SAMPLE
FOR DEMONSTRATION ONLY

GRANT AGREEMENT BETWEEN THE
OFFICE OF STATEWIDE HEALTH PLANNING & DEVELOPMENT
(HEALTHCARE WORKFORCE DEVELOPMENT DIVISION) AND
<Organization>

GRANT AGREEMENT NUMBER <Contract Number>

THIS GRANT AGREEMENT ("Agreement") is entered into on <Contract Start Date> by and
between the State of California, Office of Statewide Health Planning and Development
("OSHPD") and <Organization>, (the "Grantee").

WHEREAS, OSHPD is authorized by the California Health and Safety Code Section
127875 et. seq. to maintain a Health Professional Career Opportunity Program to inform and
motivate minority and disadvantaged students to pursue health professional careers and provide
support, encouragement and training to minority health professionals to practice in health
professional shortage areas of California.

WHEREAS, the Healthcare Workforce Development Division ("HWDD") supports
healthcare accessibility through the promotion of a diverse and competent workforce while
providing analysis of California's healthcare infrastructure and coordinating healthcare workforce
issues.

WHEREAS, the Health Careers Training Program ("HCTP") provides grants to introduce a
wide variety of health career options to economically disadvantaged and/or unrepresented
minorities, including grants for career fairs and direct engagement in one or more health careers
through hands-on experience in real or simulated health care settings.

WHEREAS Grantee applied to participate in the HCTP, by submitting an application in response
to the <RFA Agreement #>.

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

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

A. Definitions:
1. "Application" means the grant application/proposal submitted by Grantee.
2. "Director" means the Director of the Office of Statewide Health Planning and Development
or his designee.
3. "Grant Agreement/Grant Number" means Grant Number <contract number> awarded to
Grantee.
4. "Grantee" means the fiscally responsible entity in charge of administering the Grant Funds
and includes the Program identified on the Grant Application.
5. "Grant Funds" means the money provided by OSHPD for the Program described by
Grantee in its Application and the Scope of Work/Deliverables contained herein.
6. "Other Sources of Funds" means all cash, donations, or in-kind contributions that are
required or used to complete the Program in addition to the grant funds provided by this
Grant Agreement.
7. "Program Director" means the Director of Grantee’s training program(s) for which grant
funds are being awarded.
8. "Program" means the activity described in the Grantee’s Application and Scope of Work to
be accomplished with the Grant Funds.
9. “State” means the State of California and includes all its Departments, Agencies, Committees and Commissions.

B. Term of the Agreement:
1. This Agreement shall take effect on the <contract start date> and shall terminate on <contract end date>.
2. The Grantee will submit any requests to extend the contract period in writing to OSHPD. 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 pursuant to this Agreement after its expiration.

C. Scope of Work/Deliverables: Grantee shall perform the Scope of Work and provide the Deliverables outlined in Grantee’s Application <Document Information> incorporated by reference herein and made a part hereof and comply with the following additional conditions. In the event of a conflict between the provisions of this section and the Grantee’s Application, the provisions of this Scope of Work Section shall prevail.

1. Register and participate in the Post-Award Technical Assistance Webinar (date and time listed in the RFA Key Dates).

2. Submit a revised detailed work plan by <Work Plan Due Date>.
   a) The work plan shall include detailed program schedule(s) with date(s) and exact location(s) for all planning meetings and event(s). Grantee will also specify if any health career resource materials are needed from OSHPD and highlight a key program event that OSHPD staff should attend. OSHPD reserves the right to attend any/all planning meetings and/or events.
   b) The work plan shall be submitted in CalREACH on the template provided therein.

3. Provide a Final Report to OSHPD within forty-five (45) days after completion of the Program and no later than <Contract End Date>. The Final Report will be submitted in CalREACH in the template provided. The Final Report shall include but is not limited to the following information:
   a) Program Information, Summary and Implementation Details – data summation, program successes, challenges and lessons learned.
   b) Cultural and Linguistic Responsive Care – description of activities and impact.
   c) Marketing and Outreach – description of outreach methods and impact.
   d) Partnerships – information about partnerships formed, challenges and lessons learned.
   e) Evaluation and Data Collection – data summation on all program participants attending all events, including, race and/or ethnicity; qualitative and quantitative response/outcome summary of pre and post surveys and workshop/presentation highlights. Pre and post participant surveys must include but are not limited to, the following 5 questions:
      • On a scale of 1-5 (1 being not very confident and 5 being very confident), how confident are you in your ability to complete the application process for entry into college or a health career technical school? Mark 0 if you do not plan to attend college or a health career technical school.
      • If you were to attend college or health career technical school, would you be the first person in your immediate family to attend? Yes or No
On a scale of 1-5 (1 being not interested and 5 being very interested), how would you rate your interest in becoming a primary health care provider? If you don’t know what a primary health care provider is mark 0.

On a scale of 1-5 (1 being not very interested and 5 being very interested), how interested are you in serving in a medically underserved area? If you do not know what a medically underserved area is mark 0.

On a scale of 1-5 (1 being unaware and 5 being very aware), how aware are you of the financial aid programs available to Californians interested in primary health care careers in medically underserved areas? If you do not know what a financial aid program is mark 0.

4. Budget Accountability – Describes how contract funds have been spent and plans for program sustainability beyond HCTP Mini-Grants.

5. Program Materials and Photos – Grantee shall provide a copy of the Program Materials and photographs of events(s) including a release to use the photos.

6. Conference Call – Grantee shall register and participate in a grant completion conference call at the conclusion of the term of the Agreement on the date and time scheduled by the OSHPD Grant Representative.

7. Additional Grant Award conditions – Insert any amendments to Grantee’s Scope of Work. If no amendments state – NO ADDITIONAL CONDITIONS

   a. If HCTP receives funding from another source include funding conditions here. (e.g. Giving credit/acknowledgement to donor.)

8. The Grantee shall be responsible for all the performance of all tasks and deliverables specified in the Scope of Work, including but not limited to, locating and securing facilities and speakers for events.

9. The Grantee shall perform the tasks and activities set forth in the Scope of Work and submit the required Deliverables within the deadlines specified in this Agreement, regardless of the number of Mini-Grants awarded. Grantee shall be responsible for anticipating potential overlaps, conflicts, and scheduling issues, to adhere to the terms of this Agreement.

D. Budget Detail:

1. Budget: Grantee shall expend the Grant Funds in accordance with the Budget provided in the Grantee’s Application <Document Information>, incorporated by reference herein and made a part hereof, as amended herein. In the event of a conflict between the Budget submitted as part of Grantee’s Application and this section, the provisions of this section shall prevail. Note: Indirect expenses shall not exceed 8% of the total dollars requested. Grant funds cannot be used for any items restricted in the RFA.

   Insert amended budget – if no amendments state – NO AMENDMENTS TO GRANTEE’S BUDGET

   Compensation <lblcompensationadjusted>
   Travel <lbltraveladjusted>
   Meals <lbllmealsadjusted>
   Supplies <lblsuppliesadjusted>
2. Budget Adjustments: Grantee’s Budget shall be adjusted as follows:
   a. Budget adjustments consist of a change within the approved budget that does not
      amend the amount of the grant. Grantee may only request one (1) budget
      adjustment per program period. With the exception of the personnel services
      category, a transfer of funds up to 15% of the Agreement is permissive across each
      budget category with notification to OSHPD.
   b. Grantee will submit any requests to change the Budget in writing, with a justification
      to explain why the funds were reallocated, to OSHPD for approval. OSHPD will not
      entertain changes to the budget that add to or increase facility costs when the
      grantee’s organization owns the facility. An accounting of how the funds were
      expended will also be submitted with the Final Report.

E. Reports and Deliverables:
   1. **SUBMISSION DEADLINE** - Grantee shall submit the **Final Report and Final Payment**
      **Certification Invoice** for <RFA Agreement #>, no later than <Contract Due Date> to:
      Office of Statewide Health Planning and Development
      Healthcare Workforce Development Division
      Health Careers Training Program
      Attn: Jalaunda Munroe
      400 R Street, Suite 330
      Sacramento, CA 95811-6213

F. **Invoicing and Payment**:
   1. Grantee shall submit an invoice for the expenses incurred in accordance with the Budget
      provided in the Grantee’s Application <Document Information>, incorporated by reference
      herein and made a part hereof, as amended herein.
   2. Grant Funds shall be released to Grantee upon approval of the invoices submitted by
      Grantee. Approval of the invoices shall be based on the satisfactory performance of the
      Scope of Work and submission of reports and deliverables within the deadlines specified
      by OSHPD.
   3. An initial payment of 90% will be made upon execution of the Agreement and submission
      of the Work Plan, due by no later than <Work Plan Due Date>. OSHPD will withhold ten
      percent (10%) of the full Grant Award pending satisfactory completion by the Grantee of
      all the terms and conditions required by this Agreement.
   4. Additional information may be requested by OSHPD upon reviewing the Final Report and
      Deliverables. The final 10% will be disbursed upon the satisfactory performance of the
      Scope of Work and submission of reports and deliverables within the deadlines specified
      by OSHPD.
5. If all contract funds have not been expended upon completion of the final report, OSHPD will request the remittance of all unexpended funds.

G. Prompt Payment Clause: Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

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

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

I. Breach: OSHPD reserves the right to recover any and all amounts provided to the Grantee for Grantee’s failure to perform the Scope of Work set forth in this Agreement. OSHPD expressly reserves the right pursue all legal and equitable remedies in the event of a breach by Grantee, including the right to disqualify Grantee from future funding opportunities.

J. General Terms and Conditions/General Interagency Agreements:
   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. Cumulative Remedies: A failure to exercise or a delay in exercising, on the part of the OSHPD, any right, remedy, power or privilege hereunder shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any other rights, remedies, powers and privileges provided by law.

   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.

   The Grantee shall not be required under the provisions of this paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Grantee’s possession, is independently developed by the Grantee outside the scope of this Agreement, or is rightfully obtained from third parties.

   4. Additional Audits: Grantee agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for
possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. (Gov. Code §8546.7, Pub. Agreement Code §10115 et seq., Cal. Code Regs. tit. 2, §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. Nothing contained in this Agreement shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Grantee of their responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the act and omissions of its subcontractors and of persons either directly or indirectly employed by the Grantee. The Grantee’s obligation to pay its subcontractors is an independent obligation from the State’s obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any money to any contractor.

6. **Waiver**: The waiver by OSHPD of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other subsequent breach by OSHPD expressly reserves the right to disqualify Grantee from any future grant awards for failure to comply with the terms of this Agreement.

7. **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.

8. **Entire Agreement / Amendment**: This Agreement including Grantee’s Application constitutes the entire Agreement between the parties. 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.

9. **Assignment**: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.

10. **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 Grantee 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.

11. **Disputes**: Any dispute arising under this Agreement, shall be resolved as follows:
   a. The Grantee will discuss the problem informally with the OSHPD Program Coordinator. 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.

12. **Termination For Cause:** OSHPD may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided.

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

14. **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.

15. **Non-Discrimination Clause:** Grantee and is 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 subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and 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, Sections 7285 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.

Additionally, during the performance of this Agreement, Grantee shall not unlawfully discriminate, harass, or allow harassment against any member of the underserved population in performing the obligations under this Agreement 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.

K. **Grant Representatives:** The program representatives during the term of this agreement are listed below. Direct all inquiries to:

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IN WITNESS WHEREOF, the parties hereto have executed or have caused their duly authorized officers to execute this Agreement as of the date first written above.
OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT

Signature: ____________________________________________

Name: _<PCS Manager Name>_________________________________

Title: __<PCS Manager Title>______________________________

GRANTEE: <Organization>

Signature: ____________________________________________

Name: _________________________________

Title: _________________________________