If your program requires approval to contract from a coordinating authority, please inform the authority of the terms and conditions contained in the sample grant agreements. All applicants 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 the sample grant agreements.
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A. Background and Mission

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

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

B. Eligible Applicants, Available Funding, and Award Categories

1. Eligible Applicants

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

- Is accredited by the Accreditation Council for Graduate Medical Education (ACGME) Residency Review Committee, or the American Osteopathic Association (AOA) Council on Postdoctoral Training.
- Has programs or departments that recognize Family Medicine, Internal Medicine, Obstetrics and Gynecology, or Pediatrics as major independent specialties.

2. Available Funding

- Grant awards are limited to the funds specified in the State Budget Act of 2019. This is a one-time grant opportunity with no implied or expressed guarantee of subsequent funding after the initial contract award resulting from this application. Awardees shall use the funding to expand primary care services. Awardees shall not use these funds to supplant existing state or local funds.
- Approximately $31,000,000 in state funding is available to support Family Medicine, Internal Medicine, Obstetrics and Gynecology (OB/GYN), and Pediatric residency programs for the following purposes:
  a. $18.7 million to fund existing PCR slots
  b. $5.7 million to fund existing Teaching Health Center (THC) primary care slots
  c. $3.3 million to fund PCR programs that are expanding
  d. $3.3 million to fund newly accredited PCR programs
- OSHPD may award full, partial, or no funding to an applicant based on the applicant’s success in meeting the selection criteria score and the amount of available funds. Competitive proposals will meet the Song-Brown Program evaluation criteria and demonstrate a commitment to Song-Brown goals.

Revised 4.26.19
3. Award Categories

a. Existing PCR Slots—Existing Slots

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

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

Eligible programs may receive $170,000 per filled first year slot.

c. New PCR Slots at Existing Programs—Expansion Slots

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

d. New PCR Programs

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

Table 1: Summary of Award Categories

<table>
<thead>
<tr>
<th>Award Category</th>
<th>Eligible Programs</th>
<th>Award Level</th>
<th>Maximum Slots</th>
<th>Budget Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing Slots</td>
<td>PCR programs that will enroll one class by July 1, 2020</td>
<td>$125,000 per filled first year slot</td>
<td>Five</td>
<td>Capitation</td>
</tr>
<tr>
<td>THC Existing Slots</td>
<td>THC programs that will enroll one class by July 1, 2020</td>
<td>$170,000 per filled first year slot</td>
<td>N/A</td>
<td>Itemized budget</td>
</tr>
<tr>
<td>Expansion Slots</td>
<td>PCR programs that have a permanent increase in categorical PCR positions</td>
<td>$300,000 per first year categorical slot</td>
<td>Three</td>
<td>Capitation</td>
</tr>
<tr>
<td>New PCR Programs</td>
<td>PCR programs that receive residency accreditation after July 1, 2016</td>
<td>Up to $800,000 per program</td>
<td>N/A</td>
<td>Itemized budget</td>
</tr>
</tbody>
</table>

C. Determining Eligibility

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

1. Are you an accredited PCR training program (Family Medicine, Internal Medicine, Obstetrics and Gynecology, or Pediatrics), either traditional or THC, that will enroll residents by July 1, 2020?

   If yes, you may apply for Existing Slots funding.
2. Are you an accredited THC that will enroll residents by July 1, 2020?
   
   If yes, you may apply for THC Existing Slots funding.

3. Have you been approved by the ACGME or AOA for a permanent increase in the number of categorical primary care slots? Did you receive approval after July 1, 2016?
   
   If yes, you may apply for Expansion Slots funding.

4. Are you a program that has received or will receive residency program accreditation by ACGME or AOA after July 1, 2016, has not enrolled its first cohort, and has not received previous Song-Brown funding?
   
   If yes, you may apply for New PCR Programs funding.

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

D. Funding Categories

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

2. **THC Existing Slots**
   Funding to support a recognized THC.

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

4. **New PCR Programs**
   Funding to offset the costs associated with achieving ACGME or AOA residency accreditation after July 1, 2016.

E. 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 eApp system. If you have any questions related to the intent or interpretation of the eApp and/or grant language, email Song-Brown staff at songbrown@oshpd.ca.gov.

Revised 4.26.19
F. Initiating an Application

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

You must register and submit all applications through the web-based 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. Note: CalREACH usernames/passwords will not work for the eApp. Section R. The eApp Technical Guide contains information regarding the eApp, including how to register and add grant preparers to your application.

G. Submitting Grant Applications

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

H. Budget Restrictions

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

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

Applicants seeking Existing Slots, Expansion Slots, or New Programs funding do not submit a proposed budget. These funds shall not be used to supplant existing state or local funds.

I. Evaluation and Scoring Procedures

1. Evaluation and Scoring

Song-Brown will calculate the scores for the Existing Slots, THC Existing Slots, and Expansion Slots applications, and will calculate an average score for applicants with no data to report for Evaluation Criteria I.2, I.3, and II.1, II.2, and II.3.

Song-Brown subject matter expert (SME) review panels will review and provide scoring recommendations to the Commission for New PCR Programs applicants. Each SME review panel will be comprised of up to five SMEs representing PCR physicians, family nurse practitioners/physician assistants, registered nurses, as well as Commission members, consumer advocates, practice site representatives, and professionals with backgrounds in workforce development or healthcare education programs.
2. Evaluation and Scoring Criteria

Please refer to Attachments A and B for the Evaluation Criteria. Attachment A refers to Existing Slots, THC Existing Slots, and Expansion Slots. Attachment B refers to New PCR Programs.

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. Applications that are most consistent with the intent of this grant 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 shall reject the application. OSHPD reserves the right to reject any or all applications or to reduce the amount funded to an applicant.

An applicant may not change its application after the application deadline.

b. Presentations

After reviewing and scoring applications, Song-Brown staff may identify a select number of programs to present to the Commission at the September 2019 Commission meeting. The Program Director, or other authorized representative, will provide a summary of current pipeline programs. The summary should include key highlights, an overview of any successfully demonstrated strategies, and data outcomes. Your presentation, or lack thereof, will not influence your final score.

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.

J. 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 Director concurs with the Commission award recommendations, OSHPD will announce awards by the date listed in Section O, Key Dates.

K. Grant Agreement Deliverables

All 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. Grantees will receive the Final Report template and instructions as these documents become available. The grantee will submit their Final Report and adhere to the deadlines as specified in this Grant Guide. It is the sole responsibility of the grantee to adhere to the terms of the grant. If, upon reviewing the Final Report, OSHPD finds that not all
requirements have been met and/or funds have not been expended, OSHPD will request the remittance of those funds from the grantee. OSHPD will withhold the final payment until all required reports are submitted to OSHPD and approved.

L. 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 the sample grant agreements. 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 support primary care services. These funds shall not be used to supplant existing state or local funds.

4. Grantees must sign and submit grant agreements by the due date provided by Song-Brown staff. Failure to sign and return the grant agreement 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. All grant deliverables, including reports and supporting documentation, shall become subject to the Public Records Act.

8. 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.

M. Post Award and Payment Provisions

1. Payment Provisions for Existing and Expansion Slots Funding

   • Grantees will enter into three-year grant agreements.
   • OSHPD does not allow indirect costs for Existing or Expansion Slots grants.
   • OSHPD makes payments in arrears and upon receipt of a quarterly certification from the program documenting the program has met the intent of the grant.
   • OSHPD will withhold the final quarterly payment pending satisfactory completion of all the terms and conditions required by the grant.

2. Payment Provisions for THC Existing Slots Funding

   • Grantees will enter into one-year grant agreements.
   • OSHPD will reimburse for indirect costs that do not exceed eight percent of the total dollars awarded. Applicants may choose not to include indirect costs in their application.
   • Grantees will receive 70 percent of the award upon execution of the agreement. OSHPD will pay the balance due pending satisfactory completion of all the terms and conditions required by the grant.
3. Payment Provisions for New PCR Programs Funding

- Grantees will enter into grant agreements expiring on June 30, 2020
- OSHPD does not allow indirect costs on New PCR Programs grants.
- New PCR Programs that have not received accreditation by time of award must become residency program accredited within the term of the grant agreement and submit proof of accreditation and expenditures to receive payment.
- New PCR Programs that are accredited at time of award must submit proof of expenditures to receive payment.
- Any new awards will rescind previous awards/grant agreements.

N. Technical Assistance Webinar

OSHPD will conduct technical assistance webinars to assist you in completing and submitting an application. For information about the webinars, see https://oshpd.ca.gov/loans-scholarships-grants/grants/song-brown/#PCR.

O. Key Dates

The key dates for the program year are as follows:

<table>
<thead>
<tr>
<th>Key Events</th>
<th>Dates and Times</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application open in the eApp</td>
<td>April 30, 2019 at 3:00 PM PDT</td>
</tr>
<tr>
<td>Application submission deadline</td>
<td>May 30, 2019 at 3:00 PM PDT</td>
</tr>
<tr>
<td>Applicants notified about preliminary scores and possible invitation to present at Commission Meeting</td>
<td>TBD</td>
</tr>
<tr>
<td>Commission Meeting / Presentations / Awards</td>
<td>September 2019</td>
</tr>
<tr>
<td>Notice sent to awardees</td>
<td>October 1, 2019</td>
</tr>
<tr>
<td>Grant terms:</td>
<td></td>
</tr>
<tr>
<td>New PCR Programs</td>
<td>November 1, 2019—June 30, 2020</td>
</tr>
<tr>
<td>THC Existing Slots</td>
<td>January 1, 2020—February 15, 2021</td>
</tr>
<tr>
<td>Existing and Expansion Slots</td>
<td>June 30, 2020—August 15, 2023</td>
</tr>
</tbody>
</table>
P. 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 main sections:

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

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

For **New PCR Programs**:

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

Q. eApp Technical Guide

1. Accessing the Application System
   OSHPD uses the 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 eApp.

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

2. Registration and Login
   All applicant organizations and their designees must register in the eApp. To register for the first time, click the “CREATE ACCOUNT” button on the “Home Page” and follow the instructions. All newly created accounts are defaulted to the “Grant Preparer” role. 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 eApp page.

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

3. Submitting an Application

- By submitting the application, you/your organization agree to the grant Terms and Conditions.
- OSHPD will not consider late or incomplete applications. For more detailed information, refer to Section O. Key Dates in this Grant Guide.
- Once you click the Submit button, you cannot go back to revise the application.
- The eApp will email a confirmation of receipt to the designated Program Director.

4. Printing an Application

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

R. Department Contact

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

Thank you!

We would like 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 Existing PCR Slots, THC Existing PCR Slots, and PCR Expansion Slots

<table>
<thead>
<tr>
<th>Section I</th>
<th>Other Considerations</th>
<th>Total Points Available</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1</strong></td>
<td>Percent and number of clinical training sites in medically underserved areas.</td>
<td>20</td>
</tr>
<tr>
<td><strong>2</strong></td>
<td>Percent and number of underrepresented minority graduates and/or economically disadvantaged graduates.</td>
<td>20</td>
</tr>
<tr>
<td><strong>3</strong></td>
<td>Percent and number of graduates in medically underserved areas.</td>
<td>20</td>
</tr>
<tr>
<td><strong>Total points possible for Section I</strong></td>
<td></td>
<td><strong>60</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section II</th>
<th>Other Considerations</th>
<th>Total Points Available</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1</strong></td>
<td>Do your non-first year residents spend at least an average of 8 hours per week at a primary care continuity clinic?</td>
<td>10</td>
</tr>
<tr>
<td><strong>2</strong></td>
<td>Percent and number of graduates in primary care ambulatory settings five years’ post residency.</td>
<td>15</td>
</tr>
<tr>
<td><strong>3</strong></td>
<td>Percent and number of underrepresented minority students and/or economically disadvantaged students.</td>
<td>10</td>
</tr>
<tr>
<td><strong>4</strong></td>
<td>Describe the training sites payer mix.</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>0 points—combination of Medi-Cal, Indigent, Medi-Cal/Medicare, Uninsured, and Other Payers 0-49%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>10 points—combination of Medi-Cal, Indigent, Medi-Cal/Medicare, Uninsured, and Other Payers 50-74%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>20 points—combination of Medi-Cal, Indigent, Medi-Cal/Medicare, Uninsured, and Other Payers 75-100%</td>
<td></td>
</tr>
<tr>
<td><strong>Total points possible for Section II</strong></td>
<td></td>
<td><strong>55</strong></td>
</tr>
<tr>
<td><strong>Total points possible for Section I and II</strong></td>
<td></td>
<td><strong>115</strong></td>
</tr>
</tbody>
</table>
**Attachment B: Evaluation Criteria for New PCR Programs**

<table>
<thead>
<tr>
<th>Section</th>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Percent and number of clinical training sites in medically underserved areas.</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>Percent and number of underrepresented minority graduates and/or economically disadvantaged graduates.</td>
<td>20</td>
</tr>
<tr>
<td>3</td>
<td>Percent and number of graduates in medically underserved areas.</td>
<td>20</td>
</tr>
<tr>
<td>1</td>
<td>What components of the training program are designed for medically underserved multi-cultural communities, lower socioeconomic neighborhoods or rural communities?</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>0 points–the program's proposed curriculum does not specifically address underserved communities.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4 points–the program's proposed curriculum specifically addresses underserved communities.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 point for each example of a continuity clinic or required rotation in an underserved area <strong>in each year</strong> of the program. Maximum of 4 points allowed.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Describe the program's approach and associated activities used to encourage residents to practice in areas of unmet need.</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>0 points–no mention.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 points–program provided a well-defined description of a proposed structured counseling program.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 point for each example cited up to 3 points.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Describe your plans to incorporate cultural competency and responsive care training into the program’s curriculum and how it will further Song-Brown efforts of increasing the racial and ethnic diversity of California’s healthcare workforce.</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>0 points–no mention.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1-2 points–program provided a well-defined description of proposed culturally competent/culturally responsive curriculum and how it will further Song-Brown efforts of increasing racial and ethnic diversity of California’s healthcare workforce.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 point for each example cited up to 3 points.</td>
<td></td>
</tr>
<tr>
<td>Section II</td>
<td>Other Considerations</td>
<td>Total Points Available</td>
</tr>
<tr>
<td>-----------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------------------------</td>
</tr>
</tbody>
</table>
| 4         | Explain the program strategies developed to identify, recruit, and admit residents, who possess characteristics, which would suggest a pre-disposition to practice in areas of unmet need.  
0 points–no mention.  
2 points–program shows interest in recruiting residents speaking a second language.  
2 points–program shows interest in recruiting students coming from an underserved community.  
2 points–program shows interest in recruiting students who have a professional commitment to practice in a medically underserved community in California (i.e. NHSC, Stephen M. Thompson Loan Repayment, SLRP).  
1-2 points–program provided a well-defined description of how they will engage clinics that contain student rotations in underserved areas and/or underserved populations.  
1-2 points–program provided a well-defined description of how they will participate in pipeline programs with underserved schools and engage residents in that process. | 10                     |
| 5         | How will your program encourage residents to help recruit and mentor underrepresented minorities and/or underrepresented groups?  
0 points–no mention.  
1-2 points–pipeline/recruitment program in development.  
1-2 points–rotation will be based in junior high/high school focused around health education and/or career fair.  
1-2 points–program proposes to require that residents regularly participate in mentoring activities. | 6                      |
| 6         | Has the residency program provided adequate information as to the sustainability of the new residency program?  
0 points–no mention of sustainability.  
1 point–description or letter of support.  
3 points–both a description and a letter of support.  
5 points–well developed plan of ongoing established program and letters of support. | 5                      |
<table>
<thead>
<tr>
<th>Section II</th>
<th>Other Considerations</th>
<th>Total Points Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Describe what educational modalities you will integrate into the learning delivery model.</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>0 points—no mention.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 point—per example cited up to a maximum of 3 points.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Examples include: 1:1 teaching, group sessions, case presentations and discussions, group patient visits, participation in multi-disciplinary rounds, healthcare technology.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Describe the primary care pathways and/or pipeline activities your residents will participate in.</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>0 points—no mention.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 point—per example cited of proposed activities to increase primary care career pathways/pipelines up to a maximum of 5 points.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Explain how your program will structure training to encourage residents to practice as a health care team that includes inter-professional providers.</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>0 points—no mention of either team training or PCMH.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 point—program provided a well-defined description of how the program will conduct team training in hospital or clinic settings as evidenced by the application.</td>
<td></td>
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<tr>
<td></td>
<td>1 point—program provided a well-defined description of how the program will have regular focus on team training in all settings of care as evidenced by the application.</td>
<td></td>
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<tr>
<td></td>
<td>1-2 points—program provided a well-defined plan for how the program intends to become accredited by NCQA or The Joint Commission as a PCMH at any level as evidenced by the application.</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Will the program residents train side by side with FNP and/or PA students?</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>0 points—No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3 points—Yes</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Explain how you will use practicing primary care physicians from the local community in the training program.</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>0 points—no mention.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3 points—program provided a well-defined description of how primary care physicians from the local community will be used in the training program.</td>
<td></td>
</tr>
<tr>
<td>Section II</td>
<td>Other Considerations</td>
<td>Total Points Available</td>
</tr>
<tr>
<td>------------</td>
<td>--------------------------------------------------------------------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>12</td>
<td>Explain how your program will promote training in ambulatory and community settings in underserved areas.</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>0 points–no mention.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3 points–program provided a well-defined description of how the program will promote training in ambulatory and community settings in underserved areas.</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Does the program faculty possess the knowledge, skills, and experience to deliver a primary care curriculum with an emphasis on health care disparities?</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>0 points–no mention.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 point for each example per unique faculty member up to 3 points.</td>
<td></td>
</tr>
<tr>
<td>Total points possible for Section II</td>
<td></td>
<td>63</td>
</tr>
<tr>
<td>Total points possible for Sections I and II</td>
<td></td>
<td>123</td>
</tr>
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</table>
Attachment C: Required Attachment – Sample Expansion Letter

August 12, 2015

Program Director

Dear Dr.,

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

Family medicine

Program

Maximum Number of Residents: 36

OTHER COMMENTS

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

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

Revised 4.26.19
Attachment D: California Healthcare Workforce Policy Commission Authorizing Statute—Health and Safety Code, Section 128200-128241

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

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

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

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

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

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

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

§128205. As used in this article, and Article 2 (commencing with Section 128250), the following terms mean:
   (a) "Family physician" means a primary care physician who is prepared to and renders continued comprehensive and preventative health care services to families and who has received specialized training in an approved family medicine residency for three years after graduation from an accredited medical school.
   (b) "Primary care physician" means a physician who is prepared to and renders continued comprehensive and preventative health care services and has received specialized training in the areas of internal medicine, obstetrics and gynecology, or pediatrics.
   (c) "Associated" and "affiliated" mean that relationship that exists by virtue of a formal written agreement between a hospital or other health care delivery system and an approved medical school that pertains to the primary care or family medicine training program for which state contract funds are sought.
   (d) "Commission" means the California Healthcare Workforce Policy Commission.
   (e) "Programs that train primary care physician's assistants" means a program that has been approved for the training of primary care physician assistants pursuant to Section 3513 of the Business and Professions Code.
   (f) "Programs that train primary care nurse practitioners" means a program that is operated by a California school of medicine or nursing, or that is authorized by the Regents of the University of California or by the Trustees of the California State University, or that is approved by the Board of Registered Nursing.
   (g) "Programs that train registered nurses" means a program that is operated by a California school of nursing and approved by the Board of Registered Nursing, or that is authorized by the Regents of the University of California, the Trustees of the California State University, or the Board of Governors of the California Community Colleges, and that is approved by the Board of Registered Nursing.
   (h) "Teaching health center" means a community-based ambulatory patient care center that operates a primary care residency program. Community-based ambulatory patient care settings include, but are not limited to, federally qualified health centers, community mental health centers, rural health clinics, health centers operated by the Indian Health Service, an Indian tribe or tribal organization, or an urban Indian organization, and entities receiving funds under Title X of the federal Public Health Service Act (Public Law 91-572).

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

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

§128215. There is hereby created a California Healthcare Workforce Policy Commission. The commission shall be composed of 15 members who shall serve at the pleasure of their appointing authorities:
(a) Nine members appointed by the Governor, as follows:
   (1) One representative of the University of California medical schools, from a nominee or
       nominees submitted by the University of California.
   (2) One representative of the private medical or osteopathic schools accredited in California from
       individuals nominated by each of these schools.
   (3) One representative of practicing family medicine physicians.
   (4) One representative who is a practicing osteopathic physician or surgeon and who is board
       certified in either general or family medicine.
   (5) One representative of undergraduate medical students in a family medicine program or
       residence in family medicine training.
   (6) One representative of trainees in a primary care physician's assistant program or a practicing
       physician's assistant.
   (7) One representative of trainees in a primary care nurse practitioners program or a practicing
       nurse practitioner.
   (8) One representative of the Office of Statewide Health Planning and Development, from
       nominees submitted by the office director.
   (9) One representative of practicing registered nurses.

(b) Two consumer representatives of the public who are not elected or appointed public officials,
one appointed by the Speaker of the Assembly and one appointed by the Chairperson of the
Senate Committee on Rules.

(c) Two representatives of practicing registered nurses, one appointed by the Speaker of the
Assembly and one appointed by the Chairperson of the Senate Committee on Rules.

(d) Two representatives of students in a registered nurse training program, one appointed by the
Speaker of the Assembly and one appointed by the Chairperson of the Senate Committee on
Rules.

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

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

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

§128225. The commission shall do all of the following:
   (a) Identify specific areas of the state where unmet priority needs for primary care family
       physicians and registered nurses exist.
   (b) (1) Establish standards for primary care and family medicine training programs, primary care
       and family medicine residency programs, postgraduate osteopathic medical programs in primary
       care or family medicine, and primary care physician assistants programs and programs that train
       primary care nurse practitioners, including appropriate provisions to encourage primary care
       physicians, family physicians, osteopathic family physicians, primary care physician's assistants,
       and primary care nurse practitioners who receive training in accordance with this article and Article
       2 (commencing with Section 128250) to provide needed services in areas of unmet need within the
       state. Standards for primary care and family medicine residency programs shall provide that all of
       the residency programs contracted for pursuant to this article and Article 2 (commencing with
       Section 128250) shall be approved by the Accreditation Council for Graduate Medical Education's
Residency Review Committee for Family Medicine, Internal Medicine, Pediatrics, or Obstetrics and Gynecology. Standards for postgraduate osteopathic medical programs in primary care and family medicine, as approved by the American Osteopathic Association Committee on Postdoctoral Training for interns and residents, shall be established to meet the requirements of this subdivision in order to ensure that those programs are comparable to the other programs specified in this subdivision. Every program shall include a component of training designed for medically underserved multicultural communities, lower socioeconomic neighborhoods, or rural communities, and shall be organized to prepare program graduates for service in those neighborhoods and communities. Medical schools receiving funds under this article and Article 2 (commencing with Section 128250) shall have programs or departments that recognize family medicine as a major independent specialty. Existence of a written agreement of affiliation or association between a hospital and an accredited medical school shall be regarded by the commission as a favorable factor in considering recommendations to the director for allocation of funds appropriated to the state medical contract program established under this article and Article 2 (commencing with Section 128250). Teaching health centers receiving funds under this article shall have programs or departments that recognize family medicine as a major independent specialty.

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

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

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

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

(f) Establish contract criteria and single per-student and per-resident capitation formulas that shall determine the amounts to be transferred to institutions receiving contracts for the training of primary care and family medicine students and residents and primary care physician’s assistants and primary care nurse practitioners and registered nurses pursuant to this article and Article 2 (commencing with Section 128250), except as otherwise provided in subdivision (d). Institutions applying for or in receipt of contracts pursuant to this article and Article 2 (commencing with Section 128250) may appeal to the director for waiver of these single capitation formulas. The
director may grant the waiver in exceptional cases upon a clear showing by the institution that a waiver is essential to the institution's ability to provide a program of a quality comparable to those provided by institutions that have not received waivers, taking into account the public interest in program cost-effectiveness. Recipients of funds appropriated by this article and Article 2 (commencing with Section 128250) shall, as a minimum, maintain the level of expenditure for family medicine or primary care physician's assistant or family care nurse practitioner training that was provided by the recipients during the 1973-74 fiscal year. Recipients of funds appropriated for registered nurse training pursuant to this article shall, as a minimum, maintain the level of expenditure for registered nurse training that was provided by recipients during the 2004-05 fiscal year. Funds appropriated under this article and Article 2 (commencing with Section 128250) shall be used to develop new programs or to expand existing programs and shall not replace funds supporting current family medicine or registered nurse training programs. Institutions applying for or in receipt of contracts pursuant to this article and Article 2 (commencing with Section 128250) may appeal to the director for waiver of this maintenance of effort provision. The director may grant the waiver if he or she determines that there is reasonable and proper cause to grant the waiver.

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

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

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

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

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

(1) That the grant will be used to support new primary care physician slots.

(2) That priority in filling the position shall be given to physicians who have graduated from a California-based medical school.

(3) That the new primary care physician residency positions have been, or will be, approved by the Accreditation Council for Graduate Medical Education prior to the first distribution of grant funds.
(b) The director shall do both of the following:
   (1) Determine whether the residency programs recommended by the commission meet the standards established by this section.
   (2) Select and contract on behalf of the state with accredited primary care or family medicine residency programs for the purpose of providing grants for the support of newly created residency positions.

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

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

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

§128230. When making recommendations to the Director of the Office of Statewide Health Planning and Development concerning the funding of primary care and family medicine programs or departments, primary care and family medicine residencies, and programs for the training of primary care physician assistants, primary care nurse practitioners, or registered nurses, the commission shall give priority to programs that have demonstrated success in the following areas:
   (a) Actual placement of individuals in medically underserved areas.
   (b) Success in attracting and admitting members of minority groups to the program.
   (c) Success in attracting and admitting individuals who were former residents of medically underserved areas.
   (d) Location of the program in a medically underserved area.
   (e) The degree to which the program has agreed to accept individuals with an obligation to repay loans awarded pursuant to the Health Professions Education Fund.

§128235. Pursuant to this article and Article 2 (commencing with Section 128250), the Director of the Office of Statewide Health Planning and Development shall do all of the following:
   (a) Determine whether primary care and family medicine, primary care physician's assistant training program proposals, primary care nurse practitioner training program proposals, and registered nurse training program proposals submitted to the California Healthcare Workforce Policy Commission for participation in the state medical contract program established by this article and Article 2 (commencing with Section 128250) meet the standards established by the commission.
   (b) Select and contract on behalf of the state with accredited medical schools, teaching health centers, programs that train primary care physician's assistants, programs that train primary care nurse practitioners, hospitals, and other health care delivery systems for the purpose of training undergraduate medical students and residents in the specialties of internal medicine, obstetrics and gynecology, pediatrics, and family medicine. Contracts shall be awarded to those institutions that best demonstrate the ability to provide quality education and training and to retain students and residents in specific areas of California where there is a recognized unmet priority need for primary care family physicians. Contracts shall be based upon the recommendations of the commission and in conformity with the contract criteria and program standards established by the commission.
   (c) Select and contract on behalf of the state with programs that train registered nurses. Contracts shall be awarded to those institutions that best demonstrate the ability to provide quality education and training and to retain students and residents in specific areas of California where there is a recognized unmet priority need for registered nurses. Contracts shall be based upon the
recommendations of the commission and in conformity with the contract criteria and program standards established by the commission.

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

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

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

§128241. The Office of Statewide Health Planning and Development shall develop alternative strategies to provide long-term stability and non-General Fund support for programs established pursuant to this article. The office shall report on these strategies to the legislative budget committees by February 1, 2005.
Attachment E: California Healthcare Workforce Policy Commission Standards for Family Medicine Residency Training Programs

1. Each Family Medicine Residency Training Program shall be approved by the Accreditation Council for Graduate Medical Education’s Residency Review Committee or the American Osteopathic Association.

2. Each Family Medicine Residency Training Program or Post Graduate Osteopathic Medical Program in Family Medicine, approved for funding under the Act shall include a component of training in medically underserved multi-cultural communities, lower socioeconomic neighborhoods, or rural communities, and shall be organized to prepare family physicians for service in such neighborhoods and communities.

3. Appropriate strategies shall be developed by each training institution receiving funds under the Act to encourage family physicians who are trained in the training program funded by the Act, to enter into practice in areas of unmet need for primary care family physicians within California as defined by the California 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 match family medicine residents who possess characteristics which 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 training program graduates to enter practice in areas of need.

   C. A program component such as a preceptorship experience in an area of need, which enhance the potential of training program graduates to practice in such an area.
Attachment F: California Healthcare Workforce Policy Commission Standards for Internal Medicine Residency Training Program

1. Each Internal Medicine Residency Training Program shall be approved by the Accreditation Council for Graduate Medical Education’s Residency Review Committee or the American Osteopathic Association.

2. Each Internal Medicine Residency Training Program or Post Graduate Osteopathic Medical Program in Internal Medicine, approved for funding under the Act shall include a component of training in medically underserved multi-cultural communities, lower socioeconomic neighborhoods, or rural communities, and shall be organized to prepare primary care physicians for service in such neighborhoods and communities.

3. Appropriate strategies shall be developed by each training institution receiving funds under the Act to encourage Internal Medicine physicians who are trained in the training program funded by the Act, to enter into practice in areas of unmet priority need for primary care physicians 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 match internal medicine residents 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 training program graduates to enter practice in areas of need.

   C. A program component such as a preceptorship experience in an area of need, which will enhance the potential of training program graduates to practice in such an area.
Attachment G: California Healthcare Workforce Policy Commission Standards for Obstetrics and Gynecology Residency Training Programs

1. Each Obstetrics and Gynecology Residency Training Program shall be approved by the Accreditation Council for Graduate Medical Education’s Residency Review Committee or the American Osteopathic Association.

2. Each Obstetrics and Gynecology Residency Training Program or Post Graduate Osteopathic Medical Program in Obstetrics and Gynecology, approved for funding under the Act shall include a component of training in medically underserved multi-cultural communities, lower socioeconomic neighborhoods, or rural communities, and shall be organized to prepare primary care physicians for service in such neighborhoods and communities.

3. Appropriate strategies shall be developed by each training institution receiving funds under the Act to encourage Obstetrics and Gynecology Physicians who are trained in the training program funded by the Act, to enter into practice in areas of unmet priority need for primary care physicians 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 match obstetrics and gynecology residents 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 training program graduates to enter practice in areas of need.

   C. A program component such as a preceptorship experience in an area of need, which will enhance the potential of training program graduates to practice in such an area.
Attachment H: California Healthcare Workforce Policy Commission Standards for Pediatric Residency Training Programs

1. Each Pediatric Residency Training Program shall be approved by the Accreditation Council for Graduate Medical Education’s Residency Review Committee or the American Osteopathic Association.

2. Each Pediatric Residency Training Program or Post Graduate Osteopathic Medical Program in Pediatrics, approved for funding under the Act shall include a component of training in medically underserved multi-cultural communities, lower socioeconomic neighborhoods, or rural communities, and shall be organized to prepare primary care physicians for service in such neighborhoods and communities.

3. Appropriate strategies shall be developed by each training institution receiving funds under the Act to encourage Pediatric Physicians who are trained in the training program funded by the Act, to enter into practice in areas of unmet priority need for primary care physicians 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 match pediatric residents 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 training program graduates to enter practice in areas of need.

   C. A program component such as a preceptorship experience in an area of need, which will enhance the potential of training program graduates to practice in such an area.
Attachment I: California Healthcare Workforce Policy Commission Guidelines for Family Medicine Residency Training Programs (Revised May 2015)

Definition of Family Medicine

For the purposes of this program, family medicine is defined as that field of medical practice in which the physician, by virtue of training and experience, is qualified to practice in several fields of medicine and surgery, with special emphasis on the family unit, serving as the physician of first contact and means of entry into the healthcare system, providing comprehensive and continuing healthcare, and utilizing consultation with other medical experts where appropriate.

Strategies Relating to Areas of Need

Special consideration by the California Healthcare Workforce Policy Commission is given to those training programs which have developed coherent strategies for locating their graduates in California's areas of unmet need for primary care family physicians as defined by the Commission; which have developed close ties with communities and neighborhoods which are experiencing a shortage of medical care; which have success in attracting and admitting members of minority groups to the program; and which have the best records in placing graduates in medically underserved areas.

Concept of Health Care Teams

Training programs should be so organized as to teach family medicine residents how to work with and utilize physician assistants and/or nurse practitioners in their practice, and to familiarize residents with the healthcare team approach to healthcare delivery. Special consideration is given to family medicine residency training programs, which are integrated with primary care physician assistant or primary care nurse practitioner training programs.

Involvement of Local Community Physicians

Involvement of local community physicians should be utilized in the residency training programs.

Board-Certified Training Program Director

The family medicine residency training program director should be a physician certified by the American Board of Family Medicine or American Osteopathic Board of Family Physicians.

Existence of Department of Family Medicine or Equivalent

Training institutions shall have a family practice department or administrative unit equivalent to those of the major clinical specialties.
Attachment J: California Healthcare Workforce Policy Commission Guidelines for Internal Medicine Residency Training Programs (Revised October 23, 2014)

**Definition of Internal Medicine**

For the purposes of this program, internal medicine is defined as that field of medical practice in which the physician, by virtue of training and experience, is qualified to handle the broad and comprehensive spectrum of illnesses that affect adults, and are recognized as experts in diagnosis, in treatment of chronic illness, and in health promotion and disease prevention, not limited to one type of medical problem or organ system. Physicians in this field of medical practice often care for patients over the duration of their adult lives, providing the physician an opportunity to establish long and rewarding person relations with their patients.¹

**Strategies Relating to Areas of Need**

Special consideration by the California Healthcare Workforce Policy Commission is given to those training programs which have developed coherent strategies for training their residents and placing their graduates in California’s areas of unmet priority need for primary care physicians as defined by the Commission; which have developed close ties with communities and neighborhoods which are experiencing a shortage of medical care; which have success in attracting and admitting members of minority groups to the program; and which have the best records in placing graduates in medically underserved areas.

**Concept of Health Care Teams**

Training programs should be so organized as to teach internal medicine residents how to work with physician assistants, nurse practitioners and/or other health professions in their practice, and to familiarize residents with the health care team approach to health care delivery. Special consideration is given to internal medicine residency training programs which are integrated with primary care physician assistant, primary care nurse practitioner or other health professions training programs.

**Involvement of Local Community Physicians**

Practicing primary care physicians or internal medicine physicians in the local community should be utilized in the residency training programs.

**Board-Certified Training Program Director**

The internal medicine residency training program director should be a physician certified by the American Board of Internal Medicine or American Osteopathic Board of Internal Medicine.

¹ Commission definition
Attachment K: California Healthcare Workforce Policy Commission Guidelines for Funding Obstetrics and Gynecology Training Programs (Revised October 23, 2014)

Definition of Obstetrics and Gynecology

For the purposes of this program, Obstetrics and Gynecology is defined as that field of medical practice in which the physician, by virtue of satisfactory completion of an accredited program of graduate medical education possesses special knowledge, skills and professional capability in the medical and surgical care of women related to pregnancy and disorders of the female reproductive system. Physicians in this field of medicine provide primary and preventive care for women and serve as consultants to other health care professionals.\(^2\)

Strategies Relating to Areas of Need

Special consideration by the California Healthcare Workforce Policy Commission is given to those training programs which have developed coherent strategies for training their residents and placing their graduates in California’s areas of unmet priority need for primary care physicians as defined by the Commission; which have developed close ties with communities and neighborhoods which are experiencing a shortage of medical care; which have success in attracting and admitting members of minority groups to the program; and which have the best records in placing graduates in medically underserved areas.

Concept of Health Care Teams

Training programs should be so organized as to teach obstetrics and gynecology residents how to work with physician assistants, nurse practitioners and/or other health professions in their practice, and to familiarize residents with the health care team approach to health care delivery. Special consideration is given to obstetrics and gynecology residency training programs which are integrated with primary care physician assistant, primary care nurse practitioner or other health professions training programs.

Involvement of Local Community Physicians

Practicing primary care physicians or obstetrics and gynecology physicians in the local community should be utilized in the residency training programs.

Board-Certified Training Program Director

The obstetrics and gynecology residency training program director should be a physician certified by the American Board of Obstetrics and Gynecology or American Osteopathic Board of Obstetrics and Gynecology.

\(^2\) The American Board of Obstetrics and Gynecology

Revised 4.26.19
Attachment L: California Healthcare Workforce Policy Commission Guidelines for Funding Pediatrics Residency Training Programs (Revised October 23, 2014)

Definition of Pediatrics

For the purposes of this program, pediatrics is defined as that field of medical practice in which the physician, by virtue of training and experience, is concerned with the physical, mental and social health of children from birth to young adulthood. Pediatric care encompasses a broad spectrum of health services ranging from preventive health care to the diagnosis and treatment of acute and chronic diseases. ³

Strategies Relating to Areas of Need

Special consideration by the California Healthcare Workforce Policy Commission is given to those training programs which have developed coherent strategies for training their residents and placing their graduates in California’s areas of unmet priority need for primary care physicians as defined by the Commission; which have developed close ties with communities and neighborhoods which are experiencing a shortage of medical care; which have success in attracting and admitting members of minority groups to the program; and which have the best records in placing graduates in medically underserved areas.

Concept of Health Care Teams

Training programs should be so organized as to teach pediatric residents how to work with physician assistants, nurse practitioners and/or other health professions in their practice, and to familiarize residents with the health care team approach to health care delivery. Special consideration is given to pediatrics residency training programs which are integrated with primary care physician assistant, primary care nurse practitioner or other health professions training programs.

Involvement of Local Community Physicians

Practicing primary care physicians or pediatric physicians in the local community should be utilized in the residency training programs.

Board-Certified Training Program Director

The pediatric residency training program director should be a physician certified by the American Board of Pediatrics or American Osteopathic Board of Pediatrics.

Existence of Department of Pediatrics or Equivalent

Training institutions shall have a pediatric department or administrative unit equivalent to those of the major clinical specialties.

³ American Academy of Pediatrics
Affiliation between Hospitals or other Health Care Delivery Systems and Accredited Medical Schools

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.

Attachment M: California Healthcare Workforce Policy Commission Guidelines for Funding PCR Training Programs

Definition of Family Medicine

For the purposes of this program, family medicine is defined as that field of medical practice in which the physician, by virtue of training and experience, is qualified to practice in several fields of medicine and surgery, with special emphasis on the family unit, serving as the physician of first contact and means of entry into the healthcare system, providing comprehensive and continuing healthcare, and utilizing consultation with other medical experts where appropriate.

Strategies Relating to Areas of Need

Special consideration by the California Healthcare Workforce Policy Commission is given to those training programs which have developed coherent strategies for locating their graduates in California’s areas of unmet need for primary care family physicians as defined by the Commission; which have developed close ties with communities and neighborhoods which are experiencing a shortage of medical care; which have success in attracting and admitting members of minority groups to the program; and which have the best records in placing graduates in medically underserved areas.

Concept of Health Care Teams

Training programs should be so organized as to teach family medicine residents how to work with and utilize physician assistants and/or nurse practitioners in their practice, and to familiarize residents with the healthcare team approach to health care delivery. Special consideration is given to family medicine residency training programs, which are integrated with primary care physician assistant or primary care nurse practitioner training programs.

Involvement of Local Community Physicians

Involvement of local community physicians should be utilized in the residency training programs.

Board-Certified Training Program Director

The family medicine residency training program director should be a physician certified by the American Board of Family Medicine or American Osteopathic Board of Family Physicians.

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4 Accredited by The Liaison Committee on Medical Education (LCME), The American Osteopathic Association (AOA), or The Commission on Osteopathic College Accreditation (COCA).
Existence of Department of Family Medicine or Equivalent

Training institutions shall have a family practice department or administrative unit equivalent to those of the major clinical specialties.

Attachment N: 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 O: Sample Existing PCR Slots Grant Provisions

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 06/30/2019 ("Effective Date") by and between the State of California, Office of Statewide Health Planning and Development (hereinafter "OSHPD") and «Contractor», «Program_Name» (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 2018 Song-Brown Primary Care 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:
   2. "Application" means the grant application/proposal submitted by Grantee.
   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.

B. Term of the Agreement: This Agreement shall take effect on 06/30/2019 and shall terminate on 06/29/2022.
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:


2. Under the direction of the Program Director, use Grant Funds to provide primary care training for resident(s) for a three (3) year cycle beginning 06/30/2019 and ending 6/29/2022. Each resident supported represents a permanent expansion of the program.

D. **Invoicing:**

1. For services satisfactorily rendered in accordance with the Scope of Work, and upon receipt and approval of the certifications as specified in subsection (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 $-

3. Certifications shall include the Agreement Number, the names of the resident(s)/student(s) trained under this Agreement, a signature by the Program Director certifying that each resident(s)/student(s) was engaged in activities authorized by this Agreement, and shall be submitted electronically for payment on a quarter basis in arrears to:

   Song-Brown Training Program Administrator
   SongBrown@oshpd.ca.gov

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Revised 4.26.19
E. Budget Detail and Payment Provisions:

1. Budget Detail:

OSHPD shall reimburse Grantee «Amount» per resident for the expenses incurred in performing the Scope of Work in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Payment</th>
<th>6/30/2019 to 6/29/2020</th>
<th>$ per resident per year for resident(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Year 2</td>
<td>6/30/2020 to 6/29/2021</td>
<td>$ per resident per year for resident(s)</td>
</tr>
<tr>
<td>Year 3</td>
<td>6/30/2021 to 6/29/2022</td>
<td>$ per resident per year for resident(s)</td>
</tr>
</tbody>
</table>

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

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

   Training institutions may elect to commingle grant funds received pursuant to the Agreement with any other income available for operation of the residency program provided that the institution maintains such written fiscal control and accounting procedures as are necessary to assure proper disbursement of, and 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 residents under the Agreement must be submitted as requested by the Commission or the OSHPD Director for purposes of program administration, evaluation, or review.

3. Records Retention and Audit:

   a. The training institution shall permit the OSHPD Director, the California State Auditor, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its residency program for the purpose of audit and examination.
b. The training institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this grant (hereinafter collectively called the “records”) to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.

c. The training institution agrees to make available at the office of the training institution at all reasonable times during the period set forth in subparagraph (d) below any of the records for inspection, audit or reproduction by an authorized representative of the State.

d. The training institution shall preserve and make available its records (a) for a period of three (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.

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 California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. 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 15896).

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 assure 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.

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.

17. **Use of Funds**: The funding established pursuant to this act shall be utilized to expand primary care services. These funds shall not be used to supplant existing state or local funds to provide primary care services.

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

<table>
<thead>
<tr>
<th>State Agency:</th>
<th>Grantee:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office of Statewide Health Planning and Development</td>
<td></td>
</tr>
<tr>
<td>Section/Unit:</td>
<td>Name (Main Contact):</td>
</tr>
<tr>
<td>Healthcare Workforce Development Division/Song-Brown</td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td>Address:</td>
</tr>
<tr>
<td>Address:</td>
<td>Phone:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Email:</td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>State Agency:</th>
<th>Program Representative:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office of Statewide Health Planning and Development</td>
<td></td>
</tr>
<tr>
<td>Section/Unit:</td>
<td>Name of Representative:</td>
</tr>
<tr>
<td>Healthcare Workforce Development Division/Song-Brown</td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td>Address:</td>
</tr>
<tr>
<td>Address:</td>
<td>Phone:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Email:</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:songbrown@oshpd.ca.gov">songbrown@oshpd.ca.gov</a></td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties hereto have executed or have caused their duly authorized officers to execute this Agreement as of 06/30/2018.

OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT

Grantee:

Signature: __________________________  Signature: __________________________

Name: ______________________________  Name: ______________________________

Title: ______________________________  Title: ______________________________

Date: ______________________________  Date: ______________________________
Attachment P: Sample THC Existing PCR Slots Grant Provisions

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 01/01/2019 ("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 2018 Song-Brown Primary Care 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:
   2. “Application” means the grant application/proposal submitted by Grantee.
   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 «Grant_Agreement_Number» awarded to Grantee.
   6. “Grantee” means the fiscally responsible entity in charge of administering the Grant Funds and includes the Program identified on the Grant Application.
   7. “Grant Funds” means the money provided by 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.

B. Term of the Agreement: This Agreement shall take effect on 01/01/2019 and shall terminate on 12/31/2019.
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:


2. Under the direction of the Program Director, use Grant Funds to provide primary care training for first year residents.

D. **Invoicing**:

1. An initial payment of 70 percent will be made upon execution of the Agreement. OSHPD will withhold 30 percent of the full Grant Award pending satisfactory completion by the Grantee of all the terms and conditions required by the Agreement.

2. Withheld funds will be disbursed upon the satisfactory completion of all terms and conditions and proof of allowable expenses. Additional information may be requested by OSHPD during the term of this Grant Agreement.

3. If all grant funds have not been expended upon submission and approval of the final certification payment, OSHPD will request the remittance of all unexpended funds. If OSHPD determines that improper payments have been made to Grantee, OSHPD will request disgorgement of all disallowed costs. Grantee may dispute disallowed costs in accordance with Section J, Paragraph 12. Grantee will submit a check or warrant for the amount due within 60 days of the Grantee’s receipt of OSHPD’s disgorgement request or 30 days from the Grantee’s receipt of OSHPD’s last Dispute decision. If Grantee fails to remit payment, OSHPD may withhold the amount due from any future grant payments.

4. The Grantee shall submit for payment a certification form provided by OSHPD detailing allowable expenses. The certification, along with proof of program accreditation by the ACGME or AOA and allowable expenses, shall include the Grant Agreement Number and signature by the Program Director. Submit all required documents by email to:

   **Song-Brown Training Program Administrator**

   SongBrown@oshpdc.ca.gov

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Revised 4.26.19
E. **Budget Detail and Payment Provisions:**

1. **Budget Detail:**

   OSHPD shall reimburse Grantee for the expenses incurred between 01/01/2019 and 12/31/2019 in performing the Scope of Work in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Direct Cost Allowances</th>
<th>TOTAL PROGRAM ANNUAL BUDGET</th>
<th>SONG-BROWN FUNDING</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Personnel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[Full-time/Part-time] Faculty and staff</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) Operating Expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[Supplies, equipment under $500.00, postage, duplication, equipment maintenance, communication, and memberships]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(3) Major Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[Equipment over $500.00]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(4) Other Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[Travel, consultants, and stipends]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(5) Subtotal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(6) Indirect Costs (8% maximum)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(7) Total Proposed Budget</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
F. **Accounting Records and Audits**: Grantee shall comply with the following reporting requirements established by the Commission, as amended from time to time:

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

   Training institutions may elect to commingle grant funds received pursuant to the Agreement with any other income available for operation of the residency program provided that the institution maintains such written fiscal control and accounting procedures as are necessary to assure proper disbursement of, and 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 residents under the Agreement must be submitted as requested by the Commission or the OSHPD Director for purposes of program administration, evaluation, or review.

3. **Records Retention and Audit**:
   a. The training institution shall permit the OSHPD Director, or the California State Auditor, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its residency program for the purpose of audit and examination.

   b. The training institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this grant (hereinafter collectively called the “records”) to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.

   c. The training institution agrees to make available at the office of the training institution at all reasonable times during the period set forth in subparagraph (d) below any of the records for inspection, audit or reproduction by an authorized representative of the State.

   d. The training institution shall preserve and make available its records (a) for a period of three (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 California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. 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 ensure 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.

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.

17. **Use of Funds**: The funding established pursuant to this act shall be utilized to expand primary care services. These funds shall not be used to supplant existing state or local funds to provide primary care services.
J. **Project Representatives:** The project representatives during the term of this agreement are listed below. Direct all contract inquiries to:

<table>
<thead>
<tr>
<th>State Agency: Office of Statewide Health Planning and Development</th>
<th>Grantee:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section/Unit: Healthcare Workforce Development Division/Song-Brown</td>
<td>Name: Name (Main Contact):</td>
</tr>
<tr>
<td></td>
<td>Address:</td>
</tr>
<tr>
<td></td>
<td>Phone:</td>
</tr>
<tr>
<td></td>
<td>Email:</td>
</tr>
<tr>
<td>2020 West El Camino Avenue, Suite 1222 \ Sacramento, CA 95833</td>
<td>Email:</td>
</tr>
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The project representatives during the term of this Agreement will be:

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<th>Program Representative:</th>
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<td>Name: Name of Representative:</td>
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<td>Email:</td>
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</tbody>
</table>
IN WITNESS WHEREOF, the parties hereto have executed or have caused their duly authorized officers to execute this Agreement as of 01/01/2019.

OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT

Signature: ______________________________
Name: _______________________________
Title: _______________________________

GRANTEE:

Signature: ______________________________
Name: _______________________________
Title: _______________________________
Attachment Q: Sample PCR Expansion Slots Grant Provisions

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 08/30/2019 ("Effective Date") by and between the State of California, Office of Statewide Health Planning and Development (hereinafter "OSHPD") and «Contractor», «Program_Name» (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 2018 Song-Brown Primary Care 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:
   2. "Application" means the grant application/proposal submitted by Grantee.
   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.

B. Term of the Agreement: This Agreement shall take effect on 06/30/2019 and shall terminate on 06/29/2022.
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:


2. Under the direction of the Program Director, use Grant Funds to provide primary care training for resident(s) for a three (3) year cycle beginning 06/30/2019 and ending 6/29/2022. Each resident supported represents a permanent expansion of the program.

D. **Invoicing**:

1. For services satisfactorily rendered in accordance with the Scope of Work, and upon receipt and approval of the certifications as specified in subsection (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 $  

3. Certifications shall include the Agreement Number, the names of the resident(s)/student(s) trained under this Agreement, a signature by the Program Director certifying that each resident(s)/student(s) was engaged in activities authorized by this Agreement, and shall be submitted electronically for payment on a quarterly basis in arrears to:

   Song-Brown Training Program Administrator

   [Email Address]
E. **Budget Detail and Payment Provisions:**

1. **Budget Detail:**

OSHPD shall reimburse Grantee «Amount» per resident for the expenses incurred in performing the Scope of Work in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Payment Year</th>
<th>Payment Dates</th>
<th>Amount per Resident per Year for</th>
<th>Resident(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>6/30/2019 to 6/20/2020</td>
<td>$ per resident per year for</td>
<td></td>
</tr>
<tr>
<td>Year 2</td>
<td>6/30/2020 to 6/29/2021</td>
<td>$ per resident per year for</td>
<td></td>
</tr>
<tr>
<td>Year 3</td>
<td>6/30/2021 to 6/29/2022</td>
<td>$ per resident per year for</td>
<td></td>
</tr>
</tbody>
</table>

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

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

   Training institutions may elect to commingle grant funds received pursuant to the Agreement with any other income available for operation of the residency program provided that the institution maintains such written fiscal control and accounting procedures as are necessary to assure proper disbursement of, and 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 residents under the Agreement must be submitted as requested by the Commission or the OSHPD Director for purposes of program administration, evaluation, or review.

3. **Records Retention and Audit:**

   a. The training institution shall permit the OSHPD Director, or the California State Auditor, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its residency program for the purpose of audit and examination.
b. The training institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this grant (hereinafter collectively called the “records”) to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.

c. The training institution agrees to make available at the office of the training institution at all reasonable times during the period set forth in subparagraph (d) below any of the records for inspection, audit or reproduction by an authorized representative of the State.

d. The training institution shall preserve and make available its records (a) for a period of three (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.

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 California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. 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.

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.

17. **Use of Funds:** The funding established pursuant to this act shall be utilized to expand primary care services. These funds shall not be used to supplant existing state or local funds to provide primary care services.

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

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<tr>
<th>Section/Unit:</th>
<th>Name (Main Contact):</th>
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<tr>
<td>Healthcare Workforce Development Division/Song-Brown</td>
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<tbody>
<tr>
<td><a href="mailto:songbrown@oshpd.ca.gov">songbrown@oshpd.ca.gov</a></td>
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</table>
IN WITNESS WHEREOF, the parties hereto have executed or have caused their duly authorized officers to execute this Agreement as of 06/30/2018.

OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT

Grantee:

Grant Number:

Page 8 of 8

Signature: __________________________
Name: __________________________
Title: __________________________
Date: __________________________

Signature: __________________________
Name: __________________________
Title: __________________________
Date: __________________________
Attachment R: Sample New PCR Programs Grant Provisions

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 11/01/2018 ("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 2018 Song-Brown Primary Care Capitation Application.

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

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

A. Definitions:
   2. “Application” means the grant application/proposal submitted by Grantee.
   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 «Grant_Agreement_Number» awarded to Grantee.
   6. “Grantee” means the fiscally responsible entity in charge of administering the Grant Funds and includes the Program identified on the Grant Application.
   7. “Grant Funds” means the money provided by 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.

B. Term of the Agreement: This Agreement shall take effect on the Effective Date and shall terminate on 11/1/2019.

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

Revised 4.26.19
1. Under the direction of the residency Program Director, use Grant Funds to offset the costs associated with obtaining program accreditation from the Accreditation Council for Graduate Medicine Education (ACGME) or the American Osteopathic Association (AOA).

2. Comply with the Family Medicine/Internal Medicine/Obstetrics and Gynecology/Pediatric Standards adopted by the California Healthcare Workforce Policy Commission as amended from time to time.

D. Invoicing:

1. Funds will be disbursed upon the satisfactory completion of all terms and conditions and proof of program accreditation by the ACGME or AOA and allowable expenses. Additional information may be requested by OSHPD during the term of the Grant Agreement.

2. Indirect costs are not an allowable expense.

3. If all grant funds have not been expended upon completion of the Agreement term, OSHPD will request the remittance of all unexpended funds. If OSHPD determines that improper payments have been made to Grantee, OSHPD will request disgorgement of all disallowed costs. Grantee may dispute disallowed costs in accordance with Section J, Paragraph 12. Grantee will submit a check or warrant for the amount due within 60 days of the Grantee’s receipt of OSHPD’s disgorgement request or 30 days from the Grantee’s receipt of OSHPD’s last Dispute decision. If Grantee fails to remit payment, OSHPD may withhold the amount due from any future grant payments.

4. The Grantee shall submit for payment a certification form provided by OSHPD detailing allowable expenses. The certification, along with proof of program accreditation by the ACGME or AOA and allowable expenses, shall include the Grant Agreement Number and signature by the Program Director. Submit all required documents by email to:

Song-Brown Training Program Administrator
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:

<table>
<thead>
<tr>
<th>Direct Cost Allowances</th>
<th>TOTAL PROGRAM ANNUAL BUDGET</th>
<th>SONG-BROWN FUNDING</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Personnel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[Full-time/Part-time] Faculty and staff</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) Facility Expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[Licensed new construction, renovation, expansion, and/or conversion of buildings where direct patient care occurs. Also, includes building fixtures and fixed and movable equipment]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(3) Major Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[Equipment over $500.00]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(4) Consultant Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[Consultant costs associated with accreditation of a hospital or clinic based graduate medical education program]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(5) Subtotal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(6) Indirect Costs – NOT ALLOWED</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(7) Total Proposed Budget</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
F. **Accounting Records and Audits:** Grantee shall comply with the following reporting requirements established by the Commission, as amended from time to time:

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

   Training institutions may elect to commingle grant funds received pursuant to the Agreement with any other income available for operation of the residency program provided that the institution maintains such written fiscal control and accounting procedures as are necessary to assure proper disbursement of, and 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 residents under the Agreement must be submitted as requested by the Commission or the OSHPD Director for purposes of program administration, evaluation, or review.

3. **Records Retention and Audit:**

   a. The training institution shall permit the OSHPD Director, or the California State Auditor, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its residency program for the purpose of audit and examination.

   b. The training institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this grant (hereinafter collectively called the “records”) to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.

   c. The training institution agrees to make available at the office of the training institution at all reasonable times during the period set forth in subparagraph (d) below any of the records for inspection, audit or reproduction by an authorized representative of the State.

   d. The training institution shall preserve and make available its records (a) for a period of three (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 California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. 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 1886).

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.

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.

17. **Use of Funds:** The funding established pursuant to this act shall be utilized to expand primary care services. These funds shall not be used to supplant existing state or local funds to provide primary care services.
### J. Project Representatives

The project representatives during the term of this agreement are listed below. Direct all contract inquiries to:

| State Agency: Office of Statewide Health Planning and Development | Grantee Name: |
| 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: SongBrown@oshpd.ca.gov | Email: |

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

| State Agency: Office of Statewide Health Planning and Development | Training Program Name: |
| Section/Unit: Healthcare Workforce Development Division/Song-Brown | |
| Name: | Program Director Name: |
| Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833 | Address: |
| Phone: | Phone: |
| Email: SongBrown@oshpd.ca.gov | Email: |
IN WITNESS WHEREOF, the parties hereto have executed or have caused their duly authorized officers to execute this Agreement as of 11/01/2018.

OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT

Signature:
Name:
Title:

GRANTEE:

Signature:
Name:
Title: