



The Mini-Grants Program

Grant Guide For Fiscal Year 2020-21

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

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A. Background and Mission

Pursuant to the Health Professions Career Opportunity Program, Health and Safety Code Section 127885, et. seq., the Office of Statewide Health Planning and Development (OSHPD) will consider applications for the Mini-Grants program that support and encourage underrepresented and disadvantaged individuals to pursue health careers in order to develop a more culturally and linguistically competent healthcare workforce.

Competitive proposals will demonstrate a commitment to the Mini-Grants goals by implementing the following components:

- Conducting a conference and/or workshop series aimed at informing individuals of opportunities in health professional careers.
- Providing support and technical assistance to health professional schools and colleges, as well as to student and community organizations active in minority health professional development.
- Conducting relevant workforce research and data analysis in the field of minority and disadvantaged health professional development.

B. Eligible Applicants, Available Funding, and Award Categories

1. Eligible Applicants

OSHPD will accept proposals from public, private nonprofit, and private for-profit organizations located within California. Individuals are not eligible to apply.

2. Available Funding

Approximately \$100,000 is available to support health career conferences and/or workshops and health career exploration.

OSHPD may award full, partial, or no funding to an applicant based on the applicant's success in meeting the selection criteria score and the amount of available funds.

3. Award Categories

a. Award Category A: Health Career Conferences and/or Workshops

Award Category A focuses on introducing participants to a wide variety of health career options by offering health "career fair" experiences and/or workshops.

Eligible programs must support a minimum of 100 participants.

b. Award Category B: Health Career Exploration

Award Category B focuses on direct exposure of participants to one or more health careers through hands-on experience that includes direct interaction with healthcare professionals in real or simulated healthcare settings.

Eligible programs must support a minimum of 50 participants and offer hands--on experience over a period of days or weeks.

c. Award Category A and B

Applicants in either category must:

- Create and/or strengthen educational partnerships, community support, and workforce preparation efforts between entities. Partnerships may include middle school, high school, higher education, community, government, and funding organizations. You must submit two letters of support from organizations designated as partners in your application.
- Provide programming that is culturally and linguistically responsive to program participants, which requires recognizing and addressing behaviors, values, practices, attitudes, and beliefs as they affect their healthcare.
- Develop, promote, and use comprehensive curriculum to engage and educate participants on a variety of topics/professions that include, but are not limited to:
 - Care coordination
 - Consumer empowerment
 - Evidence-based and/or community-identified best practices
 - Health literacy
 - Mental/behavioral health and suicide prevention
 - Preparedness and resilience training
 - Primary care service delivery
 - Principles of treating the whole person
 - Substance use treatment
 - Serving individuals across the life span
 - Tele-health

C. Target Participants

The Mini-Grants program activities are open to all participants regardless of age, gender, race, or ethnicity. Program activities should include individuals from historically underrepresented groups, such as Black, African American, African, Hispanic, Latino, American Indian, Native American, Alaska Native, and Southeast Asian communities.

OSHPD encourages applicants to conduct outreach and recruitment in rural and medically underserved areas/populations, to educationally and/or economically disadvantaged students, and to persons with disabilities, former foster youth, members of the lesbian, gay, bisexual, transgender, and queer community, veterans, immigrants, and refugees.

Applicants should focus on program participants that are educationally and/or economically disadvantaged. The Health Resources and Services Administration (HRSA) in the U.S. Department of Health and Human Services (HHS) defines these populations as follows:

Disadvantaged background: an individual comes from an economically or educationally/environmentally disadvantaged background (<https://bhw.hrsa.gov>).

- **Economically disadvantaged:** an individual comes from a family with an annual income below low-income thresholds established by the U.S. Census Bureau, adjusted annually for changes in the Consumer Price Index, and adjusted by the Secretary of the HHS, for use in all health professions programs (<https://bhw.hrsa.gov>).
- **Educationally/environmentally disadvantaged:** an individual comes from an environment that has inhibited the individual from obtaining the knowledge, skills, and abilities required to enroll in and graduate from a health professions school, or from a program providing education or training in an allied health profession (<https://bhw.hrsa.gov>).

Underrepresented: an individual from a racial and/or ethnic group that is considered inadequately represented in a specific profession relative to the numbers of that racial and/or ethnic group in the general population. For purposes of this program, the term “racial and ethnic minority group” means American Indians (including Alaska Natives, Eskimos, and Aleuts); Native Hawaiians and other Pacific Islanders; Blacks; and Hispanics. The term “Hispanic” means individuals whose origin is Mexican, Puerto Rican, Cuban, Central or South American, or any other Spanish-speaking country (<https://bhw.hrsa.gov>).

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, <https://eapp.oshpd.ca.gov/funding>.

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

E. Submitting Multiple Applications

An organization can submit a separate application for each program they propose to implement (within the same or different award category). For example, it is allowable for an organization to submit multiple applications if they are seeking funding in different award categories or if they are interested in implementing multiple programs in multiple locations.

F. Budget Restrictions

The applicant's budget in response to this grant shall not exceed:

- \$12,000 for Award Category A
- \$15,000 for Award Category B

Although indirect costs are acceptable expenses, they may not exceed eight percent of the total dollars requested.

Awardees must not use grant funds to supplant the salaries of existing full-time employees, or to provide training or continuing education for staff.

OSHPD reserves the right to modify or reduce any or all portions of applicant's submitted budget and/or increase the number of awards if additional funds become available.

Budget Requirements

See Attachment B Sample Grant Agreement, Section D, for information on acceptable use of grant funds.

G. Evaluation and Scoring Procedures

1. Review Process

During the review process, Mini-Grants 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 this 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.

2. Evaluation and Scoring Criteria

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

H. Final Selections

OSHPD will make final selections using the Evaluation and Scoring Criteria described in Attachment A. OSHPD also intends for the Mini-Grants program to support a geographic distribution in California. Applicants seeking to support geographic regions not addressed by other scored applications may receive preference. Once OSHPD makes the final selections, OSHPD will announce awardees.

I. Grant Agreement Deliverables and Payment Provisions

- OSHPD makes an initial payment of 80 percent upon execution of the Grant Agreement.
- OSHPD makes a final payment of 20 percent upon approval of the Final Report
- Grantees must submit a Final Report within 45 days of the conclusion of the grant term.
- OSHPD will request additional information if Grantee does not satisfactorily complete all terms and conditions.
- 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.
- If, upon reviewing the Final Report, OSHPD finds that Grantees did not meet all deliverables and/or expend all funds, OSHPD will request the remittance of those funds from the Grantee.

J. Additional Terms and Conditions

1. Applicants must clearly describe their ability to implement the proposed program and produce other deliverables as required. Applicants must be aware of the state and federal disability laws and procedures for ensuring universal access.

2. Grantees shall not use these funds to supplant existing state or local funds.
3. 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.
4. By submitting an application, you and your organization agree to the grant terms and conditions specified in this Grant Guide.
5. If your program requires approval to contract from a coordinating authority, you must inform the authority of the terms and conditions contained in this Grant Guide. 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.
6. 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 Attachments B: Sample Grant Agreement.
7. 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 must accompany the signed grant from the local governing body authorizing execution of the agreement.
8. The Grantee must 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.
9. The Public Records Act shall apply to all grant deliverables, including reports, applications, and supporting documentation.

K. Final Report

The Final Report will include the following information:

- Program Information: Number of program participants.
- Pre- and post-program participant surveys that include, at a minimum, the questions specified in Appendix B: Sample Mini-Grants Agreement, Section C., Scope of Work/Deliverables.
- Budget Accountability: Description of how the Grantee spent grant funds.

L. 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 Mini-Grants staff at hctp@oshpd.ca.gov.

M. Technical Assistance

OSHPD will provide a Technical Assistance Guide 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/hctp-mini-grants/>.

N. Key Dates

The key dates for the program year are as follows:

| Key Events | Dates and Times |
|--------------------|-------------------------------------|
| Application opens | January 29, 2021 at 3:00 p.m. |
| Application closes | March 4, 2021 at 3:00 p.m. |
| Awardees announced | March 30, 2021 |
| Grant term | June 30, 2021 through June 30, 2022 |
| Final Report due | August 15, 2022 |

O. 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 <https://eapp.oshpd.ca.gov/funding>. 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 hctp@oshpd.ca.gov for OSHPD to assign their account to 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 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. 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 O. Key Dates in this Grant Guide.
- 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.

P. Department Contact

For questions related to Mini-Grants and the eApp, please email Mini-Grants staff at hctp@oshpd.ca.gov.

Thank you!

We would like to thank you for your interest in applying for Mini-Grants program funding and for your continued efforts in supporting underrepresented individuals who are interested in healthcare careers.

Attachment A: Evaluation and Scoring Criteria

| Section | Evaluation and Scoring Criteria | Max Points Available |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| Program Information | Category A: 100 minimum Category B: 50 minimum | Eligibility Criteria |
| Program Information | <p>Does the applicant target economically disadvantaged, educationally disadvantaged, and/or underrepresented individuals? (Add up all points that apply).</p> <p>5 points: Economically disadvantaged individuals 5 points: Educationally disadvantaged individuals 5 points: Underrepresented individuals</p> | 15 |
| Program Information | <p>Does the applicant propose to promote Primary Care, and/or Other Health Careers?</p> <p>0 points: Other Health Careers 5 points: Focus on Primary Care (at least 50%)</p> | 5 |
| Program Information | <p>Will the applicant's proposed program take place at a program site designated as Rural or Frontier?</p> <p>0 points: The applicant has no proposed program sites in a rural or frontier area 10 points: The applicant's proposed program has one or more proposed program sites in a rural or frontier area</p> | 10 |
| Organization Background | <p>Does the applicant's experience and background support the intent of the Mini-Grants program?</p> <p>0 points: The applicant's experience and background do not support the intent of the program 5 points: The applicant's experience and background supports underrepresented and disadvantaged individuals 10 points: The applicant's experience and background support underrepresented and disadvantaged individuals with at least one example of exposing them to primary care, or other health care careers</p> | 10 |

| Section | Evaluation and Scoring Criteria | Max Points Available |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| Program Proposal | <p>Does the applicant's program proposal support the challenges specific to the program participants/demographics?</p> <p>0 points: The applicant's proposal does not address challenges specific to the program participants/demographics</p> <p>5 points: The applicant provides one example of a challenge of the program participants, along with an approach to address this challenge</p> <p>10 points: The applicant provides at least two examples of challenges specific to the program participants, along with detailed descriptions of the approaches to address the challenges</p> | 10 |
| Program Proposal | <p>Is the applicant's proposed program culturally and linguistically responsive to program participants?</p> <p>0 points: No mention</p> <p>5 points: The applicant provided a description of a plan to provide programming that is culturally and linguistically responsive to program participants, with at least one specific example</p> <p>10 points: The applicant provided a description of a plan to provide programming that is culturally and linguistically responsive to program participants, with at least two specific examples</p> | 10 |

| Section | Evaluation and Scoring Criteria | Max Points Available |
|----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| Program Objectives and Work Plan Activities | <p>Do the applicant's objectives and work plan activities support the intent of the Mini-Grants program?</p> <p>0 points: The applicant's objectives and work plan activities do not support the intent of the program</p> <p>5 points: The applicant's objectives and work plan activities support the intent of the program with at least one specific example</p> <p>10 points: The applicant provided a description of how their objectives and work plan activities support the intent of the program with at least two specific examples</p> | 10 |
| Program Objectives and Work Plan Activities | <p>Does the applicant's program include any of the following activities?</p> <ul style="list-style-type: none"> • Healthcare facility tour • Extended individualized mentoring (multiple interactions with mentor over weeks or months) • Job shadowing a healthcare provider • Tour of a college or university • Opportunity for program participants to volunteer in healthcare field <p>0 points: None of the listed activities are included in the program</p> <p>+2 points: For each of the listed activities included in the program</p> | 10 |
| Program Objectives and Work Plan Activities | <p>How many activity days does the applicant's program include?</p> <p>2 points: Program participants will attend 1-2 activity days</p> <p>5 points: Program participants will attend 3-4 activity days</p> <p>10 points: Program participants will attend 5 or more activity days</p> | 10 |
| | Total Points Possible | 90 |

Attachment B: Sample Mini-Grants Agreement

GRANT AGREEMENT BETWEEN THE
OFFICE OF STATEWIDE HEALTH PLANNING & DEVELOPMENT
(HEALTHCARE WORKFORCE DEVELOPMENT DIVISION) AND
[CONTRACTOR NAME]
MINI-GRANTS PROGRAM GRANT AGREEMENT NUMBER [GRANT
AGREEMENT NUMBER]

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

WHEREAS, OSHPD is authorized by the California Health and Safety Code Section 127885 et seq. to maintain a Health Professional Career Opportunity Program to inform and motivate minority and disadvantaged students to pursue health professional careers and provide support, encouragement, and training to minority health professionals to practice in health professional shortage areas of California.

WHEREAS, the Healthcare Workforce Development Division (“HWDD”) supports healthcare accessibility through the promotion of a diverse and competent workforce while providing analysis of California's healthcare infrastructure and coordinating healthcare workforce issues.

WHEREAS, the Health Careers Training Program (“HCTP”) provides grants to introduce a wide variety of health career options to economically disadvantaged and/or underrepresented minorities, including grants for career fairs and direct engagement in one or more health careers through hands-on experience in real or simulated health care settings.

WHEREAS, Grantee applied to participate in the Health Careers Training Program (HCTP) by submitting an application in response to the Mini-Grants Grant Guide Fiscal Year 2020-21.

WHEREAS, Grantee was selected by OSHPD to receive grant funds in the amount of «Total»] through procedures duly adopted by OSHPD for 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. "Application" means the grant application/proposal submitted by Grantee.
2. "Director" means the Director of OSHPD or designee.
3. "Deputy Director" means the Deputy Director of HWDD or designee.
4. "Grant Agreement/Grant Number" means Grant Number [AGREEMENT] # awarded to Grantee.
5. "Grantee" means the fiscally responsible entity in charge of administering the Grant Funds and includes the Program identified on the Grantee's Application.
6. "Grant Funds" means the money provided by OSHPD for the Program described by Grantee in its Application and the Scope of Work/Deliverables contained herein.
7. "Program" means the activity described in the Grantee's Application and Scope of Work to be accomplished with the Grant Funds.
8. "Program Manager" means the OSHPD manager responsible for the grant program.
9. "State" means the State of California and includes all its Departments, Agencies, Committees, and Commissions.

B. Term of the Agreement:

1. This Agreement shall take effect on [Agreement Start Date] and shall terminate on [Agreement End Date].
2. The Grantee will submit any requests to extend the grant period in writing to OSHPD. Requests for a time extension must be made to OSHPD no later than thirty (30) calendar days prior to the expiration of the Agreement. There shall be no activity pursuant to this Agreement after its expiration.

C. Scope of Work/Deliverables:

Grantee shall perform the Scope of Work and provide the Deliverables outlined in Grantee's Application **APPLICATION #** incorporated by reference herein and made a part hereof and comply with the following additional conditions. 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. Provide a Final Report to OSHPD by **8/15/2022**. The Final Report shall include, but is not limited to, the following information:
 - a. Program Information and Implementation Details.
 - b. Evaluation and Data Collection—Data summation on all program participants attending all events, including qualitative and quantitative response/outcome summary of pre and post surveys and workshop/presentation highlights.
 - c. Category A recipients must conduct participant post surveys that must include, but are not limited to, the five questions below. The program shall aim to positively impact participants' responses to these questions.
 - i. Were you, are you, or will you be the first person in your immediate family to attend college or health career technical school? Yes or No.
 - ii. On a scale of 1-5 (1 being strongly disagree and 5 being strongly agree), please indicate how much you agree or disagree with the statements below.
 - Participating in this program increased my interest in becoming a primary health care provider.
 - Participating in this program increased my interest in serving in a medically underserved area.
 - iii. What program activity had the greatest influence on your interest in pursuing a primary health career?
 - iv. On a scale of 1-5 (1 being very unlikely and 5 being very likely), how likely are you to recommend this program to someone?
 - d. Category B recipients must conduct participant pre and post surveys that must include, but are not limited to, the five questions below. The program shall aim to positively impact participants' responses to these questions.
 - i. Were you, are you, or will you be the first person in your immediate family to attend college or health career technical school? Yes or No.
 - ii. On a scale of 1-5 (1 being not interested at all and 5 being very interested), how interested are you in becoming a primary health care provider?
 - iii. On a scale of 1-5 (1 being not interested at all and 5 being very interested), how interested are you in serving in a medically underserved area?
 - iv. What program activity had the greatest influence on your interest in pursuing a primary health career?
 - v. On a scale of 1-5 (1 being very unlikely and 5 being very likely), how likely are you to recommend this program to someone?
 - e. Budget Accountability—Describes how Grantee spent grant funds.

2. The Grantee shall perform the tasks and activities set forth in the Scope of Work and submit the required deliverables within the deadlines specified in this Agreement, regardless of the number of Grants awarded. Grantee shall be responsible for anticipating potential overlaps, conflicts, and scheduling issues to adhere to the terms of this Agreement.
3. The Grantee shall be responsible for the performance of all tasks and deliverables specified in the Scope of Work, including but not limited to, locating and securing facilities and speakers for events.

D. Budget Detail:

1. Budget: Grantee shall expend the Grant Funds in accordance with the Budget provided in the Grantee's Application [AGREEMENT #], incorporated by reference herein and made a part hereof, or as amended herein. In the event of a conflict between the Budget submitted as part of Grantee's Application and this section, the provisions of this section shall prevail. **Note: Indirect expenses shall not exceed eight percent of the total dollars requested.**
2. Grant funds can be used:
 - To hire consultants, lecturers, workshop instructors, and/or sub-grantees for the delivery of grant services.
 - For in-state travel (in accordance with OSHPD travel policies), advertising, meals, supplies, and off-campus facility costs.
 - For reasonable accommodations for participants with disabilities, including instructional/program aids.

Grant funds cannot be used:

- For out-of-state travel.
- For entertainment purposes including, but not limited to, raffles, games, contest prizes, gambling, bingo, etc.
- To construct or renovate facilities or to purchase equipment.
- To rent space from your own organization (this cost should be included in your indirect expense calculation).
- To supplement the salaries of existing full-time staff of the organization.
- For release time to free full-time staff for participation in the program.

3. Budget Line Items:

Advertising
Meals
Supplies
Transportation
Facility Costs
Other Direct Expenses
Compensation
Travel
Indirect Expenses
Total

4. Budget Adjustments: Grantee's Budget shall be adjusted as follows:

- a. Budget adjustments consist of a change within the approved budget that does not amend the amount of the grant. Grantee may only request one (1) budget adjustment per program period. With the exception of the personnel services category, a transfer of funds up to 15 percent of the Agreement is permissive across each budget category with notification to OSHPD.
- b. Grantee will submit any requests to change the Budget in writing (with a justification to explain why the funds were reallocated) to OSHPD for approval. OSHPD will not entertain changes to the budget that add to or increase facility costs when the grantee's organization owns the facility. An accounting of how the funds were expended will also be submitted with the Final Report.

E. Reports and Deliverables:

SUBMISSION DEADLINE—Grantee shall submit the Final Report via eApp no later than **8/15/2022**.

F. Invoicing and Payment:

1. Grant funds shall be released to Grantee upon approval of the invoices for the expenses incurred in accordance with the Budget provided in the Grantee's Application [**APPLICATION #**], incorporated by reference herein and made a part hereof.
2. Approval of the invoices shall be based on the satisfactory performance of the Scope of Work and submission of reports and deliverables within the deadlines specified by OSHPD.

3. An initial payment of 80 percent will be made upon execution of the Agreement due by no later than [Agreement Start Date]. OSHPD will withhold 20 percent of the full Grant Award pending satisfactory completion by the Grantee of all the terms and conditions required by this Agreement.
4. Additional information may be requested by OSHPD upon reviewing the Final Report and Deliverables. The final 20 percent will be disbursed upon the satisfactory performance of the Scope of Work and submission of reports and deliverables within the deadlines specified by OSHPD.
5. If all grant funds have not been expended upon completion of the Final Report, OSHPD will request the remittance of all unexpended funds with a justification to explain why funds were not expended.

G. Prompt Payment Clause:

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

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 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.

I. Breach:

OSHPD reserves the right to recover any and all amounts provided to the Grantee for Grantee's failure to perform the Scope of Work set forth in this Agreement. OSHPD expressly reserves the right to pursue all legal and equitable remedies in the event of a breach by Grantee, including the right to disqualify Grantee from future funding opportunities.

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 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 (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 review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible 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. 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 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 within 60 days of termination.

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 I, 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 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.

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

| | |
|----------------------------------------------------------------------|-----------------------|
| State Agency: Office of Statewide Health Planning and Development | Grantee: |
| Section/Unit: Healthcare Workforce Development Division/HCTP | Program Name: |
| Name: [Program Manager Name] | Name of Main Contact: |
| Address: 2020 West El Camino Avenue, Sacramento, CA 95833 | Address: |
| Phone: [Program Manager Phone Number] | Phone: |
| Email: hctp@oshpd.ca.gov | Email: |

Official Authorized to Sign Grant for Organization:

| | |
|----------------------------------------------------------------------------|---------------|
| State Agency: Office of Statewide Health Planning and Development | Grantee: |
| Section/Unit: Procurement and Contracts Services | Program Name: |
| Attention: Karen Isenhower | Attention: |
| Address: 2020 West El Camino Avenue Suite 1000, Sacramento, CA 95833 | Address: |
| Phone: (916) 326-3200 | Phone: |
| Email: pcs@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 the date first written above.

OFFICE OF STATEWIDE HEALTH
PLANNING AND DEVELOPMENT

GRANTEE:

Signature:

Karen Isenhower

Procurement and Contract Services
Manager

Signature:

Print Name:

Print Title:
