



Office of Statewide Health  
Planning and Development



## **Bachelor of Science Nursing Scholarship Program (BSNSP)**

**Grant Guide  
For Fiscal Year 2020-21**

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## Section I: BSNSP Grant Information

### A. Background and Mission

The Office of Statewide Health Planning and Development's (OSHPD) Health Professions Education Foundation (HPEF) is a nonprofit 501(c)(3) foundation that improves access to health care in underserved areas of California by providing scholarships and loan repayments to health professional students and graduates who provide direct patient care in those communities. HPEF and its programs are supported by grants, donations, licensing fees, and special funds.

BSNSP is funded through a \$10 surcharge for renewal and licensure fees of Registered Nurses (RN) in California. Eligible applicants may receive up to \$10,000 in exchange for a 12 month service obligation practicing and providing direct patient care in an underserved community. The purpose of this program is to increase the number of appropriately trained RNs providing direct patient care in a qualified facility in California.

### B. Eligibility Requirements

#### 1. Provider Eligibility Requirements

To be eligible for a BSNSP award, each applicant must:

- Be enrolled in a minimum of six units, or its equivalent, until program completion.
- Have a GPA of 2.0 or greater.
- Graduate after June 30, 2021.
- Be free from any other service obligation, including from other HPEF programs.
- Be willing to work in a medically underserved area for 12 months.
- Not be in breach of a previous HPEF contract.
- Complete and submit the application through the [OSHPD Funding Portal](#) by the deadline.

#### 2. Eligible Educational Programs

BSNSP applicants must be currently accepted or enrolled in a bachelor's degree nursing program.

#### 3. Eligible Geographic and Site Designations

A worksite must be in one of the following eligible geographic or site designations:

- Health Professional Shortage Area – Primary Care (HPSA-PC)
- Primary Care Shortage Area (PCSA)
- Registered Nursing Shortage Area (RNSA)
- Tribal Health Clinic
- Federally Qualified Healthcare Center (FQHC)
- Rural Healthcare Center
- County or State Facility

Find out if your worksite is located in an eligible area <https://geo.oshpd.ca.gov/hpsa-search>.

#### **4. Eligible Cost of Attendance**

You must indicate that you have costs associated with schooling to be eligible for an award. The cost of attendance (COA) is the total amount it will cost for you to go to college each year. The COA includes the following expenses:

- Tuition and fees.
- On-campus room and board (or a housing and food allowance for off-campus students).
- Allowances for books, supplies, transportation, loan fees, and, if applicable, dependent care.

#### **C. Award Amounts and Available Funding**

##### **1. Available Funding**

OSHPD issues this Grant Guide based on the total BSNSP funding provided each award cycle. BSNSP funding comes from licensure fees of Registered Nurses (RN) in California.

##### **2. Award Amount**

The maximum award amount for the BSNSP is \$10,000.

HPEF may award full, partial, or no funding to an applicant based on the applicant's success in meeting the selection criteria, and the amount of available funds. Applicants will not be awarded more than their total cost of attendance. Applicants may receive an award up to 3 times.

#### **D. Initiating an Application**

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

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

New applicants must first register as a user to access the application materials. Returning applicants must use their email and password to login. Section II: Provider eApp Technical Guide contains information regarding how to register and complete your application.

You may apply for more than one scholarship or loan repayment program at a time. However, if awarded, you can only contract for one service obligation at a time.

#### **E. Service Obligation**

Service obligation means a scholarship and or loan repayment service commitment in which the recipient has a contractual obligation to practice their profession in a qualified facility/agency in California for a specified period of time." For applicants who have an existing service obligation, the end date of the obligation must be before the award date of this grant.

Within six months of graduating from an accredited college or career institution from a qualified program, Grantees must show proof that they are providing permanent full-time direct patient care, (a minimum of 32 hours per week) and practice for 12 months at a qualified facility in California.

## **F. Direct Patient Care**

Direct patient care means the provision of healthcare services provided directly to individuals being treated for, or suspected of having, physical illnesses. Direct patient care includes preventative care and the first line supervision of direct patient care.

Direct patient care includes hands on, face-to-face contact with patients for the purpose of diagnosis, treatment and monitoring. Administrative duties do not fall under direct patient care.

## **G. Worksite Absences**

Grantee can take up to four weeks in a calendar year away from their BSNSP approved worksite for vacation, holidays, continuing professional education, illness, or any other reason. OSHPD will execute a contract amendment to extend the Grantee's obligation end date for each day of absence over the allowable four weeks.

## **H. Communication Requirements**

Grantee must email OSHPD within these specified timeframes for the following reasons:

### **a. Immediately:**

- If you are no longer employed by the approved worksite.

### **b. 30 calendar days if you:**

- Have any change in full-time status, including but not limited to, a decrease in the number of hours providing medical services.
- Change your name, mailing address, phone number, or email address.
- Graduate from a bachelor's nursing degree program. Submit Graduation Date Verification (GDV) form through the eApp portal. OSHPD will verify you have graduated.
- Have a change in worksite. Submit an Employment Verification Form (EVF) through the eApp portal. OSHPD will verify worksite is eligible.
- Begin a leave of absence for medical or personal reasons.

## **I. Evaluation and Scoring Procedures**

OSHPD may make multiple awards. Please refer to Attachment A: Evaluation and Scoring Criteria. Final awards include consideration of the following elements:

1. At the time of application closing, OSHPD will check each application for the presence or absence of required information in conformance with the submission requirements.
2. OSHPD may reject applications that contain false or misleading information.
3. OSHPD will use the evaluation criteria in Attachment A: Evaluation and Scoring Criteria to score applications. OSHPD intends for this application to support multiple counties in California by providing a distribution of awards throughout the state. OSHPD may give preference to applications seeking to support geographic regions not addressed by other similarly scored applications.

## J. Award Process

OSHPD will notify selected applicants via eApp after finalizing all award decisions. The award process time can vary depending upon the number of applications received. OSHPD will use DocuSign to send grant documents to Grantees for review and signatures.

Not all applicants will receive an award. Awards are made on a competitive basis and only those applicants that meet the program eligibility requirements will be considered for an award. The number of applicants awarded each cycle will depend on the number of eligible applications received as well as the availability of funding for the fiscal year. Applicants not selected for an award may apply for the next cycle. HPEF will not reuse or return any documentation previously submitted.

## K. Grant Agreement Deliverables

The Grantee shall:

- Submit a GDV form 30 days upon graduating.
- Submit an EVF 60 days upon graduating and **anytime** there is a change in worksite.
- Submit a semi and annual report during the one-year service obligation.
- Request and submit a Payee Data Record form (STD204) anytime there is a change in the Grantee's residential address.

## L. Post Award and Payment Provisions

1. OSHPD expects the Grantee will begin performance of the grant agreement on the start date listed on the grant documents.
2. The State Controller's Office mails a paper check directly to the Grantee's address on file. See Attachment B: Sample Grant Agreement, Section C for information on the payment schedule.
3. OSHPD cannot provide tax advice to Grantees. OSHPD are not tax professionals and tax consequences may vary depending on the Grantee. For this reason, Grantees should seek professional tax advice.

## M. Breach Policy

OSHPD reserves the right to recover monies for the Grantee's failure to perform the obligations set forth in the grant agreement. Refer to Attachment B: Sample Grant Agreement – Section G: Breach of Agreement by Grantee for detailed information.

## N. Key Dates

The key dates for the program year are as follows:

Event	Date	Time
Application Available	January 4, 2021	3:00 p.m.
Application Submission Deadline	February 23, 2021	3:00 p.m.
Proposed Grant Agreement Start Date	May 31, 2021	N/A

## O. Grant Questions and Answers

You can find answers to most questions in this Grant Guide. Prospective applicants may submit questions to OSHPD at [HPEF-Email@oshpd.ca.gov](mailto:HPEF-Email@oshpd.ca.gov) at any time during the application cycle.

## P. Technical Assistance Call (TAC)

Applicants are encouraged to attend a scheduled TAC. Below is the schedule of TACs

TAC #	Date	Time	Meeting Info
1	January 14, 2021	9:30am – 10:15am	<a href="#">Click here to join the meeting</a> <a href="tel:+19165350978">+1 916-535-0978, 422298179#</a> United States, Sacramento Phone Conference ID: 422 298 179#
2	February 5, 2021	12:000pm – 12:45pm	<a href="#">Click here to join the meeting</a> <a href="tel:+19165350978">+1 916-535-0978, 780039129#</a> United States, Sacramento Phone Conference ID: 780 039 129#
3	February 19, 2021	4:00pm – 4:45pm	<a href="#">Click here to join the meeting</a> <a href="tel:+19165350978">+1 916-535-0978, 61310998#</a> United States, Sacramento Phone Conference ID: 613 109 98#

## Q. Contact Us

For questions related to BSNP and the eApp, please email [HPEF-Email@oshpd.ca.gov](mailto:HPEF-Email@oshpd.ca.gov).

## Section II: eApp Technical Guide

### A. Accessing the Application System

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

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

### B. Registration and Login

All applicants must register in the eApp system before beginning an application. To register as a new user, click the “Create Account” button on the home page and follow the instructions. After submitting your email address and creating a password, you will receive an email with an account activation link. Click the link in the email to return to the eApp and complete your user account.

### C. Submitting an Application

- By submitting the application, you agree to the grant Terms and Conditions.
- OSHPD will not consider late or incomplete applications. For more detailed information, refer to *Key Dates* in this Grant Guide.
- Once you click the “Submit” button, you cannot go back to revise the application.
- The eApp will email you a confirmation of application submission.

### D. BSNP Application Components

A submitted application must contain all required information and conform to the Grant Guide format.

The BSNP application has nine sections for applicants to fill out:

1. General Information
2. Contact Information (**1 contact required**)
3. Academic Information
4. Program Graduation Date Verification
5. Employment History and Verification
6. Personal Statements
7. Tax Returns
8. Required Documents
  - a. Acceptable document formats include .jpg, .doc, .docx, and .pdf
9. Application Certification

Each BSNP application page displays instructions. The “Help” button located next to your username in the upper right corner of your browser window is available for additional assistance or explanation.



**Attachment A: Evaluation and Scoring Criteria**

<b>SCORING CRITERIA</b>		
<b>Core Categories</b>	<b>Guideline</b>	<b>Points</b>
<b>Community Background</b>	<p><b>Describe how your family background, education, training, and life experiences have influenced your decision to pursue a health professional career.</b></p> <p><b>1 point:</b> Applicant clearly expresses how their experiences have influenced their decision to pursue a nursing career.</p>	<b>1 point max</b>
	<p><b>Describe how your family background, education, training, and life experiences have influenced your commitment to working in a medically underserved area.</b></p> <p><b>1 point:</b> Applicant clearly expresses how their experiences have influenced their commitment to working in a medically underserved area.</p>	<b>1 point max</b>
	<p><b>Have you lived in an underserved or disadvantaged community? If so, please describe your experiences. If not, describe how you can relate to a community that is underserved or disadvantaged.</b></p> <p><b>1 point:</b> Applicant clearly describes why they consider themselves part of an underserved or disadvantaged community or how they can relate to those who live in an economically disadvantaged background.</p>	<b>1 point max</b>

<b>SCORING CRITERIA</b>		
<b>Core Categories</b>	<b>Guideline</b>	<b>Points</b>
<b>Career Goals</b>	<p><b>After becoming a licensed health professional, describe your short-term career goals (less than 5 years) as they relate to providing direct patient care in a medically underserved area.</b></p> <p><b>1 point:</b> Applicant clearly expresses interest in practicing direct patient care.</p> <p><b>1 point:</b> Applicant clearly expresses an interest in working in a Medically Underserved area (MUA) or disadvantaged community.</p>	<b>2 points max</b>
	<p><b>After becoming a licensed health professional, describe your long-term career goals (5+ years) as they relate to providing direct patient care in a medically underserved area.</b></p> <p><b>1 point:</b> Applicant clearly expresses interest and is committed to a healthcare career.</p> <p><b>1 point:</b> Applicant clearly expresses interest in practicing direct patient care in a MUA for many years.</p>	<b>2 points max</b>
<b>Cultural Competency</b>	<p><b>Cultural and linguistic needs include the language, thoughts, communications, actions, customs, beliefs, values, and institutions of racial, ethnic, religious, or social groups. Give an example of how your life experiences and/or education have contributed to gaining an understanding of the cultural and linguistic needs of a medically underserved community.</b></p> <p><b>0-4 points:</b> Applicant states how their life experiences or education have prepared them to respond effectively to the cultural and linguistic needs of the medically underserved.</p>	<b>4 points max</b>
<b>Financial Need</b>	<p><b>Financial need is calculated by using the adjusted gross income on the applicant's Tax Returns and Cost of Attendance.</b></p> <p>Financial need includes educational expenses/school budget, household income, and number of dependents.</p>	<b>4 points max</b> (Predetermined)
<b>Academic Performance</b>	<b>Student must maintain a 2.0 GPA.</b>	<b>3 points max</b> (Predetermined)

<b>SCORING CRITERIA</b>		
<b>Core Categories</b>	<b>Guideline</b>	<b>Points</b>
<b>Work Experience</b>	<p><b>1 point:</b> Has worked in a health-related environment for at least 6 months.</p> <p><b>2 points:</b> Has worked providing direct patient care for at least 6 months.</p>	<b>3 points max</b> (Full points only)
<b>Graduation Date</b>	<p><b>1 point:</b> Graduation date is later than December 31, 2021.</p> <p><b>2 points:</b> Graduation date is within 2021.</p>	<b>2 points max</b> (Full Points Only)
<b>Type of School</b>	<p><b>1 point:</b> Attends online school with physical location in California or affiliation with California college or university.</p> <p><b>2 points:</b> Attends California college or university or technical school on campus</p>	<b>2 points max</b> (Predetermined)
<b>Extra Points</b>	<p><b>1 point:</b> Speaks a second language.</p> <p><b>1 point:</b> Speaks a second language and uses it in their place of employment.</p> <p><b>1 point:</b> Applicant stated they were the first to attend college.</p> <p><b>1 point:</b> Application stated they are a military veteran, with proof of honorable discharge.</p> <p><b>1 point:</b> Applicant obtained an ADN degree.</p>	<b>5 points max</b> (Predetermined)
<b>Total</b>		<b>30 points max</b>  <b>17.5 points minimum</b>

## Attachment B: Sample Grant Agreement

GRANT AGREEMENT BETWEEN THE OFFICE OF STATEWIDE HEALTH PLANNING &  
DEVELOPMENT (HEALTH PROFESSIONS EDUCATION FOUNDATION) AND  
**[Provider Name]**  
GRANT AGREEMENT NUMBER **[Grant Number]**

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

The purpose of this Agreement is for OSHPD to provide, under the **[Scholarship Program Name]**, scholarship funds for the benefit of the Grantee in exchange for the Grantee’s commitment to work in a Qualified Facility, as defined below, for the Term of this Agreement.

### A. Definitions:

1. “Program Application” means the grant application submitted by Grantee.
2. “Direct Patient Care” means the provision of health care services directly to individuals being treated for or suspected of having physical or mental illnesses. Direct patient care includes preventative care and first line supervision.
3. “Full-time Service” is defined as a minimum of 32 hours per week.
4. “Term” means the period of **[Contract Start Date]** through **[Contract End Date]**.
5. “Qualified Facility” will hereinafter refer to:
  - a. Either (i) a facility determined by the Director pursuant to section 128385 of the Health and Safety Code to be an eligible county health facility or an eligible state-operated facility, or (ii) a facility within a Medically Underserved Area, meaning a geographic area designated by the Director of the Office of Statewide Health Planning and Development, which means one of the following sets of criteria:
    1. A medical service study or urban subdivision of a medical service study area as designated by the California Health Workforce Policy Commission which has fewer than one primary care physician per 3,000 persons. Primary care physicians are licensed physicians in California who practice principally in general or family practice, general internal medicine, pediatrics or obstetrics and gynecology.
    2. A primary care health professional shortage area as designated by the Secretary of the U.S. Department of Health and Human Services under the authority of section 254e of Title 42 of the United States Code Annotated.

**B. Term of the Agreement**

This Agreement shall take effect on **[Contract Start Date]** and shall terminate on **[Contract End Date]**.

**C. Scope of Work:**

Grantee agrees to the following Scope of Work. 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. Be enrolled or accepted as a student, in good standing, in a school or training institution, properly accredited by the appropriate authority.
2. Be enrolled in a(n) **[Program Name]** with at least six (6) units per semester, trimester, or quarter, and maintain a 2.0 GPA or better in the **[Program Name]** for the duration of the program until a degree is conferred.
3. Within 30 days following graduation from the **[Program Name]**:
  - a. Submit Graduation Date Verification form certifying Grantee was in good standing and graduated from the **[Program Name]**.
4. Within a six (6) month period following graduation from the **[Program Name]**:
  - a. Begin permanent Full-Time (not less than 32 hours of direct patient care) in a Qualified Facility in California for a period of not less than 12 months ("Service Obligation").
  - b. Provide proof of full-time employment to OSHPD, including hire date, position, and hours worked per week (paystubs may be required). OSHPD will provide forms as needed to Grantee.
  - c. Provide a copy of licensure, registration or certificate including the license number issued by the appropriate California licensing board.
5. Notify OSHPD, in writing, of any and all name, mailing address, phone number, and e-mail address changes within 30 days of the changes.
6. Need to change your place of employment, the Grantee must notify OSHPD within 30 days of the change. OSHPD will verify if the new place of employment qualifies.
7. In all respects, comply with the applicable statutes and regulations governing the Health Professions Education Foundation (HPEF), including but not limited to Health and Safety Code section 128330, et seq. These documents are hereby incorporated by reference and made part of this Agreement as if attached hereto.
8. Submit to OSHPD by required deadlines, as determined by OSHPD, all requested information during the duration of the contract term, **[Contract Start Date]** through **[Contract End Date]**. OSHPD may request information to include, but not limited to, Graduation Date Verification Form, Semi-Annual and Annual Progress Reports, and Employment Verification.

9. Upon completion of the service commitment, the Grantee shall be available to receive and complete the online post program survey.
10. Not sign, or have signed, a contract with another entity to practice professionally for a given period (during the Term) in exchange for financial assistance, including tuition reimbursement, scholarships, loans, or a loan repayment. The Grantee shall be ineligible to receive a scholarship under this Agreement until the conflicting obligation to this other entity has been fulfilled.

**D. Payment Provisions and Reporting Requirements:**

1. During the Term, OSHPD agrees to make **[Payment Frequency]** payment directly to the Grantee. OSHPD reserves the right to change payment provisions within the Agreement term, if needed.
2. Service obligations will be monitored via the regular submission of Program Progress Reports by the Grantee. OSHPD reserves the right to increase or decrease the number of progress reports required to be submitted within the Agreement term, if needed.

The total obligation of OSHPD under this Agreement shall not exceed **[\$Award Amount]** to the Grantee.

Payments shall be made and is conditioned upon OSHPD's receipt of proof of enrollment in good standing in the **[Program Name]**. Payment shall be made within 45 calendar days of the execution of this Agreement.

**E. Award Tax**

OSHPD cannot provide tax advice to grantees. OSHPD are not tax professionals and tax consequence may vary depending on the grantee. For this reason, grantees should seek professional tax advice.

OSHPD does not withhold any tax from the scholarship or loan repayment award.

**F. Prompt Payment Clause:**

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

**G. Budget Contingency Clause:**

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, OSHPD shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.

2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, OSHPD shall have the option to either cancel this Agreement with no liability occurring to OSHPD or offer an Agreement amendment to Grantee to reflect the reduced amount.

**H. Breach:**

1. If the Grantee breaches the terms of this Agreement by failing to either begin the service obligation or to complete it, OSHPD shall be entitled to recover from the Grantee an amount determined by the following formula, plus interest:

$$A = F \times \{(T-S)/T\}$$

in which "A" is the amount that OSHPD is entitled to recover; "F" is the sum of the amounts paid under this Agreement to or on behalf of the Grantee; "T" is the total number of months in the Grantee's period of obligated service; and "S" is the number of months of such period already served by the Grantee. Ten (10) percent interest shall be charged on the outstanding principal annually. Interest shall begin to accrue from the date of the breach, as determined by OSHPD. Repayment shall be required in monthly installments, in amounts calculated by OSHPD to permit repayment in seven years.

2. A breach of this Agreement by the Grantee ends any obligations of OSHPD under this Agreement, including any further payments to or on behalf of the Grantee for outstanding educational debts. However, notwithstanding the breach, a Grantee may seek relief under Section G, of this Agreement.
3. The date of the breach, where no relief is otherwise granted by OSHPD, shall be 30 (thirty) calendar days after deposit in the U.S. mail of a notice of pending default to Grantee for failure to comply with this Agreement.
4. To suspend a pending breach, I, the Grantee, must pay a \$250.00 (Two Hundred Fifty Dollars and No Cents) administrative fee to OSHPD within 30 (thirty) days of the date of the notice pending default letter, and provide all documentation as requested therein.

**I. Provisions for Suspension, Waiver, Cancellation or Voluntary Termination of Service:**

1. Any service or payment obligation incurred by the Grantee will be canceled upon the Grantee's death.
2. A Grantee may seek a modification, waiver, suspension, reduction, or delay of the service or payment obligations incurred as a result of Grantee's breach by written request to OSHPD setting forth the basis, circumstances, and causes which support the requested action. OSHPD may approve a request for a suspension for a period of not more than one (1) year. A renewal of this suspension may also be granted on a case-by-case basis.
3. OSHPD may modify, waive, suspend, reduce, or delay any service or payment obligation incurred by an Grantee whenever compliance by the Grantee is impossible, or

would involve extreme hardship to the Grantee, and if the enforcement of the service or payment obligation would be against equity and good conscience.

4. Compliance by an Grantee with a service or payment obligation shall be considered impossible if OSHPD determines, on the basis of information and documentation, that the Grantee suffers from a physical or mental disability resulting in the permanent (or near-permanent) inability of the Grantee to perform the service or other activities which would be necessary to comply with the obligation.
5. In determining whether to waive, suspend, reduce or delay any or all of the service or payment obligations of a Grantee as imposing an undue hardship and being against equity and good conscience, OSHPD may consider:
  - a. The Grantee's present financial resources and obligations;
  - b. The Grantee's estimated future financial resources and obligations; and
  - c. The extent to which the Grantee has problems of a personal nature, such as physical or mental disabilities, or terminal illness in the immediate family, which so intrude on the Grantee's present and future ability to perform as to raise a presumption that the individual will be unable to perform the obligation incurred.

**J. Agreement Continuation:**

1. Grantee may apply to extend the term of the Agreement. OSHPD reserves the right to deny Grantee's request to extend the term of the Agreement.
2. Grantee may take up to four weeks in a calendar year, award from their approved practice site for vacation, holidays, continuing professional education, illness, or any other reason, except otherwise required in order to comply with applicable federal and state laws.
3. Should OSHPD and the Grantee agree to amend the dates of this Agreement, the service obligation shall be extended for each day of absence over the allowable four weeks.

**K. General Terms and Conditions:**

1. 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.
2. Time: Time is of the essence in this Agreement. Grantee will submit the required deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and scheduling issues, to adhere to the terms of the Agreement, is the sole responsibility of the Grantee.
3. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.



4. **Ownership and Public Records Act:** All reports and the supporting documentation and data collected during the funding period which are embodied in those reports, shall become the property of the State and subject to the Public Records Act.
5. **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.
6. **Disputes:** Participant shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement, shall be resolved as follows:
  - a. The Participant will discuss the problem informally with the HPEF Program Manager. If unresolved, the problem shall be presented, in writing, to the Executive Director, stating the issues in dispute, the basis for the Participant's position, and the remedy sought. Participant shall include copies of any documentary evidence and describe any other evidence that supports its position with its submission to the Executive Director.
  - b. Within ten working days after receipt of the written grievance from the Participant, the Executive Director or their designee shall make a determination and respond in writing to the Participant indicating the decision and reasons for it.
  - c. Within ten working days of receipt of the Executive Director's decision, The Participant may appeal to the Chief Deputy Director stating why the Participant does not agree with the Executive Director's decision. The Chief Deputy Director or designee (who shall not be the Deputy Director or their designee) shall meet with the Participant within 20 working days of receipt of the Participant's appeal. During this meeting, the Participant and OSHPD may present evidence in support of their positions.
  - d. Within ten working days after meeting with the Participant, the Chief Deputy Director or their designee shall respond in writing to the Participant with their decision. The Chief Deputy Director's decision will be final.
7. **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.
8. **Grant Representatives:** During the term of this Agreement, direct all inquiries and notices regarding this Agreement to the Grant Representatives listed below:

**L. GRANT REPRESENTATIVES:**

State Agency: Office of Statewide Health Planning and Development	HPEF Program Awarded Under <b>[Name of HPEF Program]</b>
Section/Unit: Health Professions Education Foundation	Grantee's First Name, Last Name: <b>[Grantee's Full Name]</b>
Name: <b>[Program Officer Full Name]</b>	Address: <b>[Address 1]</b>
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Phone Number 1: <b>[Phone 1]</b>
Phone: <b>[Program Officer Main Phone]</b>	Phone Number 2: <b>[Phone 2]</b>
Email: <b>[Program Officer Primary Email]</b>	Email: <b>[Email Address]</b>

**M. Grantee's Acknowledgement:**

*By signing below, the Office of Statewide Health Planning and Development (OSHPD) and Grantee acknowledge that this Agreement accurately reflects the understating of OSHPD and Grantee with respect to the rights and obligation under this Agreement.*

\_\_\_\_\_

**[Grantee's Full Name]**

\_\_\_\_\_

**Date**

*For the Office of Statewide Health Planning and Development:*

\_\_\_\_\_

**[Procurement and Contract Services Manager]**

\_\_\_\_\_

**Date**