include criteria that training programs must meet in order to qualify for waivers of single capitation formulas or maintenance of effort requirements authorized by Section 128250. Regulations for the administration of this chapter shall be adopted, amended, or repealed as provided in Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code.

§128240.1. The department shall adopt emergency regulations, as necessary to implement the changes made to this article by the act that added this section during the first year of the 2005-06 Regular Session, no later than September 30, 2005, unless notification of a delay is made to the Chair of the Joint Legislative Budget Committee prior to that date. The adoption of regulations implementing the applicable provisions of this act shall be deemed to be an emergency and necessary for the immediate preservation of the public peace, health, safety, or general welfare. The emergency regulations authorized by this section shall be submitted to the Office of Administrative Law for filing with the Secretary of State and shall remain in effect for no more than 180 days, by which time the final regulations shall be developed.

§128241. The Office of Statewide Health Planning and Development shall develop alternative strategies to provide long-term stability and non-General Fund support for programs established pursuant to this article. The office shall report on these strategies to the legislative budget committees by February 1, 2005.

Attachment C: Family Nurse Practitioner Training Program Standards

(Revised 5/13/1998)

1. Each Family Nurse Practitioner Training Program approved for funding under the Song-Brown Health Care Workforce Training Act (hereinafter “the Act”) shall be operated by an accredited California School of Medicine or an accredited California School of Nursing or shall be approved by the Regents of the University of California or by the Trustees of the California State University and Colleges, or shall be approved by the Board of Registered Nursing pursuant to Section 2834-2837, Article 8, Chapter 6, Div. 2, of the Business and Professions Code.
2. Each Family Nurse Practitioner Training Program approved for funding under the Act shall include a component of training in medically underserved multi-cultural communities, lower socioeconomic neighborhoods, or rural communities, and shall be organized to prepare primary care nurse practitioners for service in such neighborhoods or communities.
3. Appropriate strategies shall be developed by each training institution receiving funds under the Act to encourage Primary Care Nurse Practitioners who are trained in the training program funded by the Act to enter into practice in areas of unmet priority need for primary care family physicians within California as defined by the Healthcare Workforce Policy Commission (hereinafter referred to as “areas of need”). Such strategies shall incorporate the following elements:
 - a. An established procedure to identify, recruit, and admit primary care nurse practitioner trainees who possess characteristics which would suggest a predisposition to practice in areas of need, and who express a commitment to serve in areas of need.
 - b. An established counseling and placement program designed to encourage training program graduates to enter practice in areas of need.
 - c. A program component such as a preceptorship experience in an area of need, which will enhance the potential of training program graduates to practice in such an area.

Attachment D: Primary Care Physician Assistant Training Program Standards

(Revised 5/13/1998)

1. Each Primary Care Physician Assistant Training Program approved for funding under the Song-Brown Health Care Workforce Training Act (hereinafter “the Act”) shall meet the standards set forth by the Medical Board of California for the training of Assistants to the Primary Care Physician pursuant to Section 3500, Chapter 7.7, Div. 2 of the Business and Professions Code and to Section 1399.500, Article 1-7, Div. 13.8, Physician Assistant Examining Committee of the Medical Board of California, Title 16 of the California Code of Regulations.
2. Each Primary Care Physician Assistant Training Program approved for funding under the Act shall include a component of training in medically underserved multicultural communities, lower socioeconomic neighborhoods, or rural communities, and shall be organized to prepare primary care physician assistants for service in such neighborhoods or communities.
3. Appropriate strategies shall be developed by each training institution receiving funds under the Act to encourage Primary Care Physician Assistants who are trained in the training program funded by the Act to enter into practice in areas of unmet priority need for primary care family physicians within California as defined by the Healthcare Workforce Policy Commission (hereinafter referred to as “areas of need”). Such strategies shall incorporate the following elements:
 - a. An established procedure to identify, recruit, and admit primary care physician assistant trainees who possess characteristics which would suggest a predisposition to practice in areas of need, and who express commitment to serve in areas of need.
 - b. An established counseling and placement program designed to encourage training program graduates to enter practice in areas of need.
 - c. A program component such as a preceptorship experience in an area of need, which will enhance the potential of training program graduates to practice in such an area.

Attachment E: Song-Brown Program Funding Meeting Presentation Guidelines

The following are guidelines for consideration as applicants present their pipeline program information to the California Healthcare Workforce Policy Commission (Commission).

Time

Presentations are to be a maximum of 10 minutes, not including a question and answer period from the Commission.

Presenters

The program should limit the number of presenters, preferably to one representative that can respond to Commission member's questions regarding pipeline program activities.

Presentation Content

Presenters must include the following information in their presentation:

- Presenter's name, title, and institution.
- Brief summary of the program, including the type of program (i.e., Family Nurse Practitioner or Physician Assistant), and its mission.
- How the program's pipeline activities aim to address key Song-Brown objectives (i.e., recruiting underrepresented minorities, expanding access to primary care, training in underserved areas, graduate retention in underserved areas).
- Outcomes data for any current pipeline programs.

Presentation Guidelines

- Do not submit new information regarding applications during the presentation, please focus on program pipeline activities.
- Presenters may use audio or visual aids during the presentation. Presenters are responsible for presentation aids. Presenters must submit PowerPoint presentations, if any, seven days prior to the meeting to SongBrown@oshpd.ca.gov.

Attachment F: California Healthcare Workforce Policy Commission Definitions

American Indian, Native American or Alaska Native means persons having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community association.

Asian means persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, for example, Cambodia, China, Indonesia, Japan, Korea, Laos, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black, African American or African means persons having origins in any of the black racial groups of Africa.

Hispanic or Latino means persons of Cuban, Mexican, Puerto Rican, Central or South American or other Spanish culture or origin regardless of race.

Native Hawaiian or Other Pacific Islander means persons having origins in any of the original peoples of Hawaii, Fiji, Guam, Samoa, Tonga, or other Pacific Islands.

White/Caucasian, European/Middle Eastern means persons having origins in any of the original peoples of Europe, the Middle East, or North Africa.

Other means persons of any race or ethnicity not identified as American Indian, Native American or Alaska Native, Asian, Black, African American or African, Hispanic or Latino, Native Hawaiian or Other Pacific Islander, and White/Caucasian, or European/Middle Eastern.

Underrepresented Minority (URM) refers to racial and ethnic populations that are underrepresented in the health professions relative to their numbers in the total population under consideration. In most instances, this will include Black, African-American or African, Hispanic or Latino, American Indian, Native American or Alaskan native, Native Hawaiian or other Pacific Islander, and Asian other than Chinese, Filipino, Japanese, Korean, Malaysian, Pakistani, Asian Indian, and Thai.

Attachment G: Sample Family Nurse Practitioner Grant Agreement

GRANT AGREEMENT BETWEEN THE
OFFICE OF STATEWIDE HEALTH PLANNING & DEVELOPMENT AND
<<Contractor>>
SONG-BROWN PROGRAM GRANT AGREEMENT NUMBER <<Agreement Number>>

THIS GRANT AGREEMENT ("Agreement") is entered into on 06/30/2020 ("Effective Date") by and between the State of California, Office of Statewide Health Planning and Development (hereinafter "OSHPD") and <<Contractor>> (collectively the "Grantee").

WHEREAS, OSHPD is authorized by Song-Brown Health Care Workforce Training Act, Section 128225 to issue grants for the purpose of supporting programs that train family and primary care physicians, osteopathic family physicians, primary care physician assistants, registered nurses and primary care nurse practitioners to provide needed services in areas of unmet need within the state.

WHEREAS Grantee applied to participate in the Song-Brown Health Care Workforce Training Program, by submitting an application in response to the 2019 Song-Brown FNP/PA Capitation Application.

WHEREAS Grantee was selected by OSHPD to receive grant funds for the purpose of administering such grants.

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

A. Definitions:

1. "Act" means the Song-Brown Health Care Workforce Training Act, Health and Safety Code, Sections 128200, et. seq.
2. "Application" means the grant application/proposal submitted by Grantee.
3. "Commission" means the California Healthcare Workforce Policy Commission.
4. "Director" means the Director of the Office of Statewide Health Planning and Development or his designee.
5. "Grant Agreement/Grant Number" means Grant Number <<agreement number>> awarded to Grantee.
6. "Grantee" means the fiscally responsible entity in charge of administering the Grant Funds and includes the Program identified on the Grant Application.
7. "Grant Funds" means the money provided by OSHPD for the Project described by Grantee in its Application and Scope of Work.
8. "Other Sources of Funds" means all cash, donations, or in-kind contributions that are required or used to complete the Project beyond the grant funds provided by this Grant Agreement.
9. "Program" means the Grantee's training program(s) listed on the Grant Application.
10. "Program Director" means the Director of Grantee's training program(s) for which grant funds are being awarded.
11. "Project" means the activity described in the Grantee's Application and Scope of Work to be accomplished with the Grant Funds.

12. "State" means the State of California and includes all its Departments, Agencies, Committees and Commissions.
 13. "Training Institution" means the Grantee.
- B. Term of the Agreement: This Agreement shall take effect on 06/30/2020 and shall terminate on 08/15/2021.
- C. Scope of Work: Grantee agrees to the Scope of Work as set forth herein. In the event of a conflict between the provisions of this section and the Grantee's Application, the provisions of this Scope of Work Section shall prevail:
1. Comply with the Family Nurse Practitioner Standards adopted by the California Healthcare Workforce Policy Commission as amended from time to time.
 2. Under the direction of the Program Director, use Grant Funds to provide family nurse practitioner training for <<number of students>> students in the 2020/21 Academic Year.
- D. Invoicing:
1. For services satisfactorily rendered in accordance with the Scope of Work, and upon receipt and approval of the certifications as specified in subsection (3) hereunder. OSHPD agrees to compensate Grantee in accordance with the rates specified herein.
 2. The total amount payable to the Grantee under this Agreement shall not exceed <<award amount>>.
 3. Certifications shall include the Agreement Number, the names of the student(s) trained under this Agreement, a signature by the Program Director certifying that each student was engaged in activities authorized by this Agreement, and shall be submitted for payment on a quarterly basis in arrears to:

Song-Brown Training Program Administrator
SongBrown@oshpd.ca.gov
 4. Additional information may be requested by OSHPD during the term of the Grant Agreement and/or upon reviewing the Final Report.

E. Budget Detail and Payment Provisions:

1. Budget Detail:

OSHDPD shall reimburse Grantee for the expenses incurred in performing the Scope of Work in accordance with the following schedule:

Academic Year	Payment Term	Capitation Rate	Number of Students	Total Award
2020-2021	6/30/2020–6/29/2021	\$12,000 per student	<<number of students>>	<<award amount>>

F. Accounting Records and Audits: Grantee shall comply with the following reporting requirements established by the Commission, as amended from time to time:

1. Accounting: Accounting for grant funds will be in accordance with the training institution's accounting practices based on generally accepted accounting principles consistently applied regardless of the source of funds. Supporting records must be in sufficient detail to show the exact amount and nature of expenditures.

Training institutions may elect to commingle grant funds received pursuant to the Agreement with any other income available for operation of the nursing education program provided that the institution maintains such written fiscal control and accounting procedures as are necessary to assure proper disbursement of, and accounting for, such commingled funds, including provisions for:

- a. The accurate and timely separate identification of funds received;
 - b. The separate identification of expenditures prohibited by the grant criteria;
 - c. An adequate record of proceeds from the sale of any equipment purchased by funds.
2. Expenditure Reporting: Reports of the training program expenditures and enrollment of nursing students under the Agreement must be submitted as requested by the Commission or the OSHDPD Director for purposes of program administration, evaluation, or review.
 3. Records Retention and Audit:
 - a. The training institution shall permit the OSHDPD Director, or the California State Auditor, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its nursing education program for the purpose of audit and examination.
 - b. The training institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this grant (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.

- c. The training institution agrees to make available at the office of the training institution at all reasonable times during the period set forth in subparagraph (d) below any of the records for inspection, audit, or reproduction by an authorized representative of the State.
- d. The training institution shall preserve and make available its records (a) for a period of three (3) years from the date of final payment under this Agreement, and (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by subparagraph (i) or (ii) below:
 - i. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - ii. Records which relate to (i) litigation of the settlement of claims arising out of the performance of this Agreement, or (ii) costs and expenses of this Agreement as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the training institution until disposition of such appeals, litigation, claims, or exceptions.

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. General Terms and Conditions:

1. Time: 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.
3. Ownership and Public Records Act: All reports and the supporting documentation and data collected during the funding period which are embodied in those reports, shall become the property of the State and subject to the Public Records Act.

4. **Additional Audits:** Grantee agrees that the awarding department, the Department of General Services, the California 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. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. 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, 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. Contract Code §10115 et seq., Cal. Code Regs. Tit. 2, Section 1896).

5. **Independent Contractor:** Grantee and the agents and employees of 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. **Non-Discrimination Clause:** During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. 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.
7. **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 subsequent breach by the Grantee. OSHPD expressly reserves the right to disqualify Grantee from any future grant awards for failure to comply with the terms of this Agreement.
8. **Approval:** This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.
9. **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.
10. **Assignment:** This Agreement is not assignable by the Grantee, either in whole or in part.

11. 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 and all Grantee's subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and 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.
12. 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 Song-Brown Program Manager. If unresolved, the problem shall be presented, in writing, as a grievance to the Deputy Director, Healthcare Workforce Development Division stating the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought.
 - b. The Deputy Director shall make a determination within ten (10) working days after receipt of the written grievance from the Grantee and shall respond in writing to the Grantee indicating the decision and reasons for it.
 - c. Grantee may appeal the decision of the Deputy Director by submitting written notice to the Director of its intent to appeal, within ten (10) working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the Grantee within twenty (20) working days of receipt of the Grantee's letter. The Director's decision will be final.
13. Termination for Cause: 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.
14. Potential Subcontractors: Nothing contained in this Agreement shall create any contractual relation between the State and the Grantee or any subcontractors, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for any and all acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from OSHPD's obligation to disburse funds to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any money to any subcontractor.
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. Use of Funds: The funding established pursuant to this act shall be utilized to expand primary care services. These funds shall not be used to supplant existing state or local funds to provide primary care services.

Project Representatives: The project representatives during the term of this agreement are listed below. Direct all contract inquiries to:

State Agency: Office of Statewide Health Planning and Development	Grantee: <<Contractor>>
Section/Unit: Healthcare Workforce Development Division/Song-Brown	
Name: Kara Hetrick	Name (Main Contact):
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Address:
Phone: 916-326-3723	Phone:
Email: SongBrown@oshpd.ca.gov	Email:

The project representatives during the term of this Agreement will be:

State Agency: Office of Statewide Health Planning and Development	Program Representative:
Section/Unit: Healthcare Workforce Development Division/Song-Brown	
Name: Kara Hetrick	Name of Representative:
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Address:
Phone: 916-326-3723	Phone:
Email: SongBrown@oshpd.ca.gov	Email:

IN WITNESS WHEREOF, the parties hereto have executed or have caused their duly authorized officers to execute this Agreement as of 06/30/2020.

OFFICE OF STATEWIDE HEALTH
PLANNING AND DEVELOPMENT

GRANTEE: <<Contractor>>

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment H: Sample Primary Care Physician Assistant Grant Agreement

GRANT AGREEMENT BETWEEN THE
OFFICE OF STATEWIDE HEALTH PLANNING & DEVELOPMENT AND
<<Contractor>>
SONG-BROWN PROGRAM GRANT AGREEMENT NUMBER <<Agreement Number>>

THIS GRANT AGREEMENT ("Agreement") is entered into on 06/30/2020 ("Effective Date") by and between the State of California, Office of Statewide Health Planning and Development (hereinafter "OSHPD") and <<Contractor>> (collectively the "Grantee").

WHEREAS, OSHPD is authorized by Song-Brown Health Care Workforce Training Act, Section 128225 to issue grants for the purpose of supporting programs that train family and primary care physicians, osteopathic family physicians, primary care physician assistants, registered nurses and primary care nurse practitioners to provide needed services in areas of unmet need within the state.

WHEREAS Grantee applied to participate in the Song-Brown Health Care Workforce Training Program, by submitting an application in response to the 2019 Song-Brown FNP/PA Capitation Application.

WHEREAS Grantee was selected by OSHPD to receive grant funds for the purpose of administering such grants.

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

A. Definitions:

1. "Act" means the Song-Brown Health Care Workforce Training Act, Health and Safety Code, Sections 128200, et. seq.
2. "Application" means the grant application/proposal submitted by Grantee.
3. "Commission" means the California Healthcare Workforce Policy Commission.
4. "Director" means the Director of the Office of Statewide Health Planning and Development or his designee.
5. "Grant Agreement/Grant Number" means Grant Number <<agreement number>> awarded to Grantee.
6. "Grantee" means the fiscally responsible entity in charge of administering the Grant Funds and includes the Program identified on the Grant Application.
7. "Grant Funds" means the money provided by OSHPD for the Project described by Grantee in its Application and Scope of Work.
8. "Other Sources of Funds" means all cash, donations, or in-kind contributions that are required or used to complete the Project beyond the grant funds provided by this Grant Agreement.
9. "Program" means the Grantee's training program(s) listed on the Grant Application.
10. "Program Director" means the Director of Grantee's training program(s) for which grant funds are being awarded.
11. "Project" means the activity described in the Grantee's Application and Scope of Work to be accomplished with the Grant Funds.

12. "State" means the State of California and includes all its Departments, Agencies, Committees and Commissions.
 13. "Training Institution" means the Grantee.
- B. Term of the Agreement: This Agreement shall take effect on 06/30/2020 and shall terminate on 08/15/2021.
- C. Scope of Work: Grantee agrees to the Scope of Work as set forth herein. In the event of a conflict between the provisions of this section and the Grantee's Application, the provisions of this Scope of Work Section shall prevail:
1. Comply with the Physician Assistant Standards adopted by the California Healthcare Workforce Policy Commission as amended from time to time.
 2. Under the direction of the Program Director, use Grant Funds to provide physician assistant training for <<number of students>> students in the 2020/21 Academic Year.
- D. Invoicing:
1. For services satisfactorily rendered in accordance with the Scope of Work, and upon receipt and approval of the certifications as specified in subsection (3) hereunder. OSHPD agrees to compensate Grantee in accordance with the rates specified herein.
 2. The total amount payable to the Grantee under this Agreement shall not exceed <<award amount>>.
 3. Certifications shall include the Agreement Number, the names of the student(s) trained under this Agreement, a signature by the Program Director certifying that each student was engaged in activities authorized by this Agreement, and shall be submitted for payment on a quarterly basis in arrears to:

Song-Brown Training Program Administrator
SongBrown@oshpd.ca.gov
 4. Additional information may be requested by OSHPD during the term of the Grant Agreement and/or upon reviewing the Final Report.

E. Budget Detail and Payment Provisions:

1. Budget Detail:

OSHPD shall reimburse Grantee for the expenses incurred in performing the Scope of Work in accordance with the following schedule:

Academic Year	Payment Term	Capitation Rate	Number of Students	Total Award
2020-2021	6/30/2020– 6/29/2021	\$12,000 per student	<<number of students>>	<<award amount>>

F. Accounting Records and Audits: Grantee shall comply with the following reporting requirements established by the Commission, as amended from time to time:

1. Accounting: Accounting for grant funds will be in accordance with the training institution's accounting practices based on generally accepted accounting principles consistently applied regardless of the source of funds. Supporting records must be in sufficient detail to show the exact amount and nature of expenditures.

Training institutions may elect to commingle grant funds received pursuant to the Agreement with any other income available for operation of the physician assistant program provided that the institution maintains such written fiscal control and accounting procedures as are necessary to assure proper disbursement of, and accounting for, such commingled funds, including provisions for:

- a. The accurate and timely separate identification of funds received;
 - b. The separate identification of expenditures prohibited by the grant criteria;
 - c. An adequate record of proceeds from the sale of any equipment purchased by funds.
2. Expenditure Reporting: Reports of the training program expenditures and enrollment of physician assistant students under the Agreement must be submitted as requested by the Commission or the OSHPD Director for purposes of program administration, evaluation, or review.
 3. Records Retention and Audit:
 - a. The training institution shall permit the OSHPD Director, or the California State Auditor, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its physician assistant education program for the purpose of audit and examination.
 - b. The training institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this grant (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever

nature for which reimbursement is claimed under the provisions of this Agreement.

- c. The training institution agrees to make available at the office of the training institution at all reasonable times during the period set forth in subparagraph (d) below any of the records for inspection, audit, or reproduction by an authorized representative of the State.
- d. The training institution shall preserve and make available its records (a) for a period of three (3) years from the date of final payment under this Agreement, and (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by subparagraph (i) or (ii) below:
 - i. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - ii. Records which relate to (i) litigation of the settlement of claims arising out of the performance of this Agreement, or (ii) costs and expenses of this Agreement as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the training institution until disposition of such appeals, litigation, claims, or exceptions.

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. General Terms and Conditions:

1. Time: 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.
3. Ownership and Public Records Act: All reports and the supporting documentation and data collected during the funding period which are embodied in those reports, shall become the property of the State and subject to the Public Records Act.

4. **Additional Audits:** Grantee agrees that the awarding department, the Department of General Services, the California 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. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. 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, 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. Contract Code §10115 et seq., Cal. Code Regs. Tit. 2, Section 1896).

5. **Independent Contractor:** Grantee and the agents and employees of 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. **Non-Discrimination Clause:** During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. 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.
7. **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 subsequent breach by the Grantee. OSHPD expressly reserves the right to disqualify Grantee from any future grant awards for failure to comply with the terms of this Agreement.
8. **Approval:** This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.
9. **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.
10. **Assignment:** This Agreement is not assignable by the Grantee, either in whole or in part.

11. 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 and all Grantee's subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and 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.

12. 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 Song-Brown Program Manager. If unresolved, the problem shall be presented, in writing, as a grievance to the Deputy Director, Healthcare Workforce Development Division stating the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought.
- b. The Deputy Director shall make a determination within ten (10) working days after receipt of the written grievance from the Grantee and shall respond in writing to the Grantee indicating the decision and reasons for it.
- c. Grantee may appeal the decision of the Deputy Director by submitting written notice to the Director of its intent to appeal, within ten (10) working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the Grantee within twenty (20) working days of receipt of the Grantee's letter. The Director's decision will be final.

13. Termination for Cause: 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.

14. Potential Subcontractors: Nothing contained in this Agreement shall create any contractual relation between the State and the Grantee or any subcontractors, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for any and all acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from OSHPD's obligation to disburse funds to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any money to any subcontractor.

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. Use of Funds: The funding established pursuant to this act shall be utilized to expand primary care services. These funds shall not be used to supplant existing state or local funds to provide primary care services.

- I. Project Representatives: The project representatives during the term of this agreement are listed below. Direct all contract inquiries to:

State Agency: Office of Statewide Health Planning and Development	Grantee: <<Contractor>>
Section/Unit: Healthcare Workforce Development Division/Song-Brown	
Name: Kara Hetrick	Name (Main Contact):
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Address:
Phone: 916-326-3723	Phone:
Email: SongBrown@oshpd.ca.gov	Email:

The project representatives during the term of this Agreement will be:

State Agency: Office of Statewide Health Planning and Development	Program Representative:
Section/Unit: Healthcare Workforce Development Division/Song-Brown	
Name: Kara Hetrick	Name of Representative:
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Address:
Phone: 916-326-3723	Phone:
Email: SongBrown@oshpd.ca.gov	Email:

IN WITNESS WHEREOF, the parties hereto have executed or have caused their duly authorized officers to execute this Agreement as of 06/30/2020.

OFFICE OF STATEWIDE HEALTH
PLANNING AND DEVELOPMENT

GRANTEE: <<Contractor>>

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____