



Primary Care Residency (PCR) Training Programs

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 agreements. 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 and Mission

Pursuant to the Song-Brown Health Care Workforce Training Act (Song-Brown Act), Health & Safety Code Sections 128200, et. seq., the California Healthcare Workforce Policy Commission (Commission) will consider applications to support the training of primary care physicians. 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 healthcare workforce through the Healthcare Workforce Development Division (HWDD). The Song-Brown Program funds institutions that train primary care health professionals to provide health care in California's medically underserved areas. Competitive proposals demonstrate a commitment to Song-Brown goals and demonstrated success in meeting the three statutory priorities:

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

B. Eligible Applicants, Available Funding, and Award Categories

1. Eligible Applicants

Prior to receiving Song-Brown funds, a training program awardee shall demonstrate that it:

- Is accredited by the Accreditation Council for Graduate Medical Education (ACGME).
- Has programs or departments that recognize Family Medicine, Internal Medicine, Obstetrics and Gynecology, or Pediatrics as major independent specialties.

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. Awardees shall use the funding to expand primary care services. Awardees shall not use these funds to supplant existing state or local funds.

Approximately \$31,000,000 in state funding is available to support Family Medicine, Internal Medicine, Obstetrics and Gynecology (OB/GYN), and Pediatric residency programs for the following purposes:

- a. \$18.7 million to fund existing PCR slots
- b. \$5.7 million to fund existing Teaching Health Center (THC) primary care slots
- c. \$3.3 million to fund expanding PCR programs
- d. \$3.3 million to fund newly accredited PCR programs

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. Competitive proposals will meet the Song-Brown Program evaluation criteria and demonstrate a commitment to Song-Brown goals.

3. Award Categories

- a. Existing PCR Slots—Existing Slots

Eligible programs may receive \$125,000 per filled first year slot with a maximum of five slots.

- b. Teaching Health Center Existing PCR Slots—THC Existing Slots

Eligible programs may receive \$125,000 per filled first year slot with a maximum of six slots.

- c. New PCR Slots at Existing Programs—Expansion Slots

Eligible programs may receive \$300,000 per first year categorical slot, with a maximum of three slots.

- d. New PCR Programs

Eligible programs may receive an award up to \$800,000.

Table 1: Summary of Award Categories

Award Category	Eligible Programs	Award Level	Maximum Slots	Budget Type
Existing Slots	PCR programs that will enroll one class by July 1, 2022	\$125,000 per filled first year slot	Five	Capitation
THC Existing Slots	THC programs that will enroll one class by July 1, 2022	\$125,000 per filled first year slot	Six	Itemized budget
Expansion Slots	PCR programs that have a permanent increase in categorical PCR positions	\$300,000 per first year categorical slot	Three	Capitation
New PCR Programs	PCR programs that receive residency accreditation after July 1, 2016	Up to \$800,000 per program	N/A	Itemized budget

C. Determining Eligibility

To find out if your program is eligible for one or more funding opportunities, please answer the questions below:

1. Are you an accredited PCR training program (Family Medicine, Internal Medicine, Obstetrics and Gynecology, or Pediatrics), either traditional or THC, that will enroll residents by July 1, 2022?

If yes, you may apply for Existing Slots funding.

2. Are you an accredited THC that will enroll residents by July 1, 2022?

If yes, you may apply for THC Existing Slots funding.

3. Have you been approved by the ACGME for a permanent increase in the number of categorical primary care slots? Did you receive approval after July 1, 2016?

If yes, you may apply for Expansion Slots funding.

4. Are you a program that meets one of the following criteria?

1. Has applied for sponsoring institution accreditation or will have applied for sponsoring institution accreditation 30 days prior to the annual PCR funding meeting.
2. Has obtained residency program accreditation, has no first-year residents at the time of the application, and has not received any prior Song-Brown funding.

If yes, you may apply for New PCR Programs funding.

Note: A PCR program may not apply for New PCR Programs funding and Existing Slots funding in the same award cycle. A program may apply for New PCR Programs funding while having an existing New PCR Programs grant agreement only if OSHPD has not released funds to the PCR program.

D. Funding Categories

1. Existing Slots

Funding disbursed over a three-year period to support at least one resident of an existing PCR program.

2. THC Existing Slots

Funding to support a recognized THC.

3. Expansion Slots

Funding disbursed over a three-year period to support at least one resident of a PCR program that is permanently expanding the number of categorical PCR residency slots.

4. New PCR Programs

Funding to offset the costs associated with achieving ACGME residency accreditation.

E. 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 songbrown@oshpd.ca.gov.

F. 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. The eApp Technical Assistance Guide contains eApp information, including how to register and complete your application. Refer to Section N for more information.

G. Submitting Grant Applications

An organization may submit one application even if seeking funding for multiple award categories. For example, an established THC may request THC Existing Slots, Existing Slots, **AND** Expansion Slots funding (if applicable) within the same application. Organizations applying for New PCR Programs funding cannot apply for other funding categories in the same application cycle.

H. Budget Restrictions

Applicants seeking THC Existing Slots funding must submit a proposed budget.

Indirect costs are only allowable for THC Existing Slots funding and shall not exceed eight percent of the total dollars awarded. Applicants may choose not to include indirect costs in their budget. Indirect costs are not allowable for Existing, Expansion, or New Programs funding grants.

Applicants seeking Existing Slots, Expansion Slots, or New Programs funding do not submit a proposed budget. The Grantee shall not use these funds to supplant existing state or local funds.

I. Evaluation and Scoring Procedures

1. Review Process

During the review process, Song-Brown staff will verify the submission of all required information as specified in this Grant Guide and score applications using only the established evaluation and scoring criteria. Staff will advise the Commission on application revisions. 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 the scores for the Existing Slots, THC Existing Slots, and Expansion Slots applications, and will calculate an average score for applicants with no data to report for Evaluation Criteria I.2, I.3, and II.1, II.2, and II.3. Please refer to Attachments A and B for the Evaluation Criteria. Attachment A refers to Existing Slots, THC Existing Slots, and Expansion Slots. Attachment B refers to New PCR Programs.

Song-Brown subject matter expert (SME) review panels will review and score the qualitative sections of the New PCR Programs applications. Each SME review panel will consist of up to five SMEs representing PCR physicians, family nurse practitioners/physician assistants, registered nurses, as well as Commission members, consumer advocates, practice site representatives, and professionals with backgrounds in workforce development or healthcare education programs.

3. Presentations

After reviewing and scoring applications, Song-Brown staff will identify a select number of programs to present to the Commission at the September 2021 Commission meeting. The Program Director, or other authorized representative, will provide a summary of current pipeline programs. The presentations should include key highlights, an overview of any successfully demonstrated strategies, and data outcomes. Applicants' presentations, or lack thereof, will not influence 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.

J. 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.

K. Additional Terms and Conditions

1. By submitting an application, you and your organization agree to the grant terms and conditions specified in this Grant Guide.
2. OSHPD does not accept alternate grant agreement language from a prospective Grantee. OSHPD will consider an application with such language to be a counteroffer and will reject it. OSHPD will not negotiate the terms and conditions outlined in Attachments H, I, J, and K: Sample Agreements.
3. 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. 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 grant 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 Public Records Act shall apply to all grant deliverables, including reports, applications, and supporting documentation.
8. 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.

L. Grant Deliverables and Payment Provisions

1. Payment Provisions for Existing and Expansion Slots Funding

- Grantees will enter into three-year agreements.
- OSHPD does not allow indirect costs for Existing or Expansion Slots 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 pending satisfactory completion of all the terms and conditions required by the grant.
- Grantees must submit a Final Report within 60 days of the end of payment year three.
- 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.

2. Payment Provisions for THC Existing Slots Funding

- Grantees will enter into one-year agreements.
- OSHPD will reimburse for indirect costs that do not exceed eight percent of the total dollars awarded. Applicants may choose not to include indirect costs in their application.
- Grantees will receive 70 percent of the award upon execution of the agreement. OSHPD will pay the balance due pending satisfactory completion of all the terms and conditions required by the grant.
- Grantees must submit a Final Report within 60 days of the end of the agreement term.
- 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.

3. Payment Provisions for New PCR Programs Funding

- Grantees will enter into agreements expiring on June 30, 2022.
- OSHPD does not allow indirect costs on New PCR Programs grants.
- New PCR Programs that have not received residency accreditation by time of award must do so within the term of the grant agreement.
- OSHPD will pay awardees for allowable expenses pending satisfactory completion of all the terms and conditions required by the grant.
- Any new awards will rescind previous awards/grant agreements.

M. Resources

OSHPD will conduct technical assistance webinars to assist you in completing an application. The Song-Brown Scoring Process Guide and the Glossary of Terms are additional resources. For information about the webinars and to view all available resources, see <https://oshpd.ca.gov/loans-scholarships-grants/grants/song-brown/#PCR>.

N. Key Dates

The key dates for the program year are as follows:

Key Events	Dates and Times
Application opens	April 8, 2021 at 3:00 p.m.
Application closes	May 7, 2021 at 3:00 p.m.
Technical Assistance Webinar	April 20, 2021
Commission meeting/presentations/awards	September 22-23, 2021
Awardees announced	October 1, 2021
Grant terms: New PCR Programs THC Existing Slots Existing and Expansion Slots	November 1, 2021—June 30, 2022 January 1, 2022—February 28, 2023 June 30, 2022—August 31, 2025

O. eApp Application Components

A submitted application must contain all required information and conform to the Grant Guide format. It is the applicant’s responsibility to provide all necessary information for the Commission to evaluate the application.

A completed application consists of the following main sections:

For **Existing, THC Existing, and Expansion Slots**:

1. Program Information
2. Contract Information
3. Training Sites
4. Program Data
5. Executive Summary
6. Funding and Expenditures
7. Resident Data
8. Graduate Data
9. Required Documents
10. Assurances

For New PCR Programs:

1. Program Information
2. Contract Information
3. Training Sites
4. Executive Summary
5. Residency Training
6. Faculty Qualifications
7. Expected Expenditures
8. Required Documents
9. Assurances

P. eApp Technical Guide

1. Accessing the Application System

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

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

2. Registration and Login

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

Q. Department Contact

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

Thank you!

Thank you for your interest in applying to the Song-Brown program and for your continued efforts in supporting those who are educating residents for practice in underserved areas.

Attachment A: Evaluation Criteria for Existing PCR Slots, THC Existing PCR Slots, and PCR Expansion Slots

Section I	Statutory Criteria	Total Points Available
1	Clinical training sites in medically underserved areas.	20
2	Recruitment of underrepresented minority graduates.	20
3	Placement of graduates in medically underserved areas.	20
	Total points possible for Section I	60
Section II	Other Considerations	Total Points Available
1	Do your non-first year residents spend at least an average of 8 hours per week at a primary care continuity clinic?	10
2	Percent and number of graduates in primary care ambulatory settings five years' post residency.	20
3	Percent and number of underrepresented minority students.	10
4	Describe the training sites payer mix. (Up to 3 continuity clinics) 0 points—combination of Medi-Cal, Medi-Cal/Medicare, and Uninsured Payers 0-49% 10 points—combination of Medi-Cal, Medi-Cal/Medicare, and Uninsured Payers 50-74% 20 points—combination of Medi-Cal, Medi-Cal/Medicare, and Uninsured Payers 75-100%	20
	Total points possible for Section II	60
	Total points possible for Section I and II	120

Attachment B: Evaluation Criteria for New PCR Programs

Section I	Statutory Criteria	Total Points Available
1	Clinical training sites in medically under-served areas.	20
2	Recruitment of underrepresented minority graduates.	20
3	Placement of graduates in medically under-served areas.	20
Total points possible for Section I		60
Section II	Other Considerations	Total Points Available
1	<p>What components of the training program are designed for medically underserved multi-cultural communities, lower socioeconomic neighborhoods or rural communities?</p> <p>0 points—the program's proposed curriculum does not specifically address underserved communities. 4 points—the program's proposed curriculum specifically addresses underserved communities. 1 point for each example of a continuity clinic or required rotation in an underserved area in each year of the program. Maximum of 4 points allowed.</p>	8
2	<p>Describe the program's approach and associated activities used to encourage residents to practice in areas of unmet need.</p> <p>0 points—no mention. 2 points—program provided a well-defined description of a proposed structured counseling program. 1 point for each example cited up to 3 points.</p>	5

Section II	Other Considerations	Total Points Available
3	<p>Describe your plans to incorporate cultural competency and responsive care training into the program’s curriculum and how it will further Song-Brown efforts of increasing the racial and ethnic diversity of California’s healthcare workforce.</p> <p>0 points–no mention. 1-2 points–program provided a well-defined description of proposed culturally competent/culturally responsive curriculum and how it will further Song-Brown efforts of increasing racial and ethnic diversity of California’s healthcare workforce. 1 point for each example cited up to 3 points.</p>	5
4	<p>Explain the program strategies developed to identify, recruit, and admit residents, who possess characteristics, which would suggest a pre-disposition to practice in areas of unmet need.</p> <p>0 points–no mention. 2 points–program shows interest in recruiting residents speaking a second language. 2 points–program shows interest in recruiting students coming from an underserved community. 2 points–program shows interest in recruiting students who have a professional commitment to practice in a medically underserved community in California (i.e., NHSC, Stephen M. Thompson Loan Repayment, SLRP). 1-2 points–program provided a well-defined description of how they will engage clinics that contain student rotations in underserved areas and/or underserved populations. 1-2 points–program provided a well-defined description of how they will participate in pipeline programs with underserved schools and engage residents in that process.</p>	10

Section II	Other Considerations	Total Points Available
5	<p>How will your program encourage residents to help recruit and mentor underrepresented minorities and/or underrepresented groups?</p> <p>0 points–no mention. 1-2 points–pipeline/recruitment program in development. 1-2 points–rotation will be based in junior high/high school focused around health education and/or career fair. 1-2 points–program proposes to require that residents regularly participate in mentoring activities.</p>	6
6	<p>Has the residency program provided adequate information as to the sustainability of the new residency program?</p> <p>0 points–no mention of sustainability. 1 point–description or letter of support. 3 points–both a description and a letter of support. 5 points–well developed plan of ongoing established program and letters of support.</p>	5
7	<p>Describe what educational modalities you will integrate into the learning delivery model.</p> <p>0 points–no mention. 1 point–per example cited up to a maximum of 3 points.</p> <p>Examples include: 1:1 teaching, group sessions, case presentations and discussions, group patient visits, participation in multi-disciplinary rounds, healthcare technology.</p>	3
8	<p>Describe the training program components that prepare primary care residents to address community behavioral health needs as well as the patients they serve.</p> <p>0 points–no mention. 1 point–per example cited of a component that prepares residents to address community behavioral health needs as well as the patients they serve up to a maximum of 5 points.</p>	5

Section II	Other Considerations	Total Points Available
9	<p>Explain how your program will structure training to encourage residents to practice as a health care team that includes inter-professional providers.</p> <p>0 points–no mention of either team training or PCMH. 1 point–program provided a well-defined description of how the program will conduct team training in hospital or clinic settings as evidenced by the application. 1 point–program provided a well-defined description of how the program will have regular focus on team training in all settings of care as evidenced by the application. 1-2 points–program provided a well-defined plan for how the program intends to become accredited by NCQA or The Joint Commission as a PCMH at any level as evidenced by the application.</p>	4
10	<p>Will the program residents train side by side with FNP and/or PA students?</p> <p>0 points–No 3 points–Yes</p>	3
11	<p>Explain how you will use practicing primary care physicians from the local community in the training program.</p> <p>0 points–no mention. 3 points–program provided a well-defined description of how primary care physicians from the local community will be used in the training program.</p>	3
12	<p>Explain how your program will promote training in ambulatory and community settings in underserved areas.</p> <p>0 points–no mention. 3 points–program provided a well-defined description of how the program will promote training in ambulatory and community settings in underserved areas.</p>	3

Section II	Other Considerations	Total Points Available
13	<p>Does the program faculty possess the knowledge, skills, and experience to deliver a primary care curriculum with an emphasis on health care disparities?</p> <p>0 points–no mention. 1 point for each example per unique faculty member up to 3 points.</p>	3
	Total points possible for Section II	63
	Total points possible for Sections I and II	123

Attachment C: Required Attachment – Sample Expansion Letter

Accreditation Council for
Graduate Medical
Education

515 North State Street
Suite 2000
Chicago, IL 60654

Phone 312.755.5000
Fax 312.755.7498
www.acgme.org

August 12, 2015

[REDACTED]
Program Director

Dear Dr. [REDACTED]

The Residency Review Committee for Family Medicine, functioning in accordance with the policies and procedures of the Accreditation Council for Graduate Medical Education (ACGME), has reviewed the information submitted regarding the following program:

Family medicine

[REDACTED]
[REDACTED]
[REDACTED]
Program [REDACTED]

Maximum Number of Residents: 36

OTHER COMMENTS

The Review Committee approved your request for a permanent increase from 30 to 36 positions, effective 7/1/2015.

This office must be notified of any major changes in the organization of the program. When corresponding with this office, please identify the program by name and number as indicated above. Changes in participating sites and changes in leadership must be reported to the Review Committee using the ACGME Accreditation Data System.



Attachment D: California Healthcare Workforce Policy Commission Authorizing Statute—Health and Safety Code, Section 128200-128241

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

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

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

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

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

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

(6) It is the intent of the Legislature to provide for a program designed primarily to increase the number of students and residents receiving quality education and training

in the primary care specialties of family medicine, internal medicine, obstetrics and gynecology, and pediatrics and as primary care physician's assistants, primary care nurse practitioners, and registered nurses and to maximize the delivery of primary care family physician services to specific areas of California where there is a recognized unmet priority need. This program is intended to be implemented through contracts with accredited medical schools, teaching health centers, programs that train primary care physician's assistants, programs that train primary care nurse practitioners, programs that train registered nurses, hospitals, and other health care delivery systems based on per-student or per-resident capitation formulas. It is further intended by the Legislature that the programs will be professionally and administratively accountable so that the maximum cost-effectiveness will be achieved in meeting the professional training standards and criteria set forth in this article and Article 2 (commencing with Section 128250).

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

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

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

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

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

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

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

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

(h) "Teaching health center" means a community-based ambulatory patient care center that operates a primary care residency program. Community-based ambulatory patient care settings include, but are not limited to, federally qualified health centers, community mental health centers, rural health clinics, health centers operated by the Indian Health Service, an Indian tribe or tribal organization, or an urban Indian

organization, and entities receiving funds under Title X of the federal Public Health Service Act (Public Law 91-572).

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

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

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

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

(e) The Deputy Director of the Healthcare Workforce Development Division in the Office of Statewide Health Planning and Development, or the deputy director's designee, shall serve as executive secretary for the commission.

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

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

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

(a) Identify specific areas of the state where unmet priority needs for primary care family physicians and registered nurses exist.

(b) (1) Establish standards for primary care and family medicine training programs, primary care and family medicine residency programs, postgraduate osteopathic medical programs in primary care or family medicine, and primary care physician assistants programs and programs that train primary care nurse practitioners, including appropriate provisions to encourage primary care physicians, family physicians, osteopathic family physicians, primary care physician's assistants, and primary care nurse practitioners who receive training in accordance with this article and Article 2 (commencing with Section 128250) to provide needed services in areas of unmet need within the state. Standards for primary care and family medicine residency programs shall provide that all of the residency programs contracted for pursuant to this article and Article 2 (commencing with Section 128250) shall be approved by the Accreditation Council for Graduate Medical Education's Residency Review Committee for Family Medicine, Internal Medicine, Pediatrics, or Obstetrics and Gynecology. Standards for postgraduate osteopathic medical programs in primary care and family medicine, as approved by the American Osteopathic Association Committee on Postdoctoral Training for interns and residents, shall be established to meet the requirements of this subdivision in order to ensure that those programs are comparable to the other programs specified in this subdivision. Every program shall include a component of training designed for medically underserved multicultural communities, lower socioeconomic neighborhoods, or rural communities, and shall be organized to prepare program graduates for service in those neighborhoods and communities. Medical schools receiving funds under this article and Article 2 (commencing with Section 128250) shall have programs or departments that recognize family medicine as a major independent specialty. Existence of a written agreement of affiliation or association between a hospital and an accredited medical school shall be regarded by the commission as a favorable factor in considering recommendations to the director for allocation of funds appropriated to the state medical contract program established under this article and Article 2 (commencing with Section 128250). Teaching health centers receiving funds under this article shall have programs or departments that recognize family medicine as a major independent specialty.

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

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

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

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

(f) Establish contract criteria and single per-student and per-resident capitation formulas that shall determine the amounts to be transferred to institutions receiving contracts for the training of primary care and family medicine students and residents and primary care physician's assistants and primary care nurse practitioners and registered nurses pursuant to this article and Article 2 (commencing with Section 128250), except as otherwise provided in subdivision (d). Institutions applying for or in receipt of contracts pursuant to this article and Article 2 (commencing with Section 128250) may appeal to the director for waiver of these single capitation formulas. The director may grant the waiver in exceptional cases upon a clear showing by the institution that a waiver is essential to the institution's ability to provide a program of a quality comparable to those provided by institutions that have not received waivers, taking into account the public interest in program cost-effectiveness. Recipients of funds appropriated by this article and Article 2 (commencing with Section 128250) shall, as a minimum, maintain the level of expenditure for family medicine or primary care physician's assistant or family care nurse practitioner training that was provided by the recipients during the 1973-74 fiscal year. Recipients of funds appropriated for registered nurse training pursuant to this article shall, as a minimum, maintain the level

of expenditure for registered nurse training that was provided by recipients during the 2004-05 fiscal year. Funds appropriated under this article and Article 2 (commencing with Section 128250) shall be used to develop new programs or to expand existing programs and shall not replace funds supporting current family medicine or registered nurse training programs. Institutions applying for or in receipt of contracts pursuant to this article and Article 2 (commencing with Section 128250) may appeal to the director for waiver of this maintenance of effort provision. The director may grant the waiver if he or she determines that there is reasonable and proper cause to grant the waiver.

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

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

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

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

§128225.5. (a) The commission shall review and make recommendations to the Director of the Office of Statewide Health Planning and Development concerning the provision of grants pursuant to this section. In making recommendations, the commission shall give priority to residency programs that demonstrate all of the following:

- (1) That the grant will be used to support new primary care physician slots.
- (2) That priority in filling the position shall be given to physicians who have graduated from a California-based medical school.

(3) That the new primary care physician residency positions have been, or will be, approved by the Accreditation Council for Graduate Medical Education prior to the first distribution of grant funds.

(b) The director shall do both of the following:

(1) Determine whether the residency programs recommended by the commission meet the standards established by this section.

(2) Select and contract on behalf of the state with accredited primary care or family medicine residency programs for the purpose of providing grants for the support of newly created residency positions.

(c) This section does not apply to funding appropriated in the annual Budget Act for the Song-Brown Health Care Workforce Training Act (Article 1 (commencing with Section 128200)).

(d) This section shall be operative only if funds are appropriated in the Budget Act of 2014 for the purposes described in this section.

(e) This section shall remain in effect only until January 1, 2018, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2018, deletes or extends that date.

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

(a) Actual placement of individuals in medically underserved areas.

(b) Success in attracting and admitting members of minority groups to the program.

(c) Success in attracting and admitting individuals who were former residents of medically underserved areas.

(d) Location of the program in a medically underserved area.

(e) The degree to which the program has agreed to accept individuals with an obligation to repay loans awarded pursuant to the Health Professions Education Fund.

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

(a) Determine whether primary care and family medicine, primary care physician's assistant training program proposals, primary care nurse practitioner training program proposals, and registered nurse training program proposals submitted to the California Healthcare Workforce Policy Commission for participation in the state medical contract program established by this article and Article 2 (commencing with Section 128250) meet the standards established by the commission.

(b) Select and contract on behalf of the state with accredited medical schools, teaching health centers, programs that train primary care physician's assistants, programs that train primary care nurse practitioners, hospitals, and other health care delivery systems for the purpose of training undergraduate medical students and

residents in the specialties of internal medicine, obstetrics and gynecology, pediatrics, and family medicine. Contracts shall be awarded to those institutions that best demonstrate the ability to provide quality education and training and to retain students and residents in specific areas of California where there is a recognized unmet priority need for primary care family physicians. Contracts shall be based upon the recommendations of the commission and in conformity with the contract criteria and program standards established by the commission.

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

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

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

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

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

Attachment E: California Healthcare Workforce Policy Commission Standards for Primary Care Residency Training Programs Version: June 24, 2020

- I. Each Primary Care Residency (Obstetrics and Gynecology [OB/GYN], Pediatrics, Internal, and Family Medicine) Training Program shall be approved by the Accreditation Council for Graduate Medical Education's Residency Review Committee.
- II. Each Primary Care Residency Program approved for funding and contracted with under the Song-Brown Health Care Workforce Training Act (hereinafter "the Act") shall, prior to the initiation of training and the transfer of state funds:
 - A. Be approved by the appropriate Residency Review Committee of the American Medical Association, as documented in a formal letter of approval from the Residency Review Committee.
 - B. Be provided by an accredited medical school or a teaching hospital which has programs or departments that recognize Family medicine, Internal medicine, OB/GYN, and Pediatrics as major independent specialties.
- III. Each Primary Care Residency 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 physicians for service in such neighborhoods and communities.
- IV. Each training institution receiving funds under the Act shall develop appropriate strategies to encourage primary care physicians who are in the training program funded by the Act, to enter into practice in areas of unmet need for primary care physicians within California as defined by the Commission (hereinafter referred to as "areas of unmet need"). Such strategies shall incorporate the following elements:
 - A. An established procedure to identify, recruit, and match primary care medicine residents who possess characteristics which would suggest a predisposition to practice in areas of unmet need, and who express a commitment to serve in areas of unmet need.
 - B. An established counseling and placement program designed to encourage training program graduates to enter practice in areas of unmet need.
 - C. A program component such as a preceptorship experience in an area of unmet need, which will enhance the potential of training program graduates to practice in such an area.

Attachment F: California Healthcare Workforce Policy Commission Guidelines for Primary Care Residency Training Programs (Revised June 24, 2020)

Definition of Primary Care Residency Programs

An accredited graduate medical education training program for primary care physicians (Medical Doctor—M.D. or Doctor of Osteopathic Medicine—D.O.) who receive training in the areas of family medicine, internal medicine, obstetrics and gynecology, or pediatrics.

Strategies Relating to Areas of Need

The California Healthcare Workforce Policy Commission (Commission) gives special consideration to primary care training programs which have developed coherent strategies for locating their graduates in California areas of unmet need for primary care physicians as defined by the Commission. Such strategies shall include the following:

- Developing close ties with communities and neighborhoods experiencing a shortage of medical care.
- Attracting and admitting members of minority groups to the program.
- Demonstrating success in placing graduates in medically underserved areas.

Concept of Healthcare Teams

The primary care residency program should organize and teach primary care residents how to work with and use physician assistants and/or nurse practitioners in their practice and familiarize residents with the team approach to healthcare delivery. The Commission shall give special consideration to primary care residency programs integrated with primary care physician assistant or primary care nurse practitioner training programs.

Involvement of Local Community Physicians

Residency training programs should use primary care physicians from the local community.

Board-Certified Training Program Director

The primary care residency training program director should be a physician certified by the American Board in one of the specialties of Family Medicine, OB/GYN, Pediatrics, or Internal Medicine for Primary Care Practice's or American Osteopathic Board.

Medical Departments or Equivalent

Training institutions shall have a Family Medicine, OB/GYN, Pediatrics, or Internal Medicine department or administrative unit equivalent to those of the major clinical specialties.

Affiliations

The Commission shall take into consideration the existence of a written agreement of affiliation or association between a hospital and an accredited medical school when making recommendations to the director for allocation of Song-Brown funds.

Attachment G: California Healthcare Workforce Policy Commission Race and Ethnicity Definitions

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

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

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

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

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

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

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

Underrepresented Minority Definition

Underrepresented Minority (URM) refers to racial and ethnic populations that are underrepresented in the health professions relative to their numbers in the total population under consideration. In most instances, this will include Black, African-American or African, Hispanics or Latinos, American Indians, Native American or Alaskan natives, Native Hawaiians or other Pacific Islanders, and Asians **other than Chinese, Filipinos, Japanese, Koreans, Malaysians, Pakistanis, Asian Indian, and Thai.**

Attachment H: Existing PCR Slots Sample 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] [Agreement Start Date] (“Effective Date”) by and between the State of California, Office of Statewide Health Planning and Development (hereinafter “OSHPD”) and [Contract 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 family physicians, primary care physician's 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 Primary Care Residency Application.

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

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

A. Definitions:

1. “Act” means the Song-Brown Health Care Workforce Training Act, Health and Safety Code, Sections 128200, et. seq.
2. “Application” means the grant application/proposal submitted by Grantee.
3. “Commission” means the California Healthcare Workforce Policy Commission.
4. “Director” means the Director of the Office of Statewide Health Planning and Development or his designee.
5. “Deputy Director” means the Deputy Director of the Health Workforce Development Division (HWDD) or his/her designee.
6. “Grant Agreement/Grant Number” means Grant Number [Grant Agreement Number] awarded to Grantee.
7. “Grantee” means the fiscally responsible entity in charge of administering the grant funds and includes the Program identified on the Grant Application.
8. “Grant Funds” means the money provided by OSHPD for the Project described by Grantee in its Application and Scope of Work.

9. "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.
 10. "Program" means the Grantee's training program(s) listed on the Grant Application.
 11. "Program Director" means the Director of Grantee's training program(s) for which grant funds are being awarded.
 12. "Program Manager" means the OSHPD manager responsible for the grant program.
 13. "Project" means the activity described in the Grantee's Application and Scope of Work to be accomplished with the grant funds.
 14. "State" means the State of California and includes all its Departments, Agencies, Committees and Commissions.
 15. "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 following 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 Medicine/Internal Medicine/Obstetrics and Gynecology/Pediatrics Standards adopted by the California Healthcare Workforce Policy Commission:

California Healthcare Workforce Policy Commission Standards for [Specialty] Residency Training Programs Version: [Month-Day-Year]
 2. Under the direction of the Program Director, use grant funds to provide primary care training for [Number of Residents] resident(s) for a three-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 payment year three but no later than the end of the Agreement Term using the online forms that OSHPD provides, located at <https://eapp.oshpd.ca.gov/funding/>.
- E. Invoicing:
1. For services satisfactorily rendered in accordance with the Scope of Work (Agreement Section C), 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 resident(s)/student(s) trained under this Agreement, a signature by the Program Director certifying that each resident(s)/student(s) 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. Additional information may be requested by OSHPD during the term of the Grant Agreement.

F. Budget Detail and Payment Provisions:

Budget Detail:

OSHPD shall reimburse Grantee \$125,000 per resident for the expenses incurred in performing the Scope of Work in accordance with the following schedule:

Payment Year 1	[Year 1 Start Date] to [Year 1 End Date]	[Amount] per resident per year for [Number of Residents] resident(s)	Annual Amount
Payment Year 2	[Year 2 Start Date] to [Year 2 End Date]	[Amount] per resident per year for [Number of Residents] resident(s)	Annual Amount
Payment Year 3	[Year 3 Start Date] to [Year 3 End Date]	[Amount] per resident per year for [Number of Residents] resident(s)	Annual Amount

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

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

Training institutions may elect to commingle grant funds received pursuant to the Agreement with any other income available for operation of the residency 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 residents under the Agreement must be submitted as requested by the Commission or the OSHPD Director for purposes of program administration, evaluation, or review.
3. Records Retention and Audit:
- a. The training institution shall permit the OSHPD Director, or the California State Auditor, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its residency program for the purpose of audit and examination.
 - b. The training institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this grant (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.
 - c. The training institution agrees to make available at the office of the training institution at all reasonable times during the period set forth in subparagraph (d) below any of the records for inspection, audit or reproduction by an authorized representative of the State.
 - d. The training institution shall preserve and make available its records (a) for a period of three years from the date of final payment under this Agreement, and (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by subparagraph (i) or (ii) below:
 - i. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - ii. Records which relate to (i) litigation of the settlement of claims arising out of the performance of this Agreement, or (ii) costs and expenses of this Agreement as to which exception has been taken by the State

or any of its duly authorized representatives, shall be retained by the training institution until disposition of such appeals, litigation, claims, or exceptions.

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, the 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, the OSHPD shall have the option to either cancel this Agreement with no liability occurring to the 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 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 OSHPD and subject to the Public Records Act.
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. 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 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 Agreement are listed below. Direct all contract inquiries to:

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

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

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

Name:

Title:

Signature:

Name:

Title:

Attachment I: THC Existing PCR Slots Sample 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 family physicians, primary care physician's 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 Primary Care Residency Application.

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

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

A. Definitions:

1. “Act” means the Song-Brown Health Care Workforce Training Act, Health and Safety Code, Sections 128200, et. seq.
2. “Application” means the grant application/proposal submitted by Grantee.
3. “Commission” means the California Healthcare Workforce Policy Commission.
4. “Director” means the Director of the Office of Statewide Health Planning and Development or his designee.
5. “Deputy Director” means the Deputy Director of the Health Workforce Development Division (HWDD) or his/her designee.
6. “Grant Agreement/Grant Number” means Grant Number [Grant Agreement Number] awarded to Grantee.
7. “Grantee” means the fiscally responsible entity in charge of administering the grant funds and includes the Program identified on the Grant Application.
8. “Grant Funds” means the money provided by OSHPD for the Project described by Grantee in its Application and Scope of Work.
9. “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.

10. "Program" means the Grantee's training program(s) listed on the Grant Application.
 11. "Program Director" means the Director of Grantee's training program(s) for which grant funds are being awarded.
 12. "Program Manager" means the OSHPD manager responsible for the grant program.
 13. "Project" means the activity described in the Grantee's Application and Scope of Work to be accomplished with the grant funds.
 14. "State" means the State of California and includes all its Departments, Agencies, Committees and Commissions.
 15. "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 Medicine/Internal Medicine/Obstetrics and Gynecology/Pediatrics Standards adopted by the California Healthcare Workforce Policy Commission:

California Healthcare Workforce Policy Commission Standards for [Specialty] Residency Training Programs Version: [Month-Day-Year]
 2. Under the direction of the Program Director, use grant funds to provide primary care training for [Number of Residents] first year residents.
- D. Final Report: Grantee shall complete and submit a Final Report within 60 days of the end of the Agreement Term using the online forms that OSHPD provides, located at <https://eapp.oshpd.ca.gov/funding/>.
- E. Invoicing:
1. An initial payment of 70 percent will be made upon execution of the Agreement. OSHPD will withhold 30 percent of the full Grant Award pending satisfactory completion by the Grantee of all the terms and conditions required by the Agreement.
 2. Withheld funds will be disbursed upon the satisfactory completion of all terms and conditions and proof of allowable expenses. Additional information may be requested by OSHPD during the term of this Grant Agreement.
 3. The Grantee shall submit for payment a certification form provided by OSHPD detailing allowable expenses for payment of the remaining 30 percent of the Grant Award. The certification shall include the Grant Agreement Number and signature by the Program Director and shall be submitted electronically using the online forms that OSHPD provides, located at <https://eapp.oshpd.ca.gov/funding/>.

F. Budget Detail and Payment Provisions:

Budget Detail:

OSHPD shall reimburse Grantee for the expenses incurred between [Agreement Start Date] and [Agreement End Date] in performing the Scope of Work in accordance with the following schedule:

Direct Cost Allowances	TOTAL PROGRAM ANNUAL BUDGET	SONG-BROWN FUNDING
(1) Personnel [Full-time/Part-time] Faculty and staff	\$[Program Budget]	\$[Song-Brown Funds]
(2) Operating Expenses [Supplies, equipment under \$500.00, postage, duplication, equipment maintenance, communication, and memberships]	\$[Program Budget]	\$[Song-Brown Funds]
(3) Major Equipment [Equipment over \$500.00]	\$[Program Budget]	\$[Song-Brown Funds]
(4) Other Costs [Travel, consultants, and stipends]	\$[Program Budget]	\$[Song-Brown Funds]
(5) Subtotal	\$[Program Budget]	\$[Song-Brown Funds]
(6) Indirect Costs (8% maximum)	\$[Program Budget]	\$[Song-Brown Funds]
(7) Total Proposed Budget	\$[Program Budget]	\$[Song-Brown Funds]

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

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

Training institutions may elect to commingle grant funds received pursuant to the Agreement with any other income available for operation of the residency 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 residents under the Agreement must be submitted as requested by the Commission or the OSHPD Director for purposes of program administration, evaluation, or review.
3. Records Retention and Audit:
- a. The training institution shall permit the OSHPD Director, or the California State Auditor, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its residency program for the purpose of audit and examination.
 - b. The training institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this grant (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.
 - c. The training institution agrees to make available at the office of the training institution at all reasonable times during the period set forth in subparagraph (d) below any of the records for inspection, audit or reproduction by an authorized representative of the State.
 - d. The training institution shall preserve and make available its records (a) for a period of three years from the date of final payment under this Agreement, and (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by subparagraph (i) or (ii) below:
 - i. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

- ii. Records which relate to (i) litigation of the settlement of claims arising out of the performance of this Agreement, or (ii) costs and expenses of this Agreement as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the training institution until disposition of such appeals, litigation, claims, or exceptions.

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, the 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, the OSHPD shall have the option to either cancel this Agreement with no liability occurring to the 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 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 OSHPD and subject to the Public Records Act.
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. 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. 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 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 Agreement are listed below. Direct all contract inquiries to:

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

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

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

Name:

Title:

Signature:

Name:

Title:

Attachment J: PCR Expansion Slots Sample 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 family physicians, primary care physician's 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 Primary Care Residency Application.

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

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

A. Definitions:

1. “Act” means the Song-Brown Health Care Workforce Training Act, Health and Safety Code, Sections 128200, et. seq.
2. “Application” means the grant application/proposal submitted by Grantee.
3. “Commission” means the California Healthcare Workforce Policy Commission.
4. “Director” means the Director of the Office of Statewide Health Planning and Development or his designee.
5. “Deputy Director” means the Deputy Director of the Health Workforce Development Division (HWDD) or his/her designee.
6. “Grant Agreement/Grant Number” means Grant Number [Grant Agreement Number] awarded to Grantee.
7. “Grantee” means the fiscally responsible entity in charge of administering the grant funds and includes the Program identified on the Grant Application.
8. “Grant Funds” means the money provided by OSHPD for the Project described by Grantee in its Application and Scope of Work.

9. "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.
10. "Program" means the Grantee's training program(s) listed on the Grant Application.
11. "Program Director" means the Director of Grantee's training program(s) for which grant funds are being awarded.
12. "Program Manager" means the OSHPD manager responsible for the grant program.
13. "Project" means the activity described in the Grantee's Application and Scope of Work to be accomplished with the grant funds.
14. "State" means the State of California and includes all its Departments, Agencies, Committees and Commissions.
15. "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 Medicine/Internal Medicine/Obstetrics and Gynecology/Pediatrics Standards adopted by the California Healthcare Workforce Policy Commission:

California Healthcare Workforce Policy Commission Standards for [Specialty] Residency Training Programs Version: [Month-Day-Year]

2. Under the direction of the Program Director, use grant funds to provide primary care training for [Number of Residents] resident(s) for a three-year cycle beginning [Agreement Start Date] and ending [Agreement End Date]. Each resident supported represents a permanent expansion of the program.

D. Final Report: Grantee shall complete and submit a Final Report within 60 days of the end of payment year three but no later than the end of the Agreement Term using the online forms that OSHPD provides, located at <https://eapp.oshpd.ca.gov/funding/>.

E. Invoicing:

1. For services satisfactorily rendered in accordance with the Scope of Work (Agreement Section C), 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 resident(s)/student(s) trained under this Agreement, a signature by the Program Director certifying that each resident(s)/student(s) 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. Additional information may be requested by OSHPD during the term of the Grant Agreement.

F. Budget Detail and Payment Provisions:

Budget Detail:

OSHPD shall reimburse Grantee \$300,000 per resident for the expenses incurred in performing the Scope of Work in accordance with the following schedule:

Payment Year 1	[Year 1 Start Date] to [Year 1 End Date]	[Amount] per resident per year for [Number of Residents] resident(s)	[Annual Amount]
Payment Year 2	[Year 2 Start Date] to [Year 2 End Date]	[Amount] per resident per year for [Number of Residents] resident(s)	[Annual Amount]
Payment Year 3	[Year 3 Start Date] to [Year 3 End Date]	[Amount] per resident per year for [Number of Residents] resident(s)	[Annual Amount]

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

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

Training institutions may elect to commingle grant funds received pursuant to the Agreement with any other income available for operation of the residency 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 residents under the Agreement must be submitted as requested by the Commission or the OSHPD Director for purposes of program administration, evaluation, or review.
3. Records Retention and Audit:
- a. The training institution shall permit the OSHPD Director, or the California State Auditor, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its residency program for the purpose of audit and examination.
 - b. The training institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this grant (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.
 - c. The training institution agrees to make available at the office of the training institution at all reasonable times during the period set forth in subparagraph (d) below any of the records for inspection, audit or reproduction by an authorized representative of the State.
 - d. The training institution shall preserve and make available its records (a) for a period of three years from the date of final payment under this Agreement, and (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by subparagraph (i) or (ii) below:
 - i. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - ii. Records which relate to (i) litigation of the settlement of claims arising out of the performance of this Agreement, or (ii) costs and expenses

of this Agreement as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the training institution until disposition of such appeals, litigation, claims, or exceptions.

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, the 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, the OSHPD shall have the option to either cancel this Agreement with no liability occurring to the 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 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 OSHPD and subject to the Public Records Act.
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. 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, 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 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 Agreement are listed below. Direct all contract inquiries to:

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

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

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

Name:

Title:

Signature:

Name:

Title:

Attachment K: New PCR Programs Sample 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 family physicians, primary care physician's 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 Healthcare Workforce Training Program, by submitting an application in response to the [Application Year] Song-Brown Primary Care Residency Application.

WHEREAS, Grantee was selected by OSHPD to receive grant funds through procedures duly adopted by OSHPD for the purpose of administering such grants.

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

A. Definitions:

1. “Act” means the Song-Brown Health Care Workforce Training Act, Health and Safety Code, Sections 128200, et. seq.
2. “Application” means the grant application/proposal submitted by Grantee.
3. “Commission” means the California Healthcare Workforce Policy Commission.
4. “Director” means the Director of the Office of Statewide Health Planning and Development or his designee.
5. “Deputy Director” means the Deputy Director of the Health Workforce Development Division (HWDD) or his/her designee.
6. “Grant Agreement/Grant Number” means Grant Number [Grant Agreement Number] awarded to Grantee.
7. “Grantee” means the fiscally responsible entity in charge of administering the grant funds and includes the Program identified on the Grant Application.
8. “Grant Funds” means the money provided by OSHPD for the Project described by Grantee in its Application and Scope of Work.
9. “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.

10. "Program" means the Grantee's training program(s) listed on the Grant Application.
11. "Program Director" means the Director of Grantee's training program(s) for which grant funds are being awarded.
12. "Program Manager" means the OSHPD manager responsible for the grant program.
13. "Project" means the activity described in the Grantee's Application and Scope of Work to be accomplished with the grant funds.
14. "State" means the State of California and includes all its Departments, Agencies, Committees and Commissions.
15. "Training Institution" means the Grantee.

B. Term of the Agreement: This Agreement shall take effect on the [Agreement Start Date] and shall terminate on [Agreement End Date].

C. Scope of Work: Grantee agrees to the following Scope of Work as set forth herein. In the event of a conflict between the provisions of this section and the Grantee's Application, the provisions of this Scope of Work Section shall prevail:

1. Under the direction of the residency Program Director, use grant funds to offset the costs associated with obtaining program accreditation from the Accreditation Council for Graduate Medicine Education (ACGME).
2. Comply with the latest version of the Family Medicine/Internal Medicine/Obstetrics and Gynecology/Pediatrics Standards adopted by the California Healthcare Workforce Policy Commission:

California Healthcare Workforce Policy Commission Standards for
[Specialty] Residency Training Programs Version: [Month-Day-Year]

D. Invoicing:

1. Funds will be disbursed upon the satisfactory completion of all terms and conditions and proof of program accreditation by the ACGME and allowable expenses. Additional information may be requested by OSHPD during the term of the Grant Agreement.
2. The total amount payable to the Grantee under this Agreement shall not exceed [Total Award Amount].
3. Indirect costs are not an allowable expense.
4. The Grantee shall submit for payment a certification form provided by OSHPD detailing allowable expenses. The certification, along with proof of program accreditation by the ACGME and allowable expenses, shall include the Grant Agreement Number and signature by the Program Director. Submit all required documents using the online forms that OSHPD provides, located at <https://eapp.oshpd.ca.gov/funding/>.

E. Budget Detail and Payment Provisions:

Budget Detail:

OSHPD shall reimburse Grantee for the expenses incurred in performing the Scope of Work through a one-time payment that shall not exceed [Total Award Amount]

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

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

Training institutions may elect to commingle grant funds received pursuant to the Agreement with any other income available for operation of the residency 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 residents under the Agreement must be submitted as requested by the Commission or the OSHPD Director for purposes of program administration, evaluation, or review.
 3. Records Retention and Audit:
 - a. The training institution shall permit the OSHPD Director, or the California State Auditor, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its residency program for the purpose of audit and examination.
 - b. The training institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this grant (hereinafter collectively called the "records") to the extent and in such

detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.

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

G. Budget Contingency Clause:

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the 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, the OSHPD shall have the option to either cancel this Agreement with no liability occurring to the OSHPD or offer an agreement amendment to Grantee to reflect the reduced amount.

H. 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.
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.

I. 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 OSHPD and subject to the Public Records Act.
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. 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.
12. 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 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.

13. 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.
14. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
15. 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.
16. 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.

J. Project Representatives: The Project Representatives during the term of this Agreement are listed below. Direct all contract inquiries to:

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

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

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

Name:

Title:

Signature:

Name:

Title:
