

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 2021-22

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 before receiving funds. The Office of Statewide Health Planning and Development will not make changes to the terms and conditions specified in this Grant Guide.

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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 its programs. 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 groups in medicine 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. 2of 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

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

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

2. Available Funding

Grant awards are limited to the funds specified in the State Budget Act of 2021. 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.

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. Grant Questions and Answers

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

D. Initiating an Application

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

Applicants must register and submit all applications through the web-based eApp, <u>https://eapp.oshpd.ca.gov/funding/</u>.

You must register as a new user or enter an existing username and password. The eApp Technical Assistance Guide contains eApp information, including how to register and complete your application. Refer to Section M for more information.

E. 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.

F. Evaluation and Scoring Procedures

1. 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 and scoring criteria. The most competitive applicants are those most consistent with the intent of the grant opportunity.

If, in the opinion of OSHPD, an application contains false or misleading information, or provides 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 funded to an applicant. An applicant may not change its application after the application deadline.

2. Evaluation and Scoring

OSHPD will calculate a quantitative score for each application using the information provided in the application. OSHPD calculates scores for Evaluation Criteria 1.1, 1.2, 1.3, and 2.2 in two parts, by percentage and on a bell curve. To see how OSHPD calculates these scores, see the Song Brown FNP/PA Resources document titled Song-Brown Scoring Process at https://oshpd.ca.gov/loans-scholarships-grants/song-brown/.

3. Presentations

After reviewing and scoring applications, Song-Brown staff will identify a select number of programs to present to the Commission at the November 2021 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 scores. Song-Brown encourages all applicants to attend the Commission meeting. Meeting attendance is voluntary and provides a valuable opportunity for programs to learn from presenters and engage in any discussions related to future funding. The meeting also provides an opportunity to address the Commission, if desired, and answer any questions the Commission might have.

G. 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.

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.
- OSHPD does not accept alternate grant agreement language from a prospective Grantee. OSHPD will consider an application with such language to be a counteroffer and will reject it. OSHPD will not negotiate the terms and conditions outlined in Attachment E and F: 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 Grant Guide.
- 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 Agreement Deliverables and Payment Provisions

- Grantees will enter into a one-year agreement.
- OSHPD does not allow indirect costs for FNP/PA grants.
- 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.
- OSHPD will withhold the final quarterly payment due to the Grantee under this agreement until OSHPD has received and approved the Final Report.
- All Grantees must submit the Final Report within 60 days of the end of grant term.
- The Final Report must contain detailed expenditures on the Final Report template that OSHPD will provide.
- If, upon reviewing the Final Report, OSHPD finds the Grantee did not meet all deliverables and/or expend all funds, OSHPD will request the remittance of those funds from the Grantee.

J. Resources

OSHPD will provide a Technical Assistance Guide to assist you in completing and submitting an application. The Song-Brown Scoring Process Guide and the Glossary of Terms are additional resources. For information see <u>https://oshpd.ca.gov/loans-</u> <u>scholarships-grants/grants/song-brown/#Family</u>.

K. Key Dates

The key dates for the program year are as follows:

| Key Events | Dates and Times |
|-------------------------|------------------------------|
| Application opens | June 16, 2021 at 3:00 p.m. |
| Application closes | July 16, 2021 at 3:00 p.m. |
| Funding Meeting/ | November 16–17, 2021 |
| presentations/awards | |
| Notice sent to awardees | November 30, 2021 |
| Grant term | July 1, 2022–August 31, 2023 |

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 OSHPD staff 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 Data
- 8. Graduate Data
- 9. Required Documents
- 10. 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 <u>https://eapp.oshpd.ca.gov/funding/</u>. To ensure proper functionality in the eApp, use the Internet Explorer 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 <u>SongBrown@oshpd.ca.gov</u> for OSHPD to assign their account the "Program Director" role. Only accounts designated as "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 as a Grant Preparer. 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. Application Submission

- 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 K, 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.

N. Department Contact

For questions related to Song-Brown and the eApp, please email Song-Brown staff at <u>songbrown@oshpd.ca.gov</u>.

O. Thank You!

Thank you for your interest in applying for Song-Brown program funding and for your continued efforts to educate and train students for practice in underserved areas.

| 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 graduates underrepresented in medicine | 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 | eApp Page |
| 1 | Percent and number of students underrepresented in medicine | 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: Family Nurse Practitioner Training Program Standards Version: May 13, 1998

- 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 or need, which will enhance the potential of training program graduates to practice in such an area.

Attachment C: Primary Care Physician Assistant Training Program Standards Version: May 13, 1998

- 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.
- 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 D: Song-Brown 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 Groups in Medicine (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 E: Sample Family Nurse Practitioner (FNP) Grant Agreement

GRANT AGREEMENT BETWEEN THE OFFICE OF STATEWIDE HEALTH PLANNING & DEVELOPMENT AND [CONTRACTOR NAME], [PROGRAM NAME] SONG-BROWN PROGRAM GRANT AGREEMENT NUMBER [GRANT AGREEMENT NUMBER]

THIS GRANT AGREEMENT ("Agreement") is entered into on [Agreement Start Date] ("Effective Date") by and between the State of California, Office of Statewide Health Planning and Development (hereinafter "OSHPD") and [Contractor Name], [Program Name] (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 primary care 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 [Application Year] Song-Brown FNP 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. "Director" means the Director of the Office of Statewide Health Planning and Development or his/her designee.
- 4. "Deputy Director" means the Deputy Director of the Healthcare Workforce Development Division (HWDD) or his/her designee.
- 5. "Grant Agreement/Grant Number" means Grant Number [Grant 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. "Program Manager" means the OSHPD manager responsible for the grant program.
- 12. "Project" means the activity described in the Grantee's Application and Scope of Work to be accomplished with the Grant Funds.
- 13. "State" means the State of California and includes all its Departments, Agencies, Committees, and Commissions.
- 14. "Training Institution" means the Grantee.
- B. Term of the Agreement: This Agreement shall take effect on [Agreement Start Date] and shall terminate on [Agreement End Date].
- 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 latest version of the Family Nurse Practitioner Standards, Version: [Month-Day-Year].
 - 2. Under the direction of the Program Director, use Grant Funds to provide family nurse practitioner training for [Number of Students] students for a one-year cycle beginning [Agreement Start Date] and ending [Agreement End Date].
- D. Final Report: Grantee shall complete and submit a Final Report within 60 days of the end of the payment year but no later than the end of the Agreement Term using the online forms that OSHPD provides, located at <u>https://eapp.oshpd.ca.gov/funding</u>.
- E. 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 inaccordance with the rates specified herein.
 - 2. The total amount payable to the Grantee under this Agreement shall not exceed [Total 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 electronically for payment on a quarterly basis in arrears using the online forms that OSHPD provides, located at https://eapp.oshpd.ca.gov/funding.

- 4. OSHPD will withhold the final quarterly payment due to the Grantee under this Agreement until all required reports are submitted to OSHPD and approved. Additional information may be requested by OSHPD during the term of the Grant Agreement and/or upon reviewing the Final Report. OSHPD will notify the Grantee of approval in writing.
- F. Budget Detail and Payment Provisions:

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 |
|------------------|-------------------------|-------------------------|-----------------------|-------------------|
| 2022-2023 | 7/01/2022- 6/30/2023 | \$12,000 per student | [number of students] | [award amount] |

- G. Accounting Records and Audits: Grantee shall comply with the following reporting requirements established by OSHPD, as amended from time to time:
 - 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 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 students under the Agreement must be submitted as requested by OSHPD 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 nursing 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 for a period of three 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:
 - e. 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.
 - f. 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.
- H. Budget Contingency Clause:
 - 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.
 - 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.

- I. Budget Adjustments:
 - 1. Budget adjustments consist of a change within the approved budget that does not amend the total amount of the grant.
 - 2. All requests to change the budget shall be submitted in writing for OSHPD approval and shall include an explanation for the reallocation of funds by the Grantee. An accounting of how the funds were expended will also be submitted with the Final Report.
 - 3. All requests for extending the grant period shall be submitted in writing to OSHPD for approval. Requests for a time extension must be made to OSHPD no later than 90 calendar days prior to the expiration of the Agreement. There shall be no activity on an Agreement after its expiration.
- J. 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 thisAgreement. 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 RecordsAct (GC 6250 et seq. code).
 - 4. Audits: The Grantee agrees that OSHPD, the Department of General Services, the State Auditor, or their designated representative shall have the right to reviewand to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit 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.
 - 5. Independence from the State: 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 (See Cal. Code Regs., title 2, section 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, 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. 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. 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, without the consent of the State in the form of a formal written amendment.
- 11. 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.
- 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, 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 shall respond in writing to the Grantee indicating the decision and reasons for it.
 - c. Within ten working days of receipt of the Deputy Director's decision, the Grantee may appeal the decision of the Deputy Director by submitting a written appeal to the Chief Deputy Director stating why the Grantee does not agree with the Deputy Director's decision. 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.
- 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. Grantee shall return any Agreement Funds that were previously provided to Grantee for use after the termination date.

If all grant funds have not been expended upon completion of the Agreement term, OSHPD will request the remittance of all unexpended funds. If OSHPD determines that improper payments have been made to Grantee, OSHPD will request disgorgement of all disallowed costs. Grantee may dispute disallowed costs in accordance with Section J, Paragraph 12. Grantee will submit a check or warrant for the amount due within 60 days of the Grantee's receipt of OSHPD's disgorgement request or 30 days from the Grantee's receipt of OSHPD's last Dispute decision. If Grantee fails to remit payment, OSHPD may withhold the amount due from any future grant payments.

- 14. Grantee's Subcontractors: Nothing contained in this Agreement shall create any contractual relationship 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 State'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 inaccordance 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.
- K. 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 | Grantee: [Contractor Name], [Training |
|--|--|
| Development Section/Unit: | Program] |
| Healthcare Workforce Development | |
| Division/Song-Brown | |
| Name: | Name (Main Contact): |
| [OSHPD Assigned Analyst] | [Contract Representative] |
| Grants Administrator | [Contract Title] |
| Address: | Address: |
| 2020 West El Camino Avenue, Suite 1222 | [Contractor Address] |
| Sacramento, CA 95833 | |
| Phone: | Phone: |
| [Analyst Phone Number] | [Contractor Phone Number] |
| Email: | Email: |
| songbrown@oshpd.ca.gov | [Contractor Email] |

The Project Representatives during the term of this Agreement will be:

| State Agency: Office of Statewide Health Planning and Development | Program Representative: [Training Program Name] |
|---|--|
| Section/Unit: Healthcare Workforce Development | |
| Division/Song-Brown | |
| Name: | Name of Representative: |
| [OSHPD Assigned Analyst] | [Program Representative] |
| Grants Administrator | [Program Title] |
| Address: | Address: |
| 2020 West El Camino Avenue, Suite 1222 | [Program Address] |
| Sacramento, CA 95833 | |
| Phone: | Phone: |
| [Analyst Phone Number] | [Program Phone Number] |
| Email: | Email: |
| songbrown@oshpd.ca.gov | [Program Email] |

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of [Agreement Start Date].

| [GRANTEE] |
|------------|
| Signature: |
| Name: |
| Title: |
| Date: |
| |

Attachment F: Sample Primary Care Physician Assistant (PA) Grant Agreement

GRANT AGREEMENT BETWEEN THE OFFICE OF STATEWIDE HEALTH PLANNING & DEVELOPMENT AND [CONTRACTOR NAME], [PROGRAM NAME] SONG-BROWN PROGRAM GRANT AGREEMENT NUMBER [GRANT AGREEMENT NUMBER]

THIS GRANT AGREEMENT ("Agreement") is entered into on [Agreement Start Date] ("Effective Date") by and between the State of California, Office of Statewide Health Planning and Development (hereinafter "OSHPD") and [Contractor Name], [Program Name] [Specialty] (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 primary care 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 [Application Year] Song-Brown 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. "Director" means the Director of the Office of Statewide Health Planning and Development or his/her designee.
 - 4. "Deputy Director" means the Deputy Director of the Healthcare Workforce Development Division (HWDD) or his/her designee.
 - 5. "Grant Agreement/Grant Number" means Grant Number [Grant 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 contributionsthat 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) forwhich grant funds are being awarded.
- 11. "Program Manager" means the OSHPD manager responsible for the grant program.
- 12. "Project" means the activity described in the Grantee's Application and Scopeof Work to be accomplished with the Grant Funds.
- 13. "State" means the State of California and includes all its Departments, Agencies, Committees, and Commissions.
- 14. "Training Institution" means the Grantee.
- B. Term of the Agreement: This Agreement shall take effect on [Agreement Start Date] and shall terminate on [Agreement End Date].
- 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 latest version of the Primary Care Physician Assistant Standards, Version: [Month-Day-Year].
 - 2. Under the direction of the Program Director, use grant funds to provide physician assistant training for [Number of Students] for a one-year cycle beginning [Agreement Start Date] and ending [Agreement End Date].
- D. Final Report: Grantee shall complete and submit a Final Report within 60 days of the end of the payment year but no later than the end of the Agreement Term using the online forms that OSHPD provides, located at <u>https://eapp.oshpd.ca.gov/funding</u>.
- E. Invoicing:
 - 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 [Total 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 electronically for payment on a quarterly basis in arrears using the online forms that OSHPD provides, located at <u>https://eapp.oshpd.ca.gov/funding</u>.
- 4. OSHPD will withhold the final quarterly payment due to the Grantee under this Agreement until all required reports are submitted to OSHPD and approved. Additional information may be requested by OSHPD during the term of the Grant Agreement and/or upon reviewing the Final Report. OSHPD will notify the Grantee of approval in writing.
- F. Budget Detail and Payment Provisions:

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 |
|------------------|-------------------------|-------------------------|-----------------------|-------------------|
| 2022-2023 | 7/01/2022- 6/30/2023 | \$12,000 per student | [number of students] | [award amount] |

- G. Accounting Records and Audits: Grantee shall comply with the following reporting requirements established by OSHPD, as amended from time to time:
 - 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 students under the Agreement must be submitted as requested by OSHPD 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 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 for a period of three 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 suchappeals, litigation, claims, or exceptions.
- H. 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 sufficientfunds 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.
- I. Budget Adjustments:
 - 1. Budget adjustments consist of a change within the approved budget that does not amend the total amount of the grant.
 - 2. All requests to change the budget shall be submitted in writing for OSHPD approval and shall include an explanation for the reallocation of funds by the Grantee. An accounting of how the funds were expended will also be submitted with the Final Report.
 - 3. All requests for extending the grant period shall be submitted in writing to OSHPD for approval. Requests for a time extension must be made to OSHPD no later than 90 calendar days prior to the expiration of the Agreement. There shall be no activity on an Agreement after its expiration.
- J. 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 thisAgreement. 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 RecordsAct (GC 6250 et seq. code).

- 4. Audits: The Grantee agrees that OSHPD, the Department of General Services, the State Auditor, or their designated representative shall have the right to reviewand to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit 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.
- 5. Independence from the State: 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 (See Cal. Code Regs., title 2, section 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. 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 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 bevalid 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 wholeor in part, without the consent of the State in the form of a formal written amendment.
- 11. 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 workservices, 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.
- 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, 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 shall respond in writing to the Grantee indicating the decision and reasons for it.
- c. Within ten working days of receipt of the Deputy Director's decision, the Grantee may appeal the decision of the Deputy Director by submitting a written appeal to the Chief Deputy Director stating why the Grantee does not agree with the Deputy Director's decision. 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.
- 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. Grantee shall return any Agreement Funds that were previously provided to Grantee for use after the termination date.

If all grant funds have not been expended upon completion of the Agreement term, OSHPD will request the remittance of all unexpended funds. If OSHPD determines that improper payments have been made to Grantee, OSHPD willrequest disgorgement of all disallowed costs. Grantee may dispute disallowed costs in accordance with Section J, Paragraph 12. Grantee will submit a check or warrant for the amount due within 60 days of the Grantee's receipt of OSHPD's disgorgement request or 30 days from the Grantee's receipt of OSHPD's last Dispute decision. If Grantee fails to remit payment, OSHPD may withhold the amount due from any future grant payments.

14. Grantee's Subcontractors: Nothing contained in this Agreement shall create any contractual relationship 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 of persons either directly or indirectly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from State'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.
- K. Project Representatives: The project representatives during the term of this agreementare listed below. Direct all contract inquiries to:

| State Agency: Office of Statewide Health Planning and Development Section/Unit: Healthcare Workforce Development Division/Song-Brown | Grantee: [Contractor Name], [Training Program] |
|---|--|
| Name: [OSHPD Assigned Analyst] | Name (Main Contact): [Contract Representative] |
| Grants Administrator | [Contract Title] |
| Address: | Address: |
| 2020 West El Camino Avenue, Suite 1222 | [Contractor Address] |
| Sacramento, CA 95833 | |
| Phone: | Phone: |
| [Analyst Phone Number] | [Contractor Phone Number] |
| Email: | Email: |
| songbrown@oshpd.ca.gov | [Contractor Email] |

The Project Representatives during the term of this Agreement will be:

| State Agency: | Program Representative: |
|---|--------------------------|
| Office of Statewide Health Planning and | [Training Program Name] |
| Development | |
| Section/Unit: | |
| Healthcare Workforce Development | |
| Division/Song-Brown | |
| Name: | Name of Representative: |
| [OSHPD Assigned Analyst] | [Program Representative] |
| Grants Administrator | [Program Title] |
| Address: | Address: |
| 2020 West El Camino Avenue, Suite 1222 | [Program Address] |
| Sacramento, CA 95833 | |
| Phone: | Phone: |
| [Analyst Phone Number] | [Program Phone Number] |
| Email: | Email: |
| songbrown@oshpd.ca.gov | [Program Email] |

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of [Agreement Start Date].

| OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT | [GRANTEE] |
|---|------------|
| Signature: | Signature: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |