



Office of Statewide Health
Planning and Development

Registered Nurse Education 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 agreement. All applicants must agree to the terms and conditions before receiving funds. The Office of Statewide Health Planning and Development will not make changes to the terms and conditions specified in this Grant Guide.

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A. Background and Mission

Pursuant to the Song-Brown Health Care Workforce Training Act (Song-Brown Act), Health & Safety Code Sections 128200, et. seq., the Office of Statewide Health Planning and Development (OSHPD) will consider applications to support the training of pre-licensure registered nurse programs. After review of the applications, OSHPD staff makes recommendations for grant awards to the Director of OSHPD.

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 following statutory priorities:

- Enrolling members of underrepresented groups in medicine
- Locating the program’s main training site in a medically underserved area
- Graduating individuals who practice in medically underserved areas
- Operating a main training site at which the majority of the patients are Medi-Cal recipients

B. Eligible Applicants, Available Funding, and Award Levels

1. Eligible Applicants

Each Registered Nurse Education Program approved for funding under the Song-Brown Health Care Workforce Training Act (hereinafter “the Act”) shall be operated by an accredited California school or program of Nursing or shall be approved by the Regents of the University of California or by the Trustees of the California State University and Colleges, or the Board of Governors of the California Community Colleges, and shall be approved by the Board of Registered Nursing pursuant to Section 2834-2837, Article 8, Chapter 6, Div. 2, of the Business and Professions Code.

2. Available Funding

OSHPD limits grant awards 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.

Up to \$12,725,000 in state funding is available to support pre-licensure registered nursing programs:

- Associate Degree of Nursing (ADN)
- Bachelor of Science, Nursing (BSN)
- Entry-Level Master's (ELM)

Institutions with more than one level of nursing (e.g., a university with BSN and ELM nursing programs) may submit only one application.

Applicants seeking Capitation funding do not submit a proposed budget, as OSHPD will pay Grantees a capitated rate per student. Capitation funding supports the costs (including faculty, support services, etc.) associated with educating a full-time RN pre-licensure student. Capitation grantees **cannot** use funds to assist students with nursing school tuition. Indirect costs are not allowed.

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 funds available to award.

The Grantee shall use the funds awarded to develop new programs or to expand existing programs and shall not supplant existing state or local funds.

C. Award Levels

Award Category	Award Level	Number of Students
ADN Programs	Up to \$200,000	Up to 10
BSN Programs	Up to \$240,000	Up to 10
ELM Programs	Up to \$240,000	Up to 10

D. Grant Questions and Answers

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

E. 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 at <https://funding.oshpd.ca.gov>.

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

F. Evaluation and Scoring Procedures

1. Review Process

During the review process, Song-Brown staff will verify submission of all required information as specified in this Grant Guide and score applications using only the established evaluation and scoring criteria. The most competitive applicants are those most consistent with the intent of this grant opportunity.

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

2. Evaluation and Scoring

OSHPD will calculate a quantitative score for each application using the information provided in the application. Please refer to Attachment A: Evaluation Criteria for Registered Nurse Education Capitation.

Through the application process, OSHPD will evaluate each applicant's ability to meet the statutory priorities set forth in the Song-Brown Act.

G. Final Selections

OSHPD will make award recommendations based on which applications best meet the Song-Brown goals and statutory priorities. Once the OSHPD Director concurs on award recommendations, OSHPD will announce Grantees.

H. Additional Terms and Conditions

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

I. Grant Agreement Deliverables and Payment Provisions

- Grantees will enter into two-year agreements.
- OSHPD does not allow indirect costs.
- OSHPD makes payments in arrears and upon receipt of a quarterly certification from the program documenting the program has met the intent of the grant.
- All Grantees must submit the Final Report within 60 days of the end of grant term.
- OSHPD will withhold the final payment due to the Grantee under this agreement until OSHPD has received and approved the Final Report.

J. Resources

OSHPD will provide a Technical Assistance Guide to assist you in completing and submitting an application. The Technical Assistance Guide is located at <https://www.oshpd.ca.gov/HWDD/Song-Brown-Program.html>.

K. Key Dates

The key dates are as follows:

Key Events	Date and Times
Application opens	September 1, 2021 at 3:00 p.m.
Application closes	October 8, 2021 at 3:00 p.m.
Notice of Award	January 2022
Grant term	June 30, 2022–August 30, 2024

L. 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 application evaluation.

A completed Capitation application consists of the following sections:

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

M. eApp Technical Guide

1. Accessing the Application System

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

To access the eApp, go to <https://funding.oshpd.ca.gov>. To ensure proper functionality in the eApp, use Chrome or Microsoft Edge. Internet Explorer is no longer supported.

2. Registration and Login

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

Only accounts designated as “Program Director” may initiate and submit applications. Once designated as a “Program Director,” you may begin an application by clicking “Apply Here” at the top of the eApp page.

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

3. Application Submission

- By submitting the application, you/your organization agree to the grant Terms and Conditions.
- OSHPD will not consider late or incomplete applications. For more detailed information, refer to Section K. Key Dates 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.

N. Department Contact

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

Thank you!

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

Attachment A: Evaluation Criteria for Registered Nurse Education Capitation

Section I	Statutory Criteria	Total Points Available														
1.	Percent and number of graduates in Registered Nurse Shortage Areas (RNSAs).	20														
2.	Percent and Number of graduates underrepresented in medicine.	20														
3.	Percent and number of clinical training sites in RNSAs.	20														
Total points possible for Section I		60														
Section II	Other Considerations	Total Points Available														
1.	<p>Percent of clinical hours in Registered Nurse Shortage Areas.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Number of Points</th> <th style="text-align: center;">Percent of clinical hours in RNSA</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">0</td> <td style="text-align: center;">0.0-0.9%</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">1.0-20.9%</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">21.0-40.9%</td> </tr> <tr> <td style="text-align: center;">6</td> <td style="text-align: center;">41.0-60.9%</td> </tr> <tr> <td style="text-align: center;">8</td> <td style="text-align: center;">61.0-80.9%</td> </tr> <tr> <td style="text-align: center;">10</td> <td style="text-align: center;">81.0-100.0%</td> </tr> </tbody> </table>	Number of Points	Percent of clinical hours in RNSA	0	0.0-0.9%	2	1.0-20.9%	4	21.0-40.9%	6	41.0-60.9%	8	61.0-80.9%	10	81.0-100.0%	10
Number of Points	Percent of clinical hours in RNSA															
0	0.0-0.9%															
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4	21.0-40.9%															
6	41.0-60.9%															
8	61.0-80.9%															
10	81.0-100.0%															
2.	Percent and number of students underrepresented in medicine.	10														
3.	<p>Does the program have a 90% or better first-time pass rate on NCLEX licensing exams? (2-year average)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Number of Points</th> <th style="text-align: center;">First time pass rate on NCLEX</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">0</td> <td style="text-align: center;">0.0-79.9%</td> </tr> <tr> <td style="text-align: center;">5</td> <td style="text-align: center;">80.0-89.9%</td> </tr> <tr> <td style="text-align: center;">10</td> <td style="text-align: center;">90.0-100.0%</td> </tr> </tbody> </table>	Number of Points	First time pass rate on NCLEX	0	0.0-79.9%	5	80.0-89.9%	10	90.0-100.0%	10						
Number of Points	First time pass rate on NCLEX															
0	0.0-79.9%															
5	80.0-89.9%															
10	90.0-100.0%															
4.	<p>Does the program have an attrition rate less than 8.9% (ADNs), 8.3% (BSNs), or 3.8% (ELM) based on the most recent BRN Annual School Report? (2-year average)</p> <ul style="list-style-type: none"> • 0 points: Program does not meet attrition rate. • 10 points: Program meets attrition rate. 	10														
Total points possible for Section II		40														
Total possible score (Section I and II)		100														

**Attachment B: Standards for Registered Nurse Education Programs
(Version: April 21, 2006)**

- I. Each Registered Nurse Education Program approved for funding under the Song-Brown Health Care Workforce Training Act (hereinafter “the Act”) shall be operated by an accredited California school or program of Nursing or shall be approved by the Regents of the University of California or by the Trustees of the California State University and Colleges, or the Board of Governors of the California Community Colleges, and shall be approved by the Board of Registered Nursing pursuant to Section 2834-2837, Article 8, Chapter 6, Div. 2, of the Business and Professions Code.
- II. Each Registered Nurse Education Program approved for funding under the Act shall include a component of clinical experience and curriculum in medically underserved multi-cultural communities, lower socioeconomic neighborhoods, or rural communities, and shall organize to prepare nurses for service in such neighborhoods or communities.
- III. Each nursing education institution receiving funds under the Act shall develop appropriate strategies to encourage nursing students educated in programs funded by the Act to enter into practice in underserved areas for nurses within California as defined by the Healthcare Workforce Policy Commission (hereinafter referred to as “areas of need”). Such strategies shall incorporate the following elements:
 - A. An established procedure to identify, recruit, and admit nursing students who possess characteristics which would suggest a predisposition to practice in areas of need, and who express a commitment to serve in areas of need.
 - B. An established counseling and placement program designed to encourage nursing program graduates to enter practice in underserved areas.
 - C. A program component such as a preceptorship experience in an underserved area, which will enhance the potential of nursing program graduates to practice in such an area.

Attachment C: Song-Brown Definitions

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

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

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

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

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

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

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

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

Attachment D: Sample Registered Nurse Education Capitation Agreement

GRANT AGREEMENT BETWEEN THE
DEPARTMENT OF HEALTH CARE ACCESS AND INFORMATION 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, Department of Health Care Access and Information (hereinafter “HCAI”), successor to Office of Statewide Health Planning and Development (“OSHPD”), and [Contractor Name], [Program Name] (collectively the “Grantee”).

WHEREAS, HCAI is authorized by Song-Brown Health Care Workforce Training Act, Health and Safety Code § 128200 et seq., 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 Registered Nurse Capitation Application.

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

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

A. Definitions:

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

8. “Other Sources of Funds” means all cash, donations, or in-kind contributions that are required or used to complete the Project beyond the grant funds provided by this Grant Agreement.
 9. “Program” means the Grantee’s training program(s) listed on the Grant Application.
 10. “Program Director” means the Director of Grantee’s training program(s) for which grant funds are being awarded.
 11. “Program Manager” means the HCAI manager responsible for the grant program.
 12. “Project” means the activity described in the Grantee’s Application and Scope of Work to be accomplished with the Grant Funds.
 13. “State” means the State of California and includes all its Departments, Agencies, Committees and Commissions.
 14. “Training Institution” means the Grantee.
- B. Term of the Agreement: This Agreement shall take effect on [Agreement Start Date] and shall terminate on [Agreement End Date].
- C. Scope of Work: Grantee agrees to the 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. Comply with the latest version of the Registered Nurse Standards, Version: [Month-Day-Year].
 2. Under the direction of the Program Director, use grant funds to provide registered nurse training for [Number of Students] student(s) for a two-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 two but no later than the end of the Agreement Term using the online forms HCAI provides, located at <https://funding.oshpd.ca.gov/>.
- E. Invoicing:
1. For services satisfactorily rendered in accordance with the Scope of Work, and upon receipt and approval of the certifications as specified in subsection three hereunder; HCAI agrees to compensate Grantee in accordance with the rates specified herein.
 2. The total amount payable to the Grantee under this Agreement shall not exceed [Total Award Amount].

3. Certifications shall include the Agreement Number, the names of the student(s) trained under this Agreement, and a signature by the Program Director certifying that each 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 HCAI provides, located at <https://funding.oshpd.ca.gov/>.
4. HCAI will withhold the final quarterly payment due to the Grantee under this Agreement until all required reports are submitted to HCAI and approved. Additional information may be requested by HCAI during the term of the Grant Agreement and/or upon reviewing the Final Report. HCAI will notify the Grantee of approval in writing.

F. Budget Detail and Payment Provisions:

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

Academic Year	Payment Term	Capitation Rate	Number of Students	Total Award
[Academic Year 1]	[Year1 Start Date] - [Year1 End Date]	[Amount] per student	[Number of Students]	[Award Amount]
[Academic Year 2]	[Year2 Start Date] - [Year2 End Date]	[Amount] per student	[Number of Students]	[Award Amount]

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

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

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

- a. The accurate and timely separate identification of funds received;
- b. The separate identification of expenditures prohibited by the grant criteria;
- c. An adequate record of proceeds from the sale of any equipment purchased by funds.

2. Expenditure Reporting: Reports of the training program expenditures and enrollment of nursing students under the Agreement must be submitted as requested by HCAI for purposes of program administration, evaluation, or review.

3. Records Retention and Audit:

- a. The training institution shall permit access to records maintained on source of income and expenditures of its nursing program, for the purpose of audit and examination, by any of the following or their authorized representatives: the HCAI Director, the California State Auditor, and the State Controller.
- 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, HCAI 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, HCAI shall have the option to either cancel this Agreement with no liability occurring to HCAI or offer an agreement amendment to Grantee to reflect the reduced amount.
- I. Breach: HCAI reserves the right to recover any and all amounts provided to the Grantee for Grantee's failure to perform the Scope of Work set forth in this Agreement. HCAI expressly reserves the right to pursue all legal and equitable remedies in the event of a breach by Grantee, including the right to disqualify Grantee from future funding opportunities.
- J. 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 HCAI 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 HCAI for approval. Requests for a time extension must be made to HCAI no later than 90 calendar days prior to the expiration of the Agreement. There shall be no activity on an Agreement after its expiration.
- K. General Terms and Conditions:
1. Timeliness: Time is of the essence in this Agreement. Grantee will submit the required deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and scheduling issues, to adhere to the terms of the Agreement, is the sole responsibility of the Grantee.
 2. Final Agreement: This Agreement, along with the Grantee's Application, exhibits, and forms constitutes the entire and final agreement between the parties and supersedes any and all prior oral or written agreements or discussions.
 3. Ownership and Public Records Act: All reports and the supporting documentation and data collected during the funding period which are embodied in those reports, shall become the property of the State and subject to the California Public Records Act (Gov. Code § 6250 et seq.).

4. Audits: The Grantee agrees that HCAI, 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, § 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 HCAI to implement such article.
 - c. Grantee shall permit access by representatives of the Department of Fair Employment and Housing and HCAI 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 HCAI 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 HCAI 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. HCAI 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 from (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 HCAI 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: HCAI 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, HCAI will request the remittance of all unexpended funds. If HCAI determines that improper payments have been made to Grantee, HCAI 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 HCAI's disgorgement request or 30 days from the Grantee's receipt of HCAI's last Dispute decision. If Grantee fails to remit payment, HCAI 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 the 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.

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

State Agency: Department of Health Care Access and Information	Grantee: [Contractor], [Training Program]
Section/Unit: Office of Health Workforce Development Division/Song-Brown	
Name: [HCAI 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: Department of Health Care Access and Information	Program Representative: [Training Program Name]
Section/Unit: Office of Health Workforce Development Division/Song-Brown	
Name: [HCAI 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].

[DEPARTMENT OF
HEALTH CARE ACCESS
AND INFORMATION]

[GRANTEE]

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:
