



Office of Statewide Health
Planning and Development

Registered Nurse Education Programs
Capitation and Special Programs Applications

Grant Guide
For Fiscal Year 2018-19

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

Table of Contents

- A. Background and Mission..... 4
- B. Eligible Applicants, Available Funding, and Award Categories..... 4
 - 1. Eligible Applicants 4
 - 2. Available Funding..... 4
 - 3. Award Categories..... 5
 - a. Capitation Funding 5
 - b. Special Programs Funding 5
- C. Capitation and Special Programs Funding..... 6
- D. Determining Eligibility 6
- E. Initiating an Application 6
- F. Submitting Grant Requests 6
- G. Budget Restrictions 6
- H. Evaluation and Scoring Procedures..... 7
 - 1. Evaluation and Scoring 7
 - 2. Evaluation and Scoring Criteria 7
 - a. Review Process..... 7
 - b. Presentations 7
- I. Final Selections..... 8
- J. Grant Agreement Deliverables 8
- K. Additional Terms and Conditions 8
- L. Post Award and Payment Provisions..... 9
- M. Grant Questions and Answers..... 9
- N. Technical Assistance..... 9
- O. Key Dates 9
- P. Selection Criteria 10
- Q. Funding eApp Application Components..... 10
- R. Funding eApp Technical Guide..... 11
 - 1. Accessing the Application System..... 11
 - 2. Registration and Login 11
 - 3. Funding eApp Features 11
- S. Department Contact..... 12
- Attachment A: Evaluation Criteria for Registered Nurse Education Capitation 13
- Attachment B: Evaluation Criteria for Registered Nurse Education Special Programs..... 14

Attachment C: California Healthcare Workforce Policy Commission Authorizing Statute:
Health and Safety Code, Section 128200-128241..... 17

Attachment D: California Healthcare Workforce Policy Commission Standards for Registered
Nurse Education Programs (Adopted April 21, 2006)..... 24

Attachment E: California Healthcare Workforce Policy Commission Registered Nurse
Education Programs Guidelines for Funding Applicants and for Program Evaluation (Revised
September 13, 2006) 25

Attachment F: California Healthcare Workforce Policy Commission Contract Criteria for
Registered Nurse Education Program Contracts (Revised September 13, 2006)..... 28

Attachment G: California Healthcare Workforce Policy Commission Race and Ethnicity
Definitions 31

Attachment H: Song-Brown Program Funding Meeting Presentation Guidelines: Capitation..... 32

Attachment I: Song-Brown Program Funding Meeting Presentation Guidelines: Special
Programs 33

Attachment J: Sample Registered Nurse Education Capitation Contract..... 34

Attachment K: Sample Registered Nurse Education Special Programs Contract 42

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 pre-licensure registered nurses. After review of the applications, the Commission makes recommendations for the award of contracts to the Director of the Office of Statewide Health Planning and Development (OSHPD).

OSHPD works to increase and diversify California's health 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 will demonstrate a commitment to Song-Brown goals and demonstrated success in meeting the following three statutory priorities:

- Attracting and admitting underrepresented minorities and those from underserved communities
- Training students 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 Board of Registered Nursing (BRN) approved.

2. Available Funding

- Grant awards are limited to the funds specified in the State Budget Act of 2018. 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 supplant existing state or local funds.
- Approximately \$2,725,000 in state funding is available to support pre-licensure registered nursing programs:
 - Associate Degree of Nursing (ADN)
 - Bachelor of Science, Nursing (BSN)
 - Master of Science, Nursing (MSN)

Institutions with more than one level of nursing may submit only one application. For example, a university with BSN and MSN nursing programs can submit a BSN or MSN program application but not both.

- 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. Capitation Funding

\$1,725,000 in state funding is available to support programs through Capitation funding. Institutions with more than one level of nursing (e.g., a university with BSN and MSN nursing programs) may submit only one Capitation application.

Programs meeting the eligibility requirements are permitted to apply for funds based on the type of program as follows:

- ADN Programs: \$200,000 maximum (\$10,000 per student per year, up to ten students, for a maximum of two years.)
- BSN Programs: \$240,000 maximum (\$12,000 per student per year, up to ten students, for a maximum of two years.)
- MSN Programs: \$240,000 maximum (\$12,000 per student per year, up to ten students, for a maximum of two years.)

Capitation funding is to support the costs (including faculty, support services, etc.) associated with educating a full-time RN pre-licensure student. Capitation funds **cannot** be used to assist students with nursing school tuition. Indirect costs are not allowed in Capitation grants.

The Song-Brown Act requires that registered nurse education programs approved for funding shall, at a minimum, maintain fiscal year (FY) 2004-05 expenditure levels.

For new training programs, not in existence in FY 2004-05, the maintenance of effort will be based on the level of expenditures during the academic year in which the program first applied for and received Song-Brown funds. Funds awarded shall be used to develop new programs or to expand existing programs, and shall not supplant existing state or local funds.

b. Special Programs Funding

\$1,000,000 in state funding is available to support Special Programs. The focus of the 2018 Special Programs is matriculation and pipelines. The evaluation criteria reflects this emphasis. Special Programs may include, but are not limited to:

- Advancing from ADN to BSN and from BSN to MSN
- Developing a graduate level nursing program that prepares nurses to become nursing faculty
- Supporting expanded educational capacity
- Developing a nursing bridge program for veterans

Programs meeting the eligibility requirements may apply for a maximum award of \$125,000 for a project lasting no longer than two years. Although indirect costs are acceptable expenses, they will not be allowed in excess of eight percent of the total dollars requested. To maximize the funds available for program development, we recommend applicants waive or minimize the indirect costs they request.

C. Capitation and Special Programs Funding

Table 1: Summary of Award Categories

Award Category	Award Level	Maximum Number of Students	Budget Type
Registered Nurse Education— Capitation Funding ADN Programs BSN Programs MSN Programs	Up to \$200,000 Up to \$240,000 Up to \$240,000	Up to 10 Up to 10 Up to 10	Capitation
Registered Nurse Education— Special Programs Funding*	\$125,000 per program	N/A	Itemized budget

*Focus is on matriculation and pipelines.

D. Determining Eligibility

Your program must be approved by the BRN to be eligible for funding.

E. Initiating an Application

It is the applicant’s responsibility to provide all necessary application information and ensure the information contained in the application is accurate.

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

You must register as a new user or enter an existing username and password to access the application materials. Section R. Funding eApp Technical Guide contains information regarding the funding eApp, including how to register and add grant preparers to your application.

F. Submitting Grant Requests

Capitation and Special Programs require separate applications. Programs may submit applications for both programs.

G. Budget Restrictions

Applicants seeking Capitation funding do not submit a proposed budget, as OSHPD will pay Grantees a capitated rate per student. The funding established pursuant to this act shall be used to expand nursing education services. These funds shall not supplant existing state or local funds.

H. Evaluation and Scoring Procedures

1. Evaluation and Scoring

Song-Brown will calculate the quantitative scores for the Registered Nurse Capitation and Special Programs applications. Programs that have no data to provide for a specific criteria due to the age of the program will receive the average score of the programs reporting data.

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

2. Evaluation and Scoring Criteria

Please refer to Attachments A and B for the Evaluation Criteria. Attachment A is for Capitation and Attachment B is for Special Programs applications.

a. Review Process

During the review process, Song-Brown staff will verify the presence of 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. Applications that are most consistent with the intent of this grant opportunity will be considered most competitive.

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 may reject the application. OSHPD reserves the right to reject any or all applications or to reduce the amount funded to an applicant.

b. Presentations

After reviewing and scoring applications, Song-Brown staff may identify a select number of programs to present to the Commission at its April 3 and 4, 2019 meeting. The Program Director, or other authorized representative, will provide a summary, including key highlights of the program and an overview of any successfully demonstrated strategies. The presentations serve to capture and share information and best practices across programs. Your presentation, or lack thereof, will not influence your final score. See Attachments H and I respectively for Capitation and Special Programs Presentation Guidelines.

Song-Brown strongly encourages all applicants to attend the Commission meeting. Though attendance is voluntary, it provides a valuable opportunity for the attendees to learn from presenters and engage in any discussions related to future funding. In

addition, the Commission meeting also provides an opportunity for programs to address the Commission, if desired.

I. Final Selections

During the funding meeting, the Commission will make final selections based on which applications best meet the Song-Brown goals and statutory priorities. Once the OSHPD Executive Director concurs with the Commission award recommendations, OSHPD will announce awards by the date listed in Section O.

J. Grant Agreement Deliverables

Special Programs Grantees must submit a Final Report, along with supporting materials, to Song-Brown by the end of the grant term. The Final Report must contain a detailed account of how the funds were expended. It is the sole responsibility of the Grantee to adhere to the terms of the grant.

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. If your program requires approval to contract from a coordinating authority, please inform the authority of the terms and conditions contained in this Grant Guide. All applicants will be required to agree to the terms and conditions prior to receiving funds. OSHPD will not make changes to the terms and conditions specified in the sample grant agreements.
3. The funding established pursuant to this Act shall be used to expand nursing education. These funds shall not be used to supplant existing state or local funds.
4. Grant agreements must be signed and submitted by the due date provided by OSHPD. Failure to sign and return the grant by the due date may result in loss of award.
5. OSHPD will consider any edits to the grant agreement as a counter-proposal and will not accept them.
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. Special Programs Grantees will submit their Final Report as specified 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.
8. If, upon reviewing the Special Programs Final Report, OSHPD finds that not all requirements have been met and/or funds have not been expended, OSHPD will request the remittance of those funds from the Grantee.
9. All grant deliverables, including reports and supporting documentation, shall become subject to the Public Records Act.
10. The Grantee shall submit in writing any requests to change or extend the grant or to change the budget at least 45 days before the grant end date.

L. Post Award and Payment Provisions

Payment Provisions for Capitation Funding

- Grantee will enter into two-year grant agreement.
- OSHPD makes payments upon receipt of a quarterly certification from the program documenting the program has met the intent of the grant.
- OSHPD does not allow indirect costs on Capitation grants.

Payment Provisions for Special Programs Funding

- Grantee will enter into two-year grant agreement.
- OSHPD makes payments 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, including OSHPD approval and acceptance of the Special Programs Grantee’s Final Report.

M. Grant Questions and Answers

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

N. Technical Assistance

OSHPD will post application information on the Song-Brown webpage at <https://www.oshpd.ca.gov/HWDD/Song-Brown-Program.html>.

O. Key Dates

The key dates for the program year are as follows:

Key Events	Dates and Times
Application open in funding eApp	November 1, 2019 at 3:00 PM PDT
Application submission deadline	December 7, 2019 at 3:00 PM PDT
Application review	December 10, 2018 through February 20, 2019
Applicants notified about preliminary scores and possible invitation to present at Commission Meeting	February 22, 2019
Commission Meeting / Presentations / Awards	April 3-4, 2019
Notice sent to awardees	April 11, 2019
Grant term – Capitation	June 30, 2019—June 29, 2021
Grant term – Special Programs	June 30, 2019—August 15, 2021

P. Selection Criteria

Through the application process, OSHPD will evaluate each applicant's ability to meet the statutory priorities set forth in the Song-Brown Act, and the Standards and Guidelines for Funding adopted by the Commission. (See Attachment D through Attachment G.)

OSHPD will score applications using the evaluation criteria outlined in Attachments A and B.

Q. Funding eApp Application Components

A submitted application must contain all information and conform to the format described in this Grant Guide. 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 sections:

1. For a Registered Nurse Capitation application:

- Contract Administration
- Program Data
- Training Sites
- Program Expenditures & Funding
- Students/Graduates Data
- Required Documents
- Assurances

2. For a Registered Nurse Special Programs application:

- Contract Administration
- Program Data
- Training Sites
- Program Description and Strategies
- Program Budget
- Students/Graduates Data
- Required Documents
- Assurances

R. Funding eApp Technical Guide

1. Accessing the Application System

OSHPD uses the new funding eApp to allow programs to submit applications in response to this grant opportunity. This Grant Guide contains all the basic technical information needed to complete an application in the system.

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

2. Registration and Login

All applicant organizations and their designees must register in the funding eApp. To register for the first time, click the CREATE ACCOUNT button on the “Home Page” and follow the instructions. All newly created accounts are designated as “Grant Preparers.” The Program Director must send an email request to SongBrown@oshpd.ca.gov to be assigned 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 funding eApp page.

3. Funding eApp Features

Data Bulk Upload Process

The funding eApp allows applicants to fill out an Excel template and bulk upload all current students and graduates at once. The template can be found on the ‘Training Sites’ page of the application.

Note: Save your Excel template for future cycles to quicken the application process.

Adding Individual Logins to Others in your Organization

The Primary External Program Director has administrative rights to give edit access to other individuals. To do so, navigate to your Profile and click “Assign Other Users” on the left-hand column. Here, you may assign other grant preparers, who have completed their profile previously, access to edit your Song-Brown applications.

Cancelling or Printing an Application

At any time, you may print a copy of your application. While logged in to the funding eApp, click the APPLICATIONS – IN PROGRESS/SUBMITTED button, and then click the Options dropdown next to your application.

Submitting an Application

Please note:

1. By submitting the application, you/your organization agree to the grant Terms and Conditions.
2. Late or incomplete applications will not be considered. For more detailed information, refer to Section O. Key Dates in this Grant Guide.
3. Once you click the submit button, you cannot go back to revise the application.
4. The funding eApp will email a confirmation of receipt to the designated Program Director.

S. Department Contact

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

Thank you!

We want to thank you for your interest in applying for 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 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 underrepresented minority graduates and/or economically disadvantaged graduates.	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.	Percent of clinical hours in RNSA. 0 points: 0% – in RNSA 2 points: 1% – 20% in RNSA 4 points: 21% – 40% in RNSA 6 points: 41% – 60% in RNSA 8 points: 61% – 80% in RNSA 10 points: 81% – 100% location of program and/or training sites in RNSA.	10
2.	Percent and number of current underrepresented students and/or economically disadvantaged students.	10
3.	Does the program have an 85% or better first time pass rate on NCLEX licensing exams (2 yr. average)? 0 points: Program has 74.99% or below 5 points: Program has 75% - 84% pass rate 10 points: Program has 85% or better pass rate	10
4.	Does the program have an attrition rate less than 13.0% (ADNs), 19.8% (BSNs), or 7.3% (Entry Level Masters (ELM)) based on the most recent BRN Annual School Report? (2 year average) 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: Evaluation Criteria for Registered Nurse Education Special Programs

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 underrepresented minority graduates and/or economically disadvantaged graduates.	20
3.	Percent and number of clinical training sites in Registered Nurse Shortage Areas (RNSAs).	20
Total points possible for Section I		60
Section II	Other Considerations	Total Points Available
1.	Percent of clinical hours in Registered Nurse Shortage Areas. 0 points: 0% in RNSA 2 points: 1% - 20% in RNSA 4 points: 21% - 40% in RNSA 6 points: 41% - 60% in RNSA 8 points: 61% - 80% in RNSA 10 points: 81% - 100%; location of program and/or training sites is in RNSA.	10
2.	Percent and number of current underrepresented students and/or economically disadvantaged students.	10
3.	Does the program have an 85% or better first time pass rate on NCLEX licensing exams? (2 yr. average) 0 points: Program has 74.99% or below 5 points: 75% - 84% 10 points: 85% or better pass rate	10
4.	Does the program have an attrition rate less than 14.3% (ADNs), 11.4% (BSNs), or 4.4% (ELMs) based on the most recent BRN Annual School Report? (2 yr. average) 0 points: Program does not meet attrition rate. 10 points: Program meets attrition rate.	10
Total points possible for Section II		40

Section III	Other Considerations	Total Points Available
1.	<p>Has the nursing program provided adequate information as to the fiscal and programmatic sustainability of the proposed special program?</p> <p>0 points: No mention of sustainability in narrative response. Requested documents received but not supportive of sustainability plan. 5 points: Both a description and a letter of support from an institution/partner mentioned in the plan, but not from all institutions/partners mentioned. 10 points: Well-developed sustainability plan for the ongoing financial and programmatic support of the special program, and compelling letters of support from all institutions/partners mentioned in the plan.</p>	10
2.	<p>Can other nurse education programs replicate the proposed special program?</p> <p>0 points: No, cannot be replicated by other nurse education programs. 5 points: Replication can occur but only in the community where the nursing program is located. 10 points: Program provides a well-developed replication plan.</p>	10
3.	<p>Describe how the nursing program plans to disseminate information about their proposed special program to others.</p> <p>0 points: No dissemination plan provided. 5 to 10 points: 5 points per unique example provided within the detailed dissemination plan.</p>	10
4.	<p>Does the program have academic advising that supports students throughout all stages of the pathway?</p> <p>0 points: No description of academic advising or resource examples cited. +1 point: Brief description of academic advising provided. +2 points: One resource example cited. +2 points: A second resource example cited.</p>	5
5.	<p>Does the program provide job placement assistance?</p> <p>0 points: No description of job placement programs for new graduates provided. +1 point: Program and/or education institution provides job placement centers. +2 points: New graduate job placement assistance comprehensively described. +2 points: Program provides employer workshops.</p>	5

Section III	Other Considerations, <i>continued</i>	Total Points Available
6.	<p>Does the program provide training programs for new graduates?</p> <p>0 points: No description of training programs for new graduates provided. +1 point: Program and/or education institution provides training centers. +2 points: New graduate training program comprehensively described. +2 points: Program provides employer workshops.</p>	5
7.	<p>Is the program a part of a collaborative model of nursing education that expands advancement in degree opportunities for students/graduates:</p> <p>0 points: No description of any collaborative efforts. 20 points: Description of collaboration between educational programs (e.g. ADN to BSN, BSN to MSN, ELM to MSN).</p>	20
Total Points Possible for Section III		65
Total Points for all Sections		165

**Attachment C: 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 D: California Healthcare Workforce Policy Commission Standards for Registered Nurse Education Programs (Adopted 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 be organized to prepare nurses for service in such neighborhoods or communities.
- III. Appropriate strategies shall be developed by each nursing education institution receiving funds under the Act to encourage nursing students who are 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 E: California Healthcare Workforce Policy Commission Registered Nurse Education Programs Guidelines for Funding Applicants and for Program Evaluation (Revised September 13, 2006)

Definition of Nurse

A nurse is a registered nurse who successfully completes a program approved as meeting standards established by the Board of Registered Nursing as specified in the California Nursing Practice Act. The practice of nursing as defined by Section 2725 of the California Nursing Practice Act means those functions, including basic health care, that help people cope with difficulties in daily living that are associated with their actual or potential health or illness problems or the treatment thereof, and that require a substantial amount of scientific knowledge or technical skill, including all of the following:

- (1) Direct and indirect patient care services that ensure the safety, comfort, personal hygiene, and protection of patients; and the performance of disease prevention and restorative measures.
- (2) Direct and indirect patient care services, including, but not limited to, the administration of medications and therapeutic agents, necessary to implement a treatment, disease prevention, or rehabilitative regimen ordered by and within the scope of licensure of a physician, dentist, podiatrist, or clinical psychologist, as defined by Section 1316.5 of the Health and Safety Code.
- (3) The performance of skin tests, immunization techniques, and the withdrawal of human blood from veins and arteries.
- (4) Observation of signs and symptoms of illness, reactions to treatment, general behavior, or general physical condition, and (A) determination of whether the signs, symptoms, reactions, behavior, or general appearance exhibit abnormal characteristics, and (B) implementation, based on observed abnormalities, of appropriate reporting, or referral, or standardized procedures, or changes in treatment regimen in accordance with standardized procedures, or the initiation of emergency procedures.

Graduates of registered nursing programs are required to take the National Council Licensure Examination (NCLEX). The NCLEX is designed to test knowledge, skills and abilities essential to the safe and effective practice of nursing at the entry level. The results of the NCLEX examination are used by the California Board of Registered Nursing to make decisions about licensure. The California Board of Registered Nursing is the only entity in California that can release examination results to licensure candidates.

Program Approval

The education programs shall be required to have, at minimum, approval from the California Board of Registered Nursing. Section 2786 of the Business & Professions Codes states:

- (a) An approved school or program of nursing is one which has been approved by the board, gives the course of instruction approved by the board, covering not less than two academic years, is affiliated or conducted in connection with one or more hospitals, and is an institution of higher education or is affiliated with an institution of higher education. For purposes of this

section, “institution of higher education” includes community colleges offering an associate degree. An approved school of nursing which is not an institution of higher education shall make an agreement with an institution of higher education in the same general location to grant an associate of arts degree to individuals who graduate from the school of nursing or to grant a baccalaureate degree in nursing with successful completion of an additional course of study as approved by the board and the institution involved.

(b) The board shall determine by regulation the required subjects of instruction to be completed in an approved school of nursing for licensure as a registered nurse and shall include the minimum units of theory and clinical experience necessary to achieve essential clinical competency at the entry level of the registered nurse. The board’s standards shall be designed to encourage all schools to provide clinical instruction in all phases of the educational process.

(c) The board shall perform or cause to be performed an analysis of the practice of the registered nurse no less than every five years. Results of the analysis shall be utilized to assist in the determination of the required subjects of instruction, validation of the licensing examination, and assessment of the current practice of nursing.

In addition to the requirements set forth in Section 2786 of the Business and Professions Code, programs should be encouraged to seek and maintain additional national program accreditation through the professional organizations accrediting nursing education programs.

Strategies Relating to Underserved Areas

Special consideration by the California Healthcare Workforce Policy Commission is given to those nurse education programs which have developed coherent strategies for locating their graduates in California’s underserved areas for registered nurses as defined by the Commission; which developed close ties with communities and neighborhoods which are experiencing a shortage of nursing care; which have success in attracting and admitting members of underrepresented minority groups to the program; and which have the best records in placing/encouraging graduates to practice in underserved areas.

Clinical Components

All education programs should include clinical practice supervised by the faculty. There should be a preceptorship designed to prepare nurses for practice in underserved areas as defined by the California Healthcare Workforce Policy Commission. For the purposes of this education, a preceptorship is an experience supervised by a designated preceptor (registered nurse or physician) who has responsibility for teaching, supervising, and evaluating the trainee and providing an environment which permits observation, active participation and collaboration in the delivery of nursing care.

Pursuant to Title 16, California Code of Regulations, Section 1427:

(a) A nursing program shall not utilize agencies and/or community facilities for clinical experience without prior approval by the board. Each program must submit evidence that it has complied with the requirements of subdivisions (b) and (c) of this section and the policies outlined by the board.

(b) A program which utilizes agencies and/or community facilities for clinical experience shall maintain written objectives for student learning in such facilities, stated in measurable performance terms, and shall assign students only to facilities which can provide the experience necessary to meet those objectives.

(c) Each such program shall maintain written agreements with such facilities and such agreements shall include the following:

(1) Assurance of the availability and appropriateness of the learning environment in relation to the program's written objectives;

(2) Provision for orientation of faculty and students;

(3) A specification of the responsibilities and authority of the facility's staff as related to the program and to the educational experience of the students;

Assurance that staff is adequate in number and quality to insure safe and continuous health care services to patients.

Curriculum

The curriculum shall be directed toward preparing registered nurses to effectively deliver nursing care.

Title 16, Section 1426, California Code of Regulations details the curriculum of a nursing program as follows:

(a) A program's curriculum shall not be implemented or revised until it has been approved by the board.

(b) The curriculum shall reflect a unifying theme, which includes the nursing process as defined by the faculty, and shall be designed so that a nurse who completes the program will have the knowledge and skills necessary to function in accordance with the minimum standards for competency set forth in Section 1443.5.

(c) The curriculum shall consist of not less than fifty-eight (58) semester units, or eighty-seven (87) quarter units.

(d) Theory and clinical practice shall be concurrent in the following nursing areas: medical/surgical, maternal/child, mental health, psychiatric nursing and geriatrics. Instruction will be given in, but not limited to, the following: personal hygiene, human sexuality, client abuse, cultural diversity, nutrition (including therapeutic aspects), pharmacology, legal, social, and ethical aspects of nursing, nursing leadership and management.

(e) The following shall be integrated throughout the entire nursing curriculum:

(1) Nursing process;

(2) Basic intervention skills in preventive, remedial, supportive and rehabilitative nursing;

(3) Physical, behavioral and social aspects of human development from birth through all age levels;

(4) The knowledge and skills required to develop collegial relationships with health care providers from other disciplines;

(5) Communication skills including principles of verbal, written and group communications;

(6) Natural sciences including human anatomy, physiology and microbiology; and

(7) Related behavioral and social sciences with emphasis on societal and cultural patterns, human development, and behavior relevant to health/illness.

(f) The course of instruction shall be presented in semester or quarter units.

Attachment F: California Healthcare Workforce Policy Commission Contract Criteria for Registered Nurse Education Program Contracts (Revised September 13, 2006)

Data Collection and Evaluation

Each nurse education program should submit a plan for collecting nurse graduate data and should evaluate the program, and graduates to include at least the following:

1. Student Data and Evaluation

Tools shall be selected and/or developed that will provide descriptive information that may include but are not limited to the following:

- a. Number of applications for admission, number of nursing students enrolled.
- b. Data on nursing student population characteristics (e.g., age, sex, race, educational background).
- c. Student attrition and deceleration.
- d. Students fluent in a second language.

2. Graduate Data and Evaluation

Tools shall be selected and/or developed that will provide descriptive information to include the following:

- a. Number and percent of graduates.
- b. Data on nursing graduate characteristics (e.g., age, sex, race, educational background).
- c. Job selection, employment setting, and location following graduation.
- d. Graduates practicing in California, practicing as a registered nurse and practicing with underserved areas/populations.
- e. Data on NCLEX pass rates.

I. Contract Awards

A. Each contract entered into, pursuant to the Song-Brown Health Care Workforce Training Act, Health and Safety Code, Sections 128200, et., (hereinafter “the Act”), shall be based on the recommendation of the Healthcare Workforce Policy Commission to the Director of the Office of Statewide Health Planning and Development recorded in the Healthcare Workforce Policy Commission official minutes.

B. Each contract shall be for a purpose authorized by the Healthcare Workforce Policy Commission Standards for Registered Nurse Education Programs.

C. Each contract shall be between the Office of Statewide Health Planning and Development and a Contractor authorized to apply for funds by the Healthcare Workforce Policy Commission Standards for Registered Nurse Education Programs.

D. Purpose for Which Contract Funds May be Expended

1. Contract funds may be expended for any purpose which the educational institution judges will most effectively advance the education of nursing students, but may not be expended for any purpose specifically prohibited by State law, by these contract criteria, or by the contract with the nursing education institution.

2. Contract funds may be used for expenses incurred for the provision of nurse education, including faculty and staff salaries, nursing student stipends, alterations and renovations necessary to the provision of the nurse education programs, and supplies and travel directly related to the nurse education program.
3. Contract funds may be used for new construction only when such construction is specifically provided for in the contract

E. Maintenance of Effort

Registered nurse training programs approved for funding under the Act, shall, as a minimum, maintain a level of expenditures equivalent to that expended for registered nurse training during the 2004-05 fiscal year. For new training programs not in existence in the 2004-05 fiscal year, the maintenance of effort will be based on the level of expenditures equivalent to that expended during the academic year in which the program first applied for and subsequently received funds from Song-Brown, Funds provided in this contract shall not replace the funds supporting the level of training program expenditures stated above.

II. Contract Terms

A. Funds must be expended during such months and in accordance with such provisions as are provided in the contract, which shall be in accordance with recommendations of the California Healthcare Workforce Policy Commission.

B. Payment shall be made quarterly in arrears on the basis of amounts set forth by the Contractor with final invoice submitted within 120 days of contract's end to the Healthcare Workforce and Community Development Division. The invoice shall include the name of the person employed under this contract, certification by the Program Director that the person was engaged in activities authorized by this agreement, and costs to the Contractor for the services for which reimbursement is sought. The required invoice format shall be provided to the Contractor prior to the effective date of the Contract.

C. Each Contract shall specify the total amount allowable under the Contract and allowable in each budget category authorized under the Contract, and shall be in accordance with recommendations of the California Healthcare Workforce Policy Commission. Transfer of funds between budget categories is permitted only with express written permission of the Deputy Director of the Healthcare Workforce and Community Development Division, and only when not prohibited by other provisions of these Contract Criteria.

D. Method of Payment

Payment under the Act shall be at a capitation rate per student for each student enrolled in the education program or up to \$125,000.00 for special programs

III. Accounting Records and Audits

A. Accounting

Accounting for contract funds will be in accordance with the education 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.

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

1. The accurate and timely separate identification of funds received under the Act.
2. The separate identification of expenditures prohibited by the contract criteria.
3. An adequate record of proceeds from the sale of any equipment purchased by funds received under the Act.

B. Expenditure Reporting

Reports of nurse education program expenditures and enrollment of nursing students under the contract must be submitted as requested by the Commission or the Director of the Office of Statewide Health Planning and Development for purposes of program administration, evaluation, or review.

C. Record Retention and Audit

1. The education institution shall permit the Director of the Office of Statewide Health Planning and Development, or the Auditor General, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its nurse education program for the purpose of audit and examination.
2. The education institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (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 contract.
3. The education institution agrees to make available at the office of the education institution at all reasonable times during the period set forth in subparagraph 4 below any of the records for inspection, audit or reproduction by an authorized representative of the State.
4. The education institution shall preserve and make available its records (a) for a period of three years from the date of final payment under this contract, and (b) for such longer period, if any, as is required by applicable statute, by any other clause or this subcontract, or by subparagraph a or b below:
 - a. If this contract 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.
 - b. Records which relate to (1) litigation of the settlement of claims arising out of the performance of this contract, or (2) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the education institution until disposition of such appeals, litigation, claims, or exceptions.
5. Except for the records described in subparagraph 4 above, the education institution may in fulfillment of its obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of the two years following the last day of the month or reimbursement to the education institution of the invoice or voucher to which such records relate, unless a charter person is authorized by the State or its duly authorized representatives.

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: Song-Brown Program Funding Meeting Presentation Guidelines: Capitation

The following are guidelines for applicants selected to present to the California Healthcare Workforce Policy Commission (Commission).

Time

Presentations should be a maximum of 10 minutes, not including question and answer period from the Commission.

Presenters

Number of presenters should be limited, preferably to one representative that can respond to Commission questions regarding the pipeline program activities.

Presentation Content

Presenters may want to consider including the following information in their presentation:

- Presenters' name, title, and institution.
- Brief summary of the program, including the type of program (i.e. RN Capitation or RN Special Programs) and its mission
- Brief history of funding from Song-Brown over the last five years.
- Data or metrics demonstrating how the program aims to address key Song-Brown objectives (i.e. recruiting underrepresented minorities, expanding access to primary care, training in underserved areas, graduate retention in underserved areas).

Presentation Guidelines

- Do not submit new information regarding applications during the presentation.
- All presenters will review presentation content via conference call, in advance of the funding meeting, to ensure that presentations appropriately focus on pipeline activities.
- Presenters may use audio or visual aids during the presentation. Presenters are responsible for presentation aids. Presenters must submit presentation aids seven days prior to the meeting to SongBrown@oshpd.ca.gov.

Attachment I: Song-Brown Program Funding Meeting Presentation Guidelines: Special Programs

The following are guidelines for applicants selected to present their pipeline program information to the California Healthcare Workforce Policy Commission (Commission).

Time

Presentations should be a maximum of 10 minutes, not including question and answer period from the Commission.

Presenters

Number of presenters should be limited, preferably to one representative that can respond to Commission questions regarding the pipeline program activities.

Presentation Content

Presenters should include including the following information in their presentation:

- Presenters' name, title, and institution.
- Brief summary of the program, including the type of program (i.e. RN Capitation or RN Special Programs) and its mission
- Brief history of funding from Song-Brown over the last five years.
- Data or metrics demonstrating how the program's matriculation and career pathways/pipeline activities aim to address key Song-Brown objectives (i.e. recruiting underrepresented minorities, expanding access to primary care, training in underserved areas, graduate retention in underserved areas).

Presentation Guidelines

- The Commission wishes to focus on best practices for matriculation and pathways/pipeline activities.
- Do not produce new information regarding your application.
- OSHPD will review all presentation content with the selected presenter(s) via conference call, in advance of the funding meeting, to ensure that presentations appropriately focus on pipeline activities.
- Presenters may use audio or visual aids during the presentation. Presenters are responsible for presentation aids. Presenters must submit presentation aids seven days prior to the meeting to SongBrown@oshpd.ca.gov.

Attachment J: Sample Registered Nurse Education Capitation Contract

GRANT AGREEMENT BETWEEN THE
OFFICE OF STATEWIDE HEALTH PLANNING & DEVELOPMENT AND

SONG-BROWN PROGRAM GRANT AGREEMENT NUMBER

THIS GRANT AGREEMENT (“Agreement”) is entered into on 07/01/2019 (“Effective Date”) by and between the State of California, Office of Statewide Health Planning and Development (hereinafter “OSHPD”) and (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 Song-Brown Registered Nurse 2018 Capitation Application.

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

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

A. Definitions:

1. “Act” means the Song-Brown Health Care Workforce Training Act, Health and Safety Code, Sections 128200, et. seq.
2. “Application” means the grant application/proposal submitted by Grantee.
3. “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. “Grant Agreement/Grant Number” means Grant Number awarded to Grantee.
6. “Grantee” means the fiscally responsible entity in charge of administering the Grant Funds and includes the Program identified on the Grant Application.
7. “Grant Funds” means the money provided by OSHPD for the Project described by Grantee in its Application and Scope of Work.
8. “Other Sources of Funds” means all cash, donations, or in-kind contributions that are required or used to complete the Project beyond the grant funds provided by this Grant Agreement.
9. “Program” means the Grantee’s training program(s) listed on the Grant Application.
10. “Program Director” means the Director of Grantee’s training program(s) for which grant funds are being awarded.
11. “Project” means the activity described in the Grantee’s Application and Scope of Work to be accomplished with the Grant Funds.
12. “State” means the State of California and includes all its Departments, Agencies, Committees and Commissions.
13. “Training Institution” means the Grantee.

- B. Term of the Agreement: This Agreement shall take effect on 07/01/2019 and shall terminate on 08/15/2021.
- 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 Registered Nurse Standards adopted by the California Healthcare Workforce Policy Commission as amended from time to time.
 2. Under the direction of the Program Director use Grant Funds to provide nursing education for Number (number) nursing students in the 2019/2020 Payment Year and Number (number) nursing students in the 2020/2021 Payment Year.
 3. Grantee shall continue the training programs for nursing students funded by grants awarded through the Grant Agreement /Contract.
 4. Grantee's application, appendices, and forms are hereby incorporated into the Agreement as though fully set forth herein.
- D. Invoicing:
1. For services satisfactorily rendered in accordance with the Scope of Work, and upon receipt and approval of the quarter or semester 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 \$ amount.
 3. Certifications shall include the Agreement Number, the names of the nursing student (s) trained under this Agreement, a signature by the Program Director certifying the activities authorized by this Agreement are true and correct, and shall be submitted for payment on a quarterly basis in arrears. Certifications shall be emailed to SongBrown@oshpd.ca.gov.

E. Budget Detail and Payment Provisions:

1. Budget Detail:

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

Payment Year 1	07/01/2019 to 06/30/2020	\$12,000 per student per year x Number (number) students	\$0
Payment Year 2	07/01/2020 to 06/30/2021	\$12,000 per student per year x Number (number) students	\$0

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 nursing education program provided that the institution maintains such written fiscal control and accounting procedures as are necessary to assure proper disbursement of, and accounted 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 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 Auditor General, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its nursing education 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 (3) 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 (1) or (2) below:
 - 1) 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.
 - 2) 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. 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 thirty (30) 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. 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.
2. Final Agreement: This Agreement, along with the Grantee's Application, exhibits and forms constitutes the entire and final agreement between the parties and supersedes any and all prior oral or written agreements or discussions.
3. Ownership and Public Records Act: All reports and the supporting documentation and data collected during the funding period which are embodied in those reports, shall become the property of the State and subject to the Public Records Act.
4. Additional Audits: Grantee agrees that the awarding department, the Department of General Services, the Bureau of State Audits, 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. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. 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, 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. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., Cal. Code Regs. Tit. 2, Section 1896).

5. Independent Contractor: 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: During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations,

Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. 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.

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 subsequent breach by the Grantee. OSHPD expressly reserves the right to disqualify Grantee from any future grant awards for failure to comply with the terms of this Agreement.
8. Approval: This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.
9. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
10. Assignment: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
11. Indemnification: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees 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 in connection with the performance of this Agreement, and 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, as a grievance to the Deputy Director, Healthcare Workforce Development Division stating the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought.
 - b. The Deputy Director shall make a determination within ten (10) working days after receipt of the written grievance from the Grantee and shall respond in writing to the Grantee indicating the decision and reasons for it.
 - c. Grantee may appeal the decision of the Deputy Director by submitting written notice to the Director of its intent to appeal, within ten (10) working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the Grantee within twenty (20) working days of receipt of the Grantee's letter. The 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.
 14. Potential Subcontractors: Nothing contained in this Agreement shall create any contractual relation 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 OSHPD'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.
- 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:
Section/Unit: Healthcare Workforce Development Division/Song-Brown	
Name:	Name (Main Contact):
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Address:
Phone:	Phone:
Email:	Email:

The project representatives during the term of this Agreement will be:

State Agency: Office of Statewide Health Planning and Development	Program Representative:
Section/Unit: Healthcare Workforce Development Division/Song-Brown	
Name:	Name of Representative:
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Address:
Phone:	Phone:
Email:	Email:

IN WITNESS WHEREOF, the parties hereto have executed or have caused their duly authorized officers to execute this Agreement as of 07/01/2019.

OFFICE OF STATEWIDE HEALTH
 PLANNING AND DEVELOPMENT

GRANTEE:

Signature:

Signature:

Name:

Name:

Title:

Title:

Attachment K: Sample Registered Nurse Education Special Programs Contract

GRANT AGREEMENT BETWEEN THE OFFICE OF STATEWIDE HEALTH PLANNING & DEVELOPMENT AND SONG-BROWN PROGRAM GRANT AGREEMENT NUMBER

THIS GRANT AGREEMENT (“Agreement”) is entered into on 07/01/2019 (“Effective Date”) by and between the State of California, Office of Statewide Health Planning and Development (hereinafter “OSHPD”) and (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 Song-Brown Registered Nurse 2018 Special Programs 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:

K. 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. “Grant Agreement/Grant Number” means Grant Number awarded to Grantee.
6. “Grantee” means the fiscally responsible entity in charge of administering the Grant Funds and includes the Program identified on the Grant Application.
7. “Grant Funds” means the money provided by OSHPD for the Project described by Grantee in its Application and Scope of Work.
8. “Other Sources of Funds” means all cash, donations, or in-kind contributions that are required or used to complete the Project beyond the grant funds provided by this Grant Agreement.
9. “Program” means the Grantee’s training program(s) listed on the Grant Application.
10. “Program Director” means the Director of Grantee’s training program(s) for which grant funds are being awarded.
11. “Project” means the activity described in the Grantee’s Application and Scope of Work to be accomplished with the Grant Funds.
12. “State” means the State of California and includes all its Departments, Agencies, Committees and Commissions.
13. “Training Institution” means the Grantee.

L. Term of the Agreement: This Agreement shall take effect on 07/01/2019 and shall terminate on 08/15/2021.

M. 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 Registered Nurse Standards adopted by the California Healthcare Workforce Policy Commission as amended from time to time.
2. Under the direction of the Program Director use Grant Funds to (OSHPD to provide Scope of Work based on award).
3. Budgeted personnel with anticipated duties: (OSHPD to provide based on award).
4. Complete and submit interim and a Final Report as required herein.

N. Program Reports

1. Grantee shall submit a complete Final Report on a form to be provided by OSHPD within forty-five (45) days of the end of Payment Year 2 but no later than the end of the Agreement Term.

O. Travel and Per Diem

Travel and per diem reimbursement shall be in accordance with California Department of Human Resources rules and regulations governing excluded employees. The rules may be viewed at <http://www.calhr.ca.gov/employees/Pages/travel-rules-excluded.aspx>.

P. Invoicing

1. For services satisfactorily rendered in accordance with the Scope of Work, and upon receipt and approval of the quarter or semester 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 \$ amount.
3. Certifications shall include the Agreement Number, a signature by the Program Director certifying the activities authorized by this Agreement are true and correct, and shall be submitted for payment on a quarterly basis in arrears. Certifications shall be emailed to SongBrown@oshpd.ca.gov.
4. OSHPD will withhold the final quarter payment due to the Grantee under this Agreement until all required reports are submitted to OSHPD and approved. OSHPD will notify the Grantee of approval in writing.

Q. Budget Detail and Payment Provisions

1. **Budget Modifications:** Transfer of funds between the personnel services category and any other budget category will require a budget modification and Agreement amendment. Budget modifications consist of a change within the approved budget that does not amend the amount or the term of the Agreement. Grantee may only request one (1) budget modification per fiscal year. Revised budget pages are required and must reflect the proposed budget modification. With the exception of the personnel services category, a transfer of funds up to 15% of the Agreement is permissible across each budget category (i.e. operating expenses, major equipment, and other costs) with notification to the OSHPD.

2. **Budget Detail:**

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

PAYMENT YEAR 1: 07-01-2019 to 06-30-2020	
Budget Line Item	Total Reimbursement Not to Exceed
PERSONNEL SERVICES:	
OPERATING EXPENSES:	
MAJOR EQUIPMENT:	
OTHER COSTS:	
INDIRECT COSTS: (8% maximum)	
Sub-total for Payment Year 1	

PAYMENT YEAR 2: 07-01-2020 to 06-30-2021
--

Budget Line Item	Total Reimbursement Not to Exceed
PERSONNEL SERVICES:	
OPERATING EXPENSES:	
MAJOR EQUIPMENT:	
OTHER COSTS:	
INDIRECT COSTS: (8% maximum)	
Sub-total for Payment Year 2	
Grant Total	

R. 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 nursing education program provided that the institution maintains such written fiscal control and accounting procedures as are necessary to assure proper disbursement of, and accounted 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 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 Auditor General, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its nursing education 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 (3) 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 (1) or (2) below:
 - 1) 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.
 - 2) 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.

S. 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.

T. 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 thirty (30) calendar days prior to the expiration of the Agreement. There shall be no activity on an Agreement after its expiration.

U. General Terms and Conditions:

1. 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.
2. Final Agreement: This Agreement, along with the Grantee's Application, exhibits and forms constitutes the entire and final agreement between the parties and supersedes any and all prior oral or written agreements or discussions.
3. Ownership and Public Records Act: All reports and the supporting documentation and data collected during the funding period which are embodied in those reports, shall become the property of the State and subject to the Public Records Act.
4. Additional Audits: Grantee agrees that the awarding department, the Department of General Services, the Bureau of State Audits, 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. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. 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, 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. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., Cal. Code Regs. Tit. 2, Section 1896).

5. Independent Contractor: 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: During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.)

and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. 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.

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 subsequent breach by the Grantee. OSHPD expressly reserves the right to disqualify Grantee from any future grant awards for failure to comply with the terms of this Agreement.
8. Approval: This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.
9. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
10. Assignment: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
11. Indemnification: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees 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 in connection with the performance of this Agreement, and 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, as a grievance to the Deputy Director, Healthcare Workforce Development Division stating the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought.
 - b. The Deputy Director shall make a determination within ten (10) working days after receipt of the written grievance from the Grantee and shall respond in writing to the Grantee indicating the decision and reasons for it.
 - c. Grantee may appeal the decision of the Deputy Director by submitting written notice to the Director of its intent to appeal, within ten (10) working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the

Grantee within twenty (20) working days of receipt of the Grantee’s letter. The 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.
14. Potential Subcontractors: Nothing contained in this Agreement shall create any contractual relation 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 OSHPD’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.

V. 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:
Section/Unit: Healthcare Workforce Development Division/Song-Brown	
Name:	Name (Main Contact):
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Address:
Phone:	Phone:
Email:	Email:

The project representatives during the term of this Agreement will be:

State Agency: Office of Statewide Health Planning and Development	Program Representative:
Section/Unit: Healthcare Workforce Development Division/Song-Brown	
Name:	Name of Representative:
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Address:
Phone:	Phone:
Email:	Email:

IN WITNESS WHEREOF, the parties hereto have executed or have caused their duly authorized officers to execute this Agreement as of 07/01/2018.

OFFICE OF STATEWIDE HEALTH
 PLANNING AND DEVELOPMENT

GRANTEE:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____