If your program requires approval to contract from a coordinating authority, please inform the authority of the terms and conditions contained in this Grant Guide. All applicants will be required to agree to the terms and conditions prior to receiving funds. The Office of Statewide Health Planning and Development will not make changes to the terms and conditions specified in this Grant Guide.
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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 health workforce through the Healthcare Workforce Development Division (HWDD). The Song-Brown program funds institutions that train primary care health professionals to provide health care in California’s medically underserved areas. Competitive proposals will demonstrate a commitment to Song-Brown goals and demonstrated success in meeting the 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 Accreditation Council for Graduate Medical Education (ACGME), Residency Review Committee accredited, or
- Is American Osteopathic Association (AOA) Council on Postdoctoral Training accredited, and
- 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’s Fiscal Year (FY) 2017-18 budget. 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 $33,000,000 in state funding is available to support Family Medicine, Internal Medicine, Obstetrics and Gynecology (OB/GYN), and Pediatric residency programs.
- OSHPD may award full, partial, or no funding to an applicant based on the applicant’s selection criteria score and the amount of available funds. Competitive proposals will meet the Song-Brown Program evaluation criteria and demonstrate a commitment to Song-Brown goals.
3. Award Categories

a. Existing Primary Care Residency (Family Medicine, Internal Medicine, OB/GYN, and Pediatrics) Slots–Existing PCR Slots

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

b. Teaching Health Center (THC) Existing PCR Slots-THC Existing PCR Slots

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

c. PCR Slots for Existing Programs–PCR Expansion Slots

Eligible programs may receive $150,000 per first year slot, with a maximum of three slots.

d. New PCR Programs

Eligible programs may receive an $800,000 award.

Table 1: Summary of Award Categories

<table>
<thead>
<tr>
<th>Award Category</th>
<th>Award Level</th>
<th>Maximum Slots</th>
<th>Budget Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing PCR Slots</td>
<td>$125,000 per first year slot</td>
<td>Five</td>
<td>Capitation</td>
</tr>
<tr>
<td>THC Existing PCR Slots</td>
<td>$170,000 per first year slot</td>
<td>No Maximum</td>
<td>Itemized budget</td>
</tr>
<tr>
<td>PCR Expansion Slots</td>
<td>$150,000 per first year slot</td>
<td>Three</td>
<td>Capitation</td>
</tr>
<tr>
<td>New PCR Programs</td>
<td>$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 primary care residency training program (Family Medicine, Internal Medicine, Obstetrics and Gynecology, or Pediatrics), either traditional or THC, that will enroll residents by July 1, 2018?

If yes, you may apply for Existing PCR Slots funding.
2. Are you an accredited THC that will enroll residents by July 1, 2018?
   If yes, you may apply for THC Existing PCR Slots funding.

3. Have you been approved by the ACGME or AOA for a permanent increase in the number of PCR residency slots by July 1, 2018?
   If yes, you may apply for PCR Expansion Slots funding.

4. Are you a program that has received or will receive accreditation by ACGME or AOA after July 1, 2016, and have a minimum of four first-year residents?
   If yes, you may apply for New PCR Programs funding.

D. Award Category Definitions

1. Existing PCR Slots
   A program accredited by the ACGME or AOA that will enroll at least one class by July 1, 2016.

2. THC Existing PCR Slots
   A teaching health center is a community based ambulatory patient care center, operating 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).

3. PCR Expansion Slots
   A permanent increase in the number of ACGME or AOA approved primary care residency slots for an existing primary care program as evidenced by a letter from the appropriate accrediting body.

4. New PCR Programs
   A primary care residency program that will receive accreditation by the ACGME or AOA after July 1, 2016.

E. Initiating an Application

To apply, you must comply with the instructions contained in Section R. CalREACH Technical Guide of this Grant Guide. It is the applicant’s responsibility to provide all necessary information for OSHPD to evaluate the application and verify information contained in the application.

You must register and submit all applications through the web-based application Responsive Electronic Application for California’s Healthcare (CalREACH), at https://calreach.oshpd.ca.gov.

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Applicant organizations and designees must register as a new user or enter an existing username and password to access the application materials. Section R. CalREACH Technical Guide contains information regarding CalREACH, including how to register, and how to complete and submit your application.

F. Submitting Multiple Grant Requests

An organization will submit one application even if seeking funding for multiple award categories. For example, an established THC may request THC Existing PCR Slots, Existing PCR Slots, AND PCR Expansion Slots funding (if applicable) within the same application.

G. Budget Restrictions

Applicants will use the Required Attachment Form to submit a proposed budget for:

- THC Existing PCR Slots funding
- New PCR Programs funding

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

Applicants seeking Existing PCR Slots and PCR Expansion Slots funding do not submit a proposed budget, as OSHPD will pay Grantees on a capitated rate per student. The funding established pursuant to this act shall be used to expand primary care services. These funds shall not be used to supplant existing state or local funds.

H. Evaluation and Scoring Procedures

1. Evaluation and Scoring

Song-Brown will calculate the quantitative scores for the Existing PCR Slots, THC Existing PCR Slots, and PCR Expansion Slots applications. Programs that have no graduate or under-represented minority data will receive the average score of the programs reporting data.

Song-Brown subject matter experts (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 primary care residency physicians, family nurse practitioners/physician assistants, registered nurses, as well as Commission members, consumer advocates, practice site representatives, and those 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 is for Existing PCR Slots, THC Existing PCR Slots, and PCR Expansion Slots. Attachment B is for 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. Staff will advise the Commission on application revisions. 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.

b. **Presentations**
   After reviewing and scoring applications, Song-Brown staff will identify a select number of programs to present to the Commission at its **November 29 and 30, 2017** meeting. The Program Director, or other authorized representative, will provide a summary, including key highlights of the program and an overview of any successfully demonstrated strategies. The presentations serve to capture and share information and best practices across programs. Your presentation, or lack thereof, will not influence your final score.

   Song-Brown strongly encourages all applicants to attend the Commission meeting. Though attendance is voluntary, it provides a valuable opportunity for the Commission to ask clarifying questions about the application. In addition, the Commission meetings allow programs to learn from presenters. The meeting also provides an opportunity for programs to address the Commission, if desired.

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

J. **Grant Agreement Deliverables**
   All grantees will be required to 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 are available.

K. **Additional Terms and Conditions**
   1. By submitting an application, you and your organization agree to the grant terms and conditions specified in this Grant Guide.
   2. If your program requires approval to contract from a coordinating authority, please inform the authority of the terms and conditions contained in this Grant Guide. All applicants will be required to agree to the terms and conditions prior to receiving funds. OSHPD will not make changes to the terms and conditions specified in this Grant Guide.
   3. The funding established pursuant to this act shall be used to expand primary care services. These funds shall not be used to supplant existing state or local funds.
4. Grant agreements must be signed and submitted by the due date provided by staff. Failure to sign and return the grant by the due date may result in loss of award.
5. OSHPD will consider any edits to the grant agreement as a counter-proposal and will not accept them.
6. When the grantee is a county, city, school district, or other local public body, a copy of the resolution, order, motion, ordinance, or other similar document shall accompany the signed grant from the local governing body authorizing execution of the agreement.
7. The grantee will submit their Final Report as specified and adhere to the deadlines as specified in this Grant Guide. It is the sole responsibility of the grantee to adhere to the terms of the grant.
8. If, upon reviewing the Final Report, OSHPD finds that not all requirements have been met and/or funds have not been expended, OSHPD will request the remittance of those funds from the grantee.
9. All grant deliverables, including reports and supporting documentation, shall become subject to the Public Records Act.
10. The grantee shall submit in writing any requests to change or extend the grant or to change the budget at least 45 days before the grant end date.

L. Post Award and Payment Provisions

1. Payment Provisions for Existing PCR Slots and PCR Expansion Slots Funding
   • OSHPD makes payments upon receipt of a quarterly certification from the program documenting the program has met the intent of the grant.
   • OSHPD will withhold the final quarterly payment pending satisfactory completion of all the terms and conditions required by the grant, including OSHPD approval and acceptance of the Grantee’s Final Report.
   • OSHPD does not allow indirect costs on capitation grants.

2. Payment Provisions for THC Existing PCR Slots Funding
   • Grantees will receive 70 percent of the award upon execution of the agreement. Pending satisfactory completion of all the terms and conditions required by the grant, including OSHPD approval and acceptance of the Grantee’s Final Report, OSHPD will pay the balance due.
   • OSHPD will reimburse for indirect costs that are not in excess of eight percent of the total dollars awarded. Applicants may choose not to include indirect costs in their application.

3. Payment Provisions for New PCR Programs Funding
   • Grantees will enter into one-year grant agreements.
   • Grantees will not receive indirect costs to administer the grant.
   • New PCR Programs must become accredited within the grant term and submit proof of expenditures to receive payment.
   • The Grantee will submit a Final Report by the end of the grant term.
M. Grant Questions and Answers

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

N. Technical Assistance Webinar

OSHPD will conduct a webinar on August 14, 2017 at 2:30 PM PDT. For information about the webinar, see https://www.oshpd.ca.gov/HWDD/Song-Brown-Program.html. The webinar will provide a Grant Guide overview, including the grant’s main objectives, what an application should contain, and a brief demonstration of CalREACH to assist you in completing and submitting an application. Please refer to this Grant Guide, specifically Section R. CalREACH Technical Guide, to assist you before attending the webinar.

OSHPD will record the webinar and will post the recording after the webinar at https://www.oshpd.ca.gov/HWDD/Song-Brown-Program.html
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>Technical Assistance Webinar</td>
<td>August 14, 2017 at 2:30 PM PDT</td>
</tr>
<tr>
<td>Application open in the CalREACH system</td>
<td>August 15, 2017 at 3:00 PM PDT</td>
</tr>
<tr>
<td>Application submission deadline</td>
<td>September 15, 2017 at 3:00 PM PDT</td>
</tr>
<tr>
<td>Review of applications</td>
<td>September 16, 2017 through October 31, 2017</td>
</tr>
<tr>
<td>Applicants notified about preliminary scores and possible invitation to</td>
<td>TBD</td>
</tr>
<tr>
<td>present at Commission Meeting</td>
<td></td>
</tr>
<tr>
<td>Commission Meeting / Presentations / Awards</td>
<td>November 29-30, 2017</td>
</tr>
<tr>
<td>Send notice to awardees</td>
<td>December 15, 2017</td>
</tr>
</tbody>
</table>

Grant terms:
- New PCR Programs and THC Existing PCR Slots: January 1, 2018—February 15, 2019
- Existing PCR Slots and PCR Expansion Slots: June 30, 2018—August 15, 2021

P. Selection Criteria

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

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

Q. CalREACH 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 PCR Slots, THC Existing PCR Slots, and PCR Expansion Slots:**

1. Application  
2. Statutory Criteria  
3. Attachments  
4. Assurances

For **New PCR Programs:**

1. Application  
2. Statutory Criteria  
3. For New Programs Only  
4. Attachments  
5. Assurances

**R. CalREACH Technical Guide**

1. **Accessing the Application System**  
OSHPD uses a web-based application system, CalREACH, to allow programs to submit applications in response to this grant opportunity. The information contained in this Grant Guide contains all the basic technical information needed to complete an application in the system.

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

2. **Registration and Login**  
All applicant organizations and their designees must register in CalREACH. To register for the first time, click the NEW USER link on the “Login Page” and follow the instructions. **You must wait for approval by Song-Brown staff before being able to proceed with the application.** When approved, you will receive a confirmation email that will allow you to log in using your username and password. You then will be directed to the “WELCOME PAGE”. From the “WELCOME PAGE”, you can View Available Opportunities, Open My Inbox, or Open My Tasks.

   Click on **VIEW OPPORTUNITIES**, locate the **Song-Brown Family Medicine/PCR Capitation 2017 grant**, click the **APPLY NOW** button.

3. **CalREACH How To**

**Determining Space Availability**  
Some forms in the application have character limitations (e.g., 3000 characters for text boxes). The bottom of the text box clearly notes the character limit. Please limit your response when completing these forms.
Copying-and-Pasting into CalREACH
Be cautious while using the copy-and-paste function of most word processing programs to transfer text into text boxes within CalREACH. CalREACH will not recognize certain formatting, including tables, graphs, bullets, and certain tabs. Copied text may appear correct on the screen but still cause an error when trying to print the page. Copying and pasting text into any standard “notepad” (or equivalent) program first will show comparable formatting to the text boxes in CalREACH.

Saving Application Forms in CalREACH
Before clicking to the next form or exiting the system, click the SAVE button or you will lose your work. Saving a form or an application is NOT submitting an application. To submit your application, please see the “Submitting an Application” section below.

Accessing a Saved Application
If you stop before completing the application, you may continue where you left off by logging into the system with your username and password, clicking the OPEN MY TASKS button from the “Welcome” page and selecting the application you would like to access by clicking on the application name.

Adding Individual Logins to Others in your Organization
The Primary External Program Director has administrative rights to create logins for other individuals for whom access to your application(s) will be allowed. To do so, click the MY ORGANIZATION’S link located in the brown bar at the top of the “Welcome” page. Click the ORGANIZATION MEMBERS link, and then select the ADD MEMBER link. On the next screen, you can add an individual by clicking the NEW MEMBER button and enter all the required information. Be careful to enter “date active” consistent with your requirements and there will only be one “Role” option to select in the related drop down menu.

Providing Access to the Application to Others
The Primary External Program Director has administrative rights to add or remove other users to/from applications. Only users assigned to an organization can be added to a document.

Any External Program Director added to the application will also be automatically added to all corresponding related documents when each is created. New users to CalREACH will not be automatically added to existing applications. However, any user may be manually added to the application throughout the entire application completion process. To add users to an application, click on the application of choice in the MY TASKS section on the “Main Menu” page. Click on the VIEW MANAGEMENT TOOLS button under “Access Management Tools”, and choose the ADD/EDIT PEOPLE link. Type in the name of the individual in the search criteria box and click the SEARCH button. From the search results, select the individual’s name, set the security role, and fill-in the date you would like this individual to begin having access to the application. Click SAVE.

Printing an Application
At any time, you may print a copy of your application. From your Song-Brown application menu page, click the VIEW MANAGEMENT TOOLS button, and then click the CREATE FULL PRINT VERSION link.
Deleting an Application
To delete an application that was started, click the MY HOME link in the blue bar at the top of the page. Click the OPEN MY TASKS button. Click on the application name, click the VIEW STATUS OPTIONS button and click the APPLY STATUS button underneath APPLICATION CANCELLED. It will no longer appear in My Tasks.

Submitting an Application
A saved application is NOT a submitted application. The application is considered submitted when the application status is changed to SUBMITTED in CalREACH. This is done on the main screen under CHANGE THE STATUS on the Song-Brown Menu page by clicking the VIEW STATUS OPTIONS button. On the Status Options page, see APPLICATION SUBMITTED and click the APPLY STATUS button located underneath.

Please note:

1. By submitting the application, you/your organization agree to the grant Terms and Conditions.
2. Late or incomplete applications will not be considered. For more detailed information, refer to the “Key Dates” section in this Grant Guide.
3. Once you click the submit button, you cannot go back to revise the application.
4. Applications will not submit if there are any errors found in the system, including missing information such as required attachments, contact information, etc. A red hand icon next to the FORM link denotes an error. Go to that page and make changes to clear the error. You may also check page errors by clicking on the GLOBAL ERRORS button.
5. CalREACH will email a confirmation of receipt to the designated Program Director.
6. A completed application contains all completed FORMS including the accreditation letters uploaded into the REQUIRED ATTACHMENTS Form.

4. Application Format and Content
Once you have agreed to apply for Song-Brown funding in CalREACH, you will have the ability to View, Edit, and Complete forms on the PCR Capitation Program Menu page. Clicking on the VIEW FORMS button will allow you to access the forms of the electronic application.

NOTE: The system will time-out after two hours from the start of the application. To prevent the system from timing-out, save your work, logout, and log back in.

IMPORTANT: To access a saved application, see Section Q. CalREACH How To of this Grant Guide.
There are 12 forms required for your application.

1. Before you Begin
2. Funds Requested
3. Program Information
4. Contractor Information
5. Executive Summary
6. Statistics
7. Graduates Information
8. Program Strategies (completed by New Programs applicants only)
9. Underrepresented Minorities
10. Training Sites
11. Required Attachments
12. Program Director Assurances

Each CalREACH form contains instructions at the top of the page and notes character limits. Enter the appropriate information into each form. To save your work, click the SAVE button in the upper right hand corner regularly as well as anytime you leave a form or the CalREACH system.

Form 1: Before You Begin

Read the form in its entirety.

Eligibility
If you meet the stated eligibility requirements, check the box that states “I meet one of these eligibility requirements above.”

Available Funding
There are four funding opportunities. For each funding opportunity for which you are eligible and interested in applying, check the box that states, “I meet the eligibility requirements and am applying to this program.”

1. At the end of this list, check the box that states, “I have read and understand the information above.”
2. Click SAVE.
3. Click the link to the Funds Requested form.

Form 2: Funds Requested

Check and fill in the appropriate fields for the program(s) for which you are applying.

Provide residency program expenditures for academic year 2016/17.

- Faculty Costs
- Residency Stipends
- Family Practice Center Costs
- Other Costs

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When finished, click SAVE. The form will then show the total funds entered.

**Form 3: Program Information**

**Practice Specialty**
Select from the following practice specialties:

- Internal Medicine Residency Program
- Obstetrics and Gynecology (OB/GYN) Residency Program
- Pediatric Residency Program
- Family Medicine Residency Program

**Program Director**
Provide the name of the physician designated with authority and accountability for the operation of the residency program. The program director is required to certify all expenditures related to the contract, sign all certifications, and submit all required reports.

Note: Notify Song-Brown at songbrown@oshpd.ca.gov as soon as possible of any program director changes during the application period.

**Program Director Degree**
Select the program director's degree from the dropdown list.

**Program Director Email and Phone**
Provide contact information as it should appear in the grant.

**Title of Training Program**
Select your training program from the dropdown list. If the training program is in the dropdown list, the address will populate once “saved”. If the training program is not in the dropdown list, fill in the Title of Training Program text box, and complete address information and county. A complete address includes: street address, city, state, and zip code. Do not use a P.O. Box address.

**Form 4: Contractor Information**

**Name of Contract Organization**
The Contract Organization is the institution that will be legally and financially responsible and accountable for all state funds awarded based on this application. OSHPD enters into the grant agreement with this organization.

**IMPORTANT**: Provide the Contract Organization name exactly as it should appear in the grant.

**Contracts Officer and Title**
Provide the name of the current post award Contracts Officer and their contact information as it should appear in the grant, including their title.
Mailing Address
Provide the address where the grant agreement should be mailed and the county. A complete address includes: street address, city, state, and zip code. Do not use a P.O. Box address.

Note: Notify OSHPD in writing, as soon as possible, of any changes in the Contract Organization or Contracts Officer during the application period (from application submission through award end term date).

Telephone Number and E-mail address
Provide a telephone number and email address for the Contracts Officer.

Federal Tax ID Number
Provide the 9-digit Federal Tax ID number for your organization.

Form 5: Executive Summary
Provide a summary of your program in the first text box in no more than 3000 characters.

Provide a description of primary care career pathways and/or pipeline activities your students participate in, including outreach efforts, curriculum, teaching modalities, successes and challenges, best practices, and any relevant outcomes related to your pipeline program in no more than 3000 characters.

Existing PCR Slots, Existing THC PCR Slots, and PCR Expansion Slots programs provide answers to the following three questions, each in no more than 3000 characters:

1. Describe the primary care pathways and/or pipeline in which your residents participate.
2. What components of the training program are designed for medically underserved multicultural communities, lower socioeconomic neighborhoods, or rural communities?
3. What challenges have you faced in meeting Song-Brown goals? Have you implemented any successful strategies? If so, do you believe any of these have been best practices? Describe the outcomes.

Form 6: Statistics

Academic Year
1. Provide the total number of first year positions available for the academic years indicated in the table.
2. Provide the total number of first year positions filled for the academic years indicated in the table.
3. Provide the total number of R1-R3 (R1-R4 for OB/GYN and Med-Peds) residents trained for the academic years indicated in the table.
4. Provide the total number of male residents trained during the academic years indicated in the table.
5. Provide the total number of female residents trained during the academic years indicated in the table.
6. Provide the total number of transgender residents trained during the academic years indicated in the table.
Note: For Song-Brown purposes, an academic year is from July 1, 2017 through June 30, 2018.

Current Residents/Students
1. Provide the total number of current male residents/students.
2. Provide the total number of current female residents/student.
3. Provide the total number of current transgender residents/students.

Specify whether your non-first year residents spend at least an average of eight hours per week at a primary care continuity clinic.

Form 7: Graduates Information

IMPORTANT: You will be filling out one page for EACH of your graduates. The total number of graduates must match the total number of graduates input into the Underrepresented Minorities page.

- If you are a new program and have no graduates to report for the period requested, check the box for “This is a new program with no graduates to report.” Click SAVE and proceed to the next page of the application.
- It is the responsibility of the applicant to provide current practice site data. If you have chosen to copy data forward from a previous year, you are certifying that you have verified the data is current.
- Providing data other than the current practice site may affect your scores.
- Do not provide home addresses of graduates.
- If you are a returning applicant using data from a previous year’s application, you will need to delete the graduate data for the years we are no longer requesting. List graduates in alphabetical order by graduating class.
- Provide complete graduate data for five years post-residency: 2011/12 through 2015/16.

New Programs

Graduate Practice Site

1. If you have graduates to report, follow the steps below to enter your graduate information.
2. Select the Grad Year from the dropdown menu. Provide graduates for all of the years identified in the Grad Year dropdown list
3. Provide the graduate’s first name and last name.
4. Provide the National Provider Identifier (NPI) number for each graduate in the text box. State unknown if the NPI number is unknown.
5. Check the boxes if a graduate is an OSHPD’s Health Professions and Education Foundation (HPEF) Scholar and/or National Health Service Corps (NHSC) Scholarship Recipient.
6. Using the dropdown list, select the Graduate Practice Specialty.
7. Indicate whether graduates are currently in or have completed a subspecialty fellowship, with the exception of Geriatrics, Palliative Care, General Internal Medicine, and Adolescent Medicine.
8. Click SAVE. Additional questions will now appear on the screen.
a. For a graduate that is both practicing in California AND you know the name of the practice site at which the graduate is working, click on the ADD/EDIT ADDRESS in Option 1. Enter some or all of the name of the graduate’s practice site and click on the SEARCH button. A list of possible sites will appear if the graduate’s site is in the CalREACH database.

If you get a “Page Error(s)” message, this means that the graduate’s practice site is NOT in the CalREACH database and you will need to enter this information. To do so, click the BACK link in the top left side of the page, enter the name of the practice site name under Option 3, and click SAVE. Then click the ADD/EDIT ADDRESS in Option 3 and enter the address for this practice site and click SAVE. If you get a “Page Error(s)” message, click the Back button and look to see if the address you entered shows up in the appropriate field under Option #3. If it does appear, click SAVE. This should clear up the error message. If it does not, contact the program administrator listed in Section R of this guide.

b. If you know the graduate is located in California BUT DO NOT KNOW their current practice site, click on the ADD/EDIT ADDRESS in Option #1 and click SAVE.

c. For a graduate not practicing in California, click the “Unknown” button under Option 2—even if you know the graduate’s out-of-state practice location—and click SAVE.

d. For a graduate working in private practice, enter the first and last name and Practice Title of the private practitioner for which the graduate is working and click SAVE. Click ADD/EDIT ADDRESS in Option 4.

1. For Options 1, 3, and 4, indicate whether the graduate is practicing greater than 50 percent of their time in ambulatory primary care at this site by selecting yes or no.
2. Click SAVE.
3. Repeat the above steps until you have finished entering all graduates for 2011/12 through 2015/16.

To delete a graduate:

1. Select the graduate from the dropdown menu on the upper-right side of the page.
2. Click the GO button. This will open that particular graduate’s page.
3. Click the DELETE button at the top of the screen.
4. A warning message will pop up to confirm that you wish to delete this page. Click OK to confirm.
5. The graduate is now deleted. Do not click SAVE at this point. From here, click ADD to continue entering graduates or proceed to another part of your application.

Form 8: Program Strategies – Applicable to New PCR Programs only

IMPORTANT: Only New PCR Programs are required to complete this form.

Counseling and Placement
Describe the counseling and placement program you use to encourage graduates to practice in areas of unmet need. Limit your response to 3,000 characters.
Cultural Competency
Describe how your program incorporates cultural competency and responsive care training into the programs curriculum and how it furthers Song-Brown efforts of increasing the racial and ethnic diversity of California’s healthcare workforce. Limit your response to 3,000 characters.

Recruitment
Explain the program strategies developed to identify, recruit, and admit trainees who possess characteristics that would suggest a predisposition to practice in areas of unmet priority need and express commitment to serve in those areas. Limit your response to 3,000 characters.

Mentoring
Explain how your program encourages residents to help recruit and mentor underrepresented minorities and/or underrepresented groups. Limit your response to 3,000 characters.

Form 9: Underrepresented Minorities

Graduates
Choose whether your program is a new or existing program. Applicants applying for Existing PCR, THC, and Expansion PCR funding must provide current resident and graduate numbers for years indicated.

List the racial/ethnic background of graduates for the academic years indicated.

NOTE: The total number of graduates must match the total number of graduates input into the Graduates Information page.

Current Students/Residents
All applicants must list the racial/ethnic background of current residents of your program for the year beginning July 1, 2017.

Form 10: Training Sites

Training Sites: Follow the steps below to enter all of your training sites. List all training sites alphabetically and only if used within the last academic year.

1. Before entering any data in the fields in this form, click SAVE.
2. In Section 1, click ADD/EDIT ADDRESS.
3. Enter the training site name in the text box and click SEARCH.
4. Select the correct address in the search results and click INSERT ADDRESS immediately following the address choices. If the site is not listed in Option 1, answer the question, “Is the training site a private practitioner’s office?” An additional section will appear (either Option 2 or Option 3) based on how you answer the above question.
   • If you selected no, go to Option 2. Enter the practice site name. Click SAVE. Use the ADD/EDIT ADDRESS feature to input the street address, city, state, and zip code. You must provide or verify the county.
• If you selected **yes**, go to **Option 3**. Enter the private practitioner’s first and last name, and title. Click **SAVE**. Then, use the **ADD/EDIT ADDRESS** feature to add the street address, city, state, and zip code. You must provide or verify the county.

5. For each training site entered, identify if the site is a principal, secondary or continuity training site. For each training site entered as a continuity clinic, identify the percent for each payer type at this site.

6. Click **SAVE**.

7. If you are done, **DO NOT** click **SAVE** again or it will add another page; just proceed to the next section of your application. To continue adding training sites, click **ADD**, then repeat the above steps until you have finished entering all training sites.

**Form 11: Required Attachments**

- Provide copies of the most recent approval letter from the appropriate accrediting/approval bodies, including the ACGME or AOA. Also, include your most recent report of findings and any correspondence related to citations.
- **IMPORTANT**: You must include any written responses to the accrediting bodies regarding concerns or citations.
- For **Existing PCR, THC Existing PCR, and PCR Expansion funding**, provide copies of the most recent approval letter from the appropriate accrediting/approval bodies approving an expansion in the number of primary care residency slots.
- For **New PCR Programs** and **THC Existing PCR funding**, attach a proposed budget using the downloadable form provided on the Required Attachments page.

**Form 12: Program Director Assurances**

You must agree to **both statements** before moving the page to Application Submission.

When finished, click **SAVE**.

**Submitting an Application**

A saved application is **NOT** a submitted application. The application is considered submitted when the application status is changed to **SUBMITTED** in CalREACH. This is done on the **main screen** under **CHANGE THE STATUS** on the main Song-Brown Menu. Click on the **VIEW STATUS OPTIONS** button. On the **Status Options** page, see **APPLICATION SUBMITTED** and click the **APPLY STATUS** button.
S. Department Contact

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

Thank you!

We want to thank you for your interest in applying for the Song-Brown program and for your continued efforts in supporting those who are educating residents for practice in underserved areas.
### Attachment A: Evaluation Criteria for Existing PCR Slots, THC Existing PCR Slots, and PCR Expansion Slots

<table>
<thead>
<tr>
<th>Section I</th>
<th>Statutory Criteria</th>
<th>Total Points Available</th>
<th>Forms</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Percent and number of clinical training sites in medically underserved areas.</td>
<td>20</td>
<td>Training Sites</td>
</tr>
<tr>
<td>2</td>
<td>Percent and number of underrepresented minority graduates and/or economically disadvantaged graduates.</td>
<td>20</td>
<td>Under-represented Minorities</td>
</tr>
<tr>
<td>3</td>
<td>Percent and number of graduates in medically underserved areas.</td>
<td>20</td>
<td>Graduates</td>
</tr>
<tr>
<td></td>
<td><strong>Total points possible for Section I</strong></td>
<td><strong>60</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section II</th>
<th>Other Considerations</th>
<th>Total Points Available</th>
<th>Forms</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</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>
<td>Statistics</td>
</tr>
<tr>
<td>2</td>
<td>Percent and number of graduates in primary care ambulatory settings five years’ post residency.</td>
<td>15</td>
<td>Graduates</td>
</tr>
<tr>
<td>3</td>
<td>Percent and number of underrepresented minority students and/or economically disadvantaged students.</td>
<td>10</td>
<td>Under-represented Minorities</td>
</tr>
<tr>
<td>4</td>
<td>Describe the training sites payer mix. (Up to 3 continuity clinics) 0 points–combination of Medi-Cal, Indigent, Medi-Cal/ Medicare, Uninsured, and Other Payers 0-49% 10 points–combination of Medi-Cal, Indigent, Medi-Cal/ Medicare, Uninsured, and Other Payers 50-74% 20 points–combination of Medi-Cal, Indigent, Medi-Cal/ Medicare, Uninsured, and Other Payers 75-100%</td>
<td>20</td>
<td>Training Sites</td>
</tr>
<tr>
<td></td>
<td><strong>Total points possible for Section II</strong></td>
<td><strong>55</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total points possible for Section I and II</strong></td>
<td><strong>115</strong></td>
<td></td>
</tr>
</tbody>
</table>

Revised 8.14.17
### Attachment B: Evaluation Criteria for New PCR Programs

<table>
<thead>
<tr>
<th>Section</th>
<th>Statutory Criteria</th>
<th>Total Points Available</th>
<th>Forms</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Percent and number of clinical training sites in medically underserved areas.</td>
<td>20</td>
<td>Training Sites</td>
</tr>
<tr>
<td>2</td>
<td>Percent and number of underrepresented minority graduates and/or economically disadvantaged graduates</td>
<td>20</td>
<td>Under-represented Minorities</td>
</tr>
<tr>
<td>3</td>
<td>Percent and number of graduates in medically underserved areas.</td>
<td>20</td>
<td>Graduates</td>
</tr>
</tbody>
</table>

**Total points possible for Section I**

60

<table>
<thead>
<tr>
<th>Section</th>
<th>Other Considerations</th>
<th>Total Points Available</th>
<th>Forms</th>
</tr>
</thead>
<tbody>
<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>
<td>Program Strategies</td>
</tr>
</tbody>
</table>

0 points - the program's proposed curriculum does not specifically address underserved communities
4 points - the program's proposed curriculum specifically addresses underserved communities
1 additional point for each example of a continuity clinic or required rotation in an underserved area in each year of the program. Maximum of 4 points allowed.

| 2       | Describe the program’s approach and associated activities used to encourage residents to practice in areas of unmet need. | 5                     | Program Strategies     |

0 points - no mention
2 points – program provided a well-defined description of a proposed structured counseling program
1 point for each example cited up to 3 points

| 3       | 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. | 5                     | Program Strategies     |

0 points – no mention
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
1 point for each example cited up to 3 points maximum

Revised 8.14.17
## Section II

### Other Considerations

<table>
<thead>
<tr>
<th>Section</th>
<th>Other Considerations</th>
<th>Total Points Available</th>
<th>Forms</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>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.</td>
<td>10</td>
<td>Program Strategies</td>
</tr>
<tr>
<td></td>
<td>0 points - no mention</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 points - program shows interest in recruiting residents speaking a second language</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 points - program shows interest in recruiting students coming from an underserved community</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>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).</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1-2 points - program has a well-defined description of how they will engage clinics that contain student rotations in underserved areas and/or underserved populations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1-2 points - program has a well-defined description of they will participate in pipeline program with underserved school and engage residents in that process.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>How will your program encourage residents to help recruit and mentor underrepresented minorities and/or underrepresented groups?</td>
<td>6</td>
<td>Program Strategies</td>
</tr>
<tr>
<td></td>
<td>0 points - no mention</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1-2 points - pipeline/recruitment program in development</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1-2 points - rotation will be based in junior high/high school focused around health education and/or career fair</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1-2 points - program proposes to require that residents regularly participate in mentoring activities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Has the residency program provided adequate information as to the sustainability of the new residency program?</td>
<td>5</td>
<td>Program Strategies</td>
</tr>
<tr>
<td></td>
<td>0 points – no mention</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 point – description or letter of support</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 points – both a description and a letter of support</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3 points – well developed plan of ongoing established program and letters of support</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section II</td>
<td>Other Considerations</td>
<td>Total Points Available</td>
<td>Forms</td>
</tr>
<tr>
<td>-----------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>7</td>
<td>Describe what educational modalities you will integrate into the learning delivery model.</td>
<td>3</td>
<td>Residency Training</td>
</tr>
<tr>
<td></td>
<td>0 points – no mention</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 point – per example cited</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3 points – three or more examples cited</td>
<td></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>
<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>
<td>Residency Training</td>
</tr>
<tr>
<td></td>
<td>0 points – no mention</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 point – per example cited of proposed activities to increase primary care career pathways/pipelines</td>
<td></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>
<td>Residency Training</td>
</tr>
<tr>
<td></td>
<td>0 points - no mention of either team training or PCMH</td>
<td></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>
<td></td>
</tr>
<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>
<td></td>
</tr>
<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>
<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>
<td>Residency Training</td>
</tr>
<tr>
<td></td>
<td>0 points - No</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3 points – Yes</td>
<td></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>
<td>Residency Training</td>
</tr>
<tr>
<td></td>
<td>0 points – no mention</td>
<td></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>
<td></td>
</tr>
<tr>
<td>Section II</td>
<td>Other Considerations</td>
<td>Total Points Available</td>
<td>Forms</td>
</tr>
<tr>
<td>------------</td>
<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>
<td>Residency Training</td>
</tr>
<tr>
<td></td>
<td>0 points – no mention</td>
<td></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>
<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>
<td>Faculty Qualifications</td>
</tr>
<tr>
<td></td>
<td>0 points - no mention</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 point for each example per unique faculty member up to 3 points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total points possible for Section II</td>
<td>63</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total points possible for Sections I and II</td>
<td>123</td>
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</tr>
</tbody>
</table>
Attachment C: California Healthcare Workforce Policy Commission Authorizing Statute—Health and Safety Code, Section 128200-128241

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

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

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

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

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

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

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

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

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

§128210. There is hereby created a state medical contract program with accredited medical schools, teaching health centers, programs that train primary care physician’s assistants, programs that train primary care nurse practitioners, programs that train registered nurses, hospitals, and other health care delivery systems to increase the number of students and residents receiving quality education and training in the primary care specialties of family medicine, internal medicine, obstetrics and gynecology, and pediatrics, or in nursing and to maximize the delivery of primary care and family physician services to specific areas of California where there is a recognized unmet priority need for those services.
§128215. There is hereby created a California Healthcare Workforce Policy Commission. The commission shall be composed of 15 members who shall serve at the pleasure of their appointing authorities:

(a) Nine members appointed by the Governor, as follows:
   (1) One representative of the University of California medical schools, from a nominee or nominees submitted by the University of California.
   (2) One representative of the private medical or osteopathic schools accredited in California from individuals nominated by each of these schools.
   (3) One representative of practicing family medicine physicians.
   (4) One representative who is a practicing osteopathic physician or surgeon and who is board certified in either general or family medicine.
   (5) One representative of undergraduate medical students in a family medicine program or residence in family medicine training.
   (6) One representative of trainees in a primary care physician's assistant program or a practicing physician's assistant.
   (7) One representative of trainees in a primary care nurse practitioners program or a practicing nurse practitioner.
   (8) One representative of the Office of Statewide Health Planning and Development, from nominees submitted by the office director.
   (9) One representative of practicing registered nurses.
   (b) Two consumer representatives of the public who are not elected or appointed public officials, one appointed by the Speaker of the Assembly and one appointed by the Chairperson of the Senate Committee on Rules.
   (c) Two representatives of practicing registered nurses, one appointed by the Speaker of the Assembly and one appointed by the Chairperson of the Senate Committee on Rules.
   (d) Two representatives of students in a registered nurse training program, one appointed by the Speaker of the Assembly and one appointed by the Chairperson of the Senate Committee on Rules.
   (e) The Deputy Director of the Healthcare Workforce Development Division in the Office of Statewide Health Planning and Development, or the deputy director's designee, shall serve as executive secretary for the commission.

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

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

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

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

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

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

The commission may request the Office of Statewide Health Planning and Development to make advance allocations for program development costs from amounts appropriated for the purposes of this article and Article 2 (commencing with Section 128250).

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

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

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

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

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

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

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

1. That the grant will be used to support new primary care physician slots.
2. That priority in filling the position shall be given to physicians who have graduated from a California-based medical school.
3. That the new primary care physician residency positions have been, or will be, approved by the Accreditation Council for Graduate Medical Education prior to the first distribution of grant funds.

(b) The director shall do both of the following:
1. Determine whether the residency programs recommended by the commission meet the standards established by this section.
2. Select and contract on behalf of the state with accredited primary care or family medicine residency programs for the purpose of providing grants for the support of newly created residency positions.

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

(d) This section shall be operative only if funds are appropriated in the Budget Act of 2014 for the purposes described in this section.
(e) This section shall remain in effect only until January 1, 2018, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2018, deletes or extends that date.

§128230. When making recommendations to the Director of the Office of Statewide Health Planning and Development concerning the funding of primary care and family medicine programs or departments, primary care and family medicine residencies, and programs for the training of primary care physician assistants, primary care nurse practitioners, or registered nurses, the commission shall give priority to programs that have demonstrated success in the following areas:

(a) Actual placement of individuals in medically underserved areas.
(b) Success in attracting and admitting members of minority groups to the program.
(c) Success in attracting and admitting individuals who were former residents of medically underserved areas.
(d) Location of the program in a medically underserved area.
(e) The degree to which the program has agreed to accept individuals with an obligation to repay loans awarded pursuant to the Health Professions Education Fund.

§128235. Pursuant to this article and Article 2 (commencing with Section 128250), the Director of the Office of Statewide Health Planning and Development shall do all of the following:

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

(c) Select and contract on behalf of the state with programs that train registered nurses. Contracts shall be awarded to those institutions that best demonstrate the ability to provide quality education and training and to retain students and residents in specific areas of California where there is a recognized unmet priority need for registered nurses. Contracts shall be based upon the recommendations of the commission and in conformity with the contract criteria and program standards established by the commission.

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

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

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

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

Revised 8.14.17
Attachment E: 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 F: 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 G: 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.

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

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 I: 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 Definition created by staff at the first PCR Task Force Meeting on August 13, 2014.
Attachment J: 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 8.14.17
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.

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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.

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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).

Revised 8.14.17
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.

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

Revised 8.14.17
Attachment M: 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 N: Sample Existing PCR Slots Contract 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 07/01/2016 ("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 2017 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 06/30/2018 and shall terminate on 08/15/2021.

C. Scope of Work: Grantee agrees to the Scope of Work as set forth herein. In the event of a conflict between the provisions of this section and the Grantee’s Application, the provisions of this Scope of Work Section shall prevail:
2. Under the direction of the Program Director, use Grant Funds to provide primary care training for **Number (number)** residents for a three (3) year cycle beginning 07/01/2018 and ending 06/30/2021.

3. Grantee shall continue the training programs for residents funded by grants awarded through the Grant Agreement /Contract.

D. **Program Reports:**

Grantee shall submit a complete Final Report on a form to be provided by OSHPD within forty-five (45) days of the end of Payment Year 3 but no later than 08/15/2021.

E. **Invoicing:**

1. For services satisfactorily rendered in accordance with the Scope of Work, and upon receipt and approval of the certifications as specified in subsection (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 for payment on a quarterly basis in arrears to:

   Song-Brown Training Program Administrator  
   Office of Statewide Health Planning and Development  
   Healthcare Workforce Development Division  
   2020 West El Camino Avenue, Suite 1222  
   Sacramento, CA 95833

4. OSHPD will withhold the final payment due to the Grantee under this Agreement until all required reports are submitted to OSHPD and approved. OSHPD will notify the Grantee in writing when the required reports have been approved.
### 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>Payment Year</th>
<th>Date Range</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment Year 1</td>
<td>7/01/2018 to 6/30/2019</td>
<td>$125,000 per resident per year x Number (number) residents</td>
</tr>
<tr>
<td>Payment Year 2</td>
<td>7/01/2019 to 6/30/2020</td>
<td>$125,000 per resident per year x Number (number) residents</td>
</tr>
<tr>
<td>Payment Year 3</td>
<td>7/01/2020 to 6/30/2021</td>
<td>$125,000 per resident per year x Number (number) residents</td>
</tr>
</tbody>
</table>
G. Accounting Records and Audits: Grantee shall comply with the following reporting requirements established by the Commission, as amended from time to time:

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

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

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

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

3. Records Retention and Audit:

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

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

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

d. The training institution shall preserve and make available its records (a) for a period of three (3) years from the date of final payment under this Agreement, and (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by subparagraph (1) or (2) below:

1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
2) Records which relate to (i) litigation of the settlement of claims arising out of the performance of this Agreement, or (ii) costs and expenses of this Agreement as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the training institution until disposition of such appeals, litigation, claims, or exceptions.

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, 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.

I. 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.

J. 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)

Revised 8.14.17
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 11060 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

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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.
### 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><strong>Section/Unit:</strong> Healthcare Workforce Development Division/Song-Brown</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Name (Main Contact):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Address:</th>
<th>Address:</th>
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<tbody>
<tr>
<td>2020 West El Camino Avenue, Suite 1222</td>
<td></td>
</tr>
<tr>
<td>Sacramento, CA 95833</td>
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<th>Phone:</th>
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</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>
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<tr>
<td><strong>Section/Unit:</strong> Healthcare Workforce Development Division/Song-Brown</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Name:</th>
<th>Name of Representative:</th>
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<table>
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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 07/01/2018.

OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT

Signature: __________________________
Name: __________________________
Title: __________________________

GRANTEE:

Signature: __________________________
Name: __________________________
Title: __________________________
Attachment O: Sample Existing PCR Slots AB 20 Contract Provisions

**STATE OF CALIFORNIA**

**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

**STATE AGENCY’S NAME**

The Office of Statewide Health Planning and Development, hereinafter referred to as “State”

**CONTRACTOR’S NAME**

hereinafter referred to as “University”

**AGREEMENT NUMBER**

**REGISTRATION NUMBER**

1. This Agreement is entered into between the State Agency and the Contractor named below:

   The Office of Statewide Health Planning and Development, hereinafter referred to as “State”

   , hereinafter referred to as “University”

2. The term of this Agreement is: 06/30/2018 through 08/15/2021

3. The maximum amount of this Agreement is: $

4. The parties agree to comply with the terms and conditions of the following Exhibits, which by this reference are made a part of the Agreement.

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
<th>Page(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit A – A: – Scope of Work; A1 – Deliverables; A2 – Key Personnel; A3 – Authorized Representatives; A4 – Preexisting Data; A5 – CV/Resumes</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Exhibit B – B: – Budget; B1 – Budget Justification; B2 – Subrecipient Budgets (if applicable); B3 – Invoice Elements</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Exhibit C – C: – University Terms and Conditions</td>
<td>UTC-116</td>
<td></td>
</tr>
</tbody>
</table>

   Check mark additional Exhibits below, and attach Exhibits or provide internet link:

   - Exhibit D – Additional Requirements Associated with Funding Sources
   - Exhibit E – Special Conditions for Security of Confidential Information
   - Exhibit F – Access to State Facilities and Computing Resources
   - Exhibit G – If applicable

   Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx)

   **IN WITNESS WHEREOF,** this Agreement has been executed by the parties hereto.

   **CONTRACTOR**

   **BY (Authorized Signature)**

   **DATE SIGNED (Do not type)**

   **PRINTED NAME AND TITLE OF PERSON SIGNING**

   **ADDRESS**

   **STATE OF CALIFORNIA**

   **AGENCY NAME**

   The Office of Statewide Health Planning and Development

   **BY (Authorized Signature)**

   **DATE SIGNED (Do not type)**

   **PRINTED NAME AND TITLE OF PERSON SIGNING**

   Lynne Edison, Procurement and Contracts Manager

   **ADDRESS**

   2020 West El Camino Avenue, Suite 1000, Sacramento, CA 95833

   **Exhibit A**

   [Exhibit A content]

Revised 8.14.17
Project Summary & Scope of Work

Project Summary/Abstract
Briefly describe the long-term objectives for achieving the stated goals of the project.

If Third-Party Confidential Information is to be provided by the State:
☐ Performance of the Scope of Work is anticipated to involve use of third-party Confidential Information and is subject to the terms of this Agreement, OR
☐ A separate CNDA between the University and third-party is required by the third-party and is incorporated in this Agreement as Exhibit A/.

Scope of Work
Describe the goals and specific objectives of the proposed project and summarize the expected outcomes. If applicable, describe the overall strategy, methodology, and analyses to be used. Include how the data will be collected, analyzed, and interpreted as well as any resource sharing plans as appropriate. Discuss potential problems, alternative strategies, and benchmarks for success anticipated to achieve the goals and objectives.

A. THIS GRANT AGREEMENT ("Agreement") is entered into on 06/30/2018 ("Effective Date") by and between the State of California, Office of Statewide Health Planning and Development (hereinafter "OSHPD") and (collectively the "Grantee").

B. 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.

C. WHEREAS Grantee applied to participate in the Song Brown Health Care Workforce Training Program, by submitting an application in response to the 2017 Primary Care Capitation Application.

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

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

F. Term of the Agreement: This Agreement shall take effect on the 06/30/2018 and shall terminate on 08/15/2021.
### Exhibit A1

**SCHEDULE OF DELIVERABLES**

List all items that will be delivered to the State under the proposed Scope of Work. Include all reports, including draft reports for State review, and any other deliverables, if requested by the State and agreed to by the Parties.

<table>
<thead>
<tr>
<th>Deliverable*</th>
<th>Description</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Reports</td>
<td>Grantee shall submit a complete Final Report on a form to be provided by OSHPD within forty-five (45) days of the end of Payment Year 3 but no later than 06/15/2021.</td>
<td>Within 45 days of the end of Payment Year 3</td>
</tr>
</tbody>
</table>

The following Deliverables are subject to paragraph 18, Copyrights, Section B of Exhibit C

* If use of any Deliverable is restricted or is anticipated to contain Preexisting Data or copyrightable works with any restricted use, it will be clearly identified in Exhibit A4, Use of Preexisting Data, Copyrighted Works and Deliverables.
Exhibit A2 (Not Applicable)

**KEY PERSONNEL**

List Key Personnel as defined in the Agreement starting with the PI, by last name, first name followed by Co-PIs. Then list all other Key Personnel in alphabetical order by last name. For each individual listed include his/her name, institutional affiliation, and role on the proposed project. Use additional consecutively numbered pages as necessary.

<table>
<thead>
<tr>
<th>Last Name, First Name</th>
<th>Institutional Affiliation</th>
<th>Role on Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>PI:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Last name, First name</td>
<td>institutional affiliation</td>
<td>Role on the project</td>
</tr>
<tr>
<td>Co-PI(s) – if applicable:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Last name, First name</td>
<td>institutional affiliation</td>
<td>Role on the project</td>
</tr>
<tr>
<td>Last name, First name</td>
<td>institutional affiliation</td>
<td>Role on the project</td>
</tr>
<tr>
<td>Other Key Personnel (if applicable):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Last name, First name</td>
<td>institutional affiliation</td>
<td>Role on the project</td>
</tr>
<tr>
<td>Last name, First name</td>
<td>institutional affiliation</td>
<td>Role on the project</td>
</tr>
</tbody>
</table>

Revised 8.14.17
Exhibit A3

AUTHORIZED REPRESENTATIVES AND NOTICES

The following individuals are the authorized representatives for the State and the University under this Agreement. Any official Notices issued under the terms of this Agreement shall be addressed to the Authorized Official identified below, unless otherwise identified in the Agreement.

Changes in the University Principal Investigator are subject to the Key Personnel section of this Agreement. Changes in other contact information may be made by notification, in writing, between the parties.

<table>
<thead>
<tr>
<th>State Agency Contacts</th>
<th>University Contacts</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Agency Name:</strong></td>
<td><strong>University Name:</strong></td>
</tr>
<tr>
<td>Office of Statewide Health Planning and Development</td>
<td></td>
</tr>
<tr>
<td><strong>Contract Project Manager (Technical)</strong></td>
<td><strong>Principal Investigator</strong></td>
</tr>
<tr>
<td><strong>Name:</strong>  Douglas Truong</td>
<td><strong>Name:</strong></td>
</tr>
<tr>
<td><strong>Program Administrator</strong></td>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td><strong>Address:</strong> Office of Statewide Health Planning and Development</td>
<td></td>
</tr>
<tr>
<td>2020 West El Camino Avenue, Suite 1222</td>
<td></td>
</tr>
<tr>
<td>Sacramento, CA 95833</td>
<td></td>
</tr>
<tr>
<td><strong>Telephone:</strong> (916) 326-3721</td>
<td><strong>Telephone:</strong></td>
</tr>
<tr>
<td><strong>Fax:</strong> <a href="mailto:douglas.truong@oshpd.ca.gov">douglas.truong@oshpd.ca.gov</a></td>
<td><strong>Fax:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><strong>Email:</strong></td>
</tr>
<tr>
<td><strong>Authorized Official</strong></td>
<td><strong>Authorized Official</strong></td>
</tr>
<tr>
<td><strong>Name:</strong> Lynne Edison</td>
<td><strong>Name:</strong></td>
</tr>
<tr>
<td><strong>Staff Services Manager 1</strong></td>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td><strong>Procurement and Contract Services</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Address:</strong> Office of Statewide Health Planning and Development</td>
<td></td>
</tr>
<tr>
<td>2020 West El Camino Avenue, Suite 1000</td>
<td></td>
</tr>
<tr>
<td>Sacramento, CA 95833</td>
<td></td>
</tr>
<tr>
<td><strong>Telephone:</strong> (916) 326-3286</td>
<td><strong>Telephone:</strong></td>
</tr>
<tr>
<td><strong>Fax:</strong> <a href="mailto:lynne.edison@oshpd.ca.gov">lynne.edison@oshpd.ca.gov</a></td>
<td><strong>Fax:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><strong>Email:</strong></td>
</tr>
</tbody>
</table>

Revised 8.14.17
### Exhibit A4 (Not Applicable)

#### USE OF PREEXISTING DATA, COPYRIGHTED WORKS AND DELIVERABLES

If the either Party will be using any third-party or pre-existing data or copyrighted works that have restrictions on use, then list all such data or copyrighted works and the nature of the restriction below. If no third-party or pre-existing data or copyrighted works will be used, check "none" in this section.

**A. State: Preexisting Data and/or copyrighted works to be provided to the University from the State or a third party for use in the performance in the Scope of Work.**

<table>
<thead>
<tr>
<th>Owner (State Agency or 3rd Party)</th>
<th>Type of Data or copyrighted work (Restricted or Unrestricted)</th>
<th>Description</th>
<th>If Restricted, nature of restriction:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

**B. University: Use of Preexisting Data or copyrighted works included in Deliverables identified in Exhibit A1.**

<table>
<thead>
<tr>
<th>Owner (University or 3rd Party)</th>
<th>Type of Data or copyrighted work (Restricted or Unrestricted)</th>
<th>Description</th>
<th>If Restricted, nature of restriction:</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

**C. Anticipated restrictions on use of Project Data**

If the University PI anticipates that any of the Project Data generated during the performance of the Scope of Work will have a restriction on use (such as subject identifying information in a data set) then list all such anticipated restrictions below. If there are no restrictions anticipated in the Project Data, then check "none" in this section.

<table>
<thead>
<tr>
<th>Owner (University or 3rd Party)</th>
<th>Description</th>
<th>Nature of Restriction:</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Revised 8.14.17
Exhibit A5 (Not Applicable)

CURRICULUM VITAE (CV) / RÉSUMÉ / BIOSKETCH

Attach CV/Résumé/Biosketch for Key Personnel listed in Exhibit A2.
Exhibit A6 (Not Applicable)

CURRENT & PENDING SUPPORT
(Will be incorporated, if applicable.)

University will provide current & pending support information for Key Personnel identified in Exhibit A2 at time of proposal and upon request from State agency. The “Proposed Project” is this application that is submitted to the State. Add pages as needed.

<table>
<thead>
<tr>
<th>Status</th>
<th>Award # (if available)</th>
<th>Source (name of the sponsor)</th>
<th>Project Title</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Project</td>
<td>10/1/2010</td>
<td>12/31/2012</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CURRENT</td>
<td>10/1/2010</td>
<td>12/31/2012</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PENDING</td>
<td>10/1/2010</td>
<td>12/31/2012</td>
<td></td>
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</tbody>
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<table>
<thead>
<tr>
<th>Status</th>
<th>Award # (if available)</th>
<th>Source (name of the sponsor)</th>
<th>Project Title</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Project</td>
<td>10/1/2010</td>
<td>12/31/2012</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CURRENT</td>
<td>10/1/2010</td>
<td>12/31/2012</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PENDING</td>
<td>10/1/2010</td>
<td>12/31/2012</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Status</th>
<th>Award # (if available)</th>
<th>Source (name of the sponsor)</th>
<th>Project Title</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Project</td>
<td>10/1/2010</td>
<td>12/31/2012</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CURRENT</td>
<td>10/1/2010</td>
<td>12/31/2012</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PENDING</td>
<td>10/1/2010</td>
<td>12/31/2012</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Status</th>
<th>Award # (if available)</th>
<th>Source (name of the sponsor)</th>
<th>Project Title</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Project</td>
<td>10/1/2010</td>
<td>12/31/2012</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CURRENT</td>
<td>10/1/2010</td>
<td>12/31/2012</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PENDING</td>
<td>10/1/2010</td>
<td>12/31/2012</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Revised 8.14.17
Exhibit A7 (Not Applicable)

Third Party Confidential Information

Confidential Nondisclosure Agreement
(Identified in Exhibit A, Scope of Work – will be incorporated, if applicable)

If the scope of work requires the provision of third party confidential information to either the State or the Universities, then any requirement of the third party in the use and disposition of the confidential information will be listed below. The third party may require a separate Confidential Nondisclosure Agreement (CNDA) as a requirement to use the confidential information. Any CNDA will be identified in this Exhibit A7.
### Exhibit B

**Budget Estimate for Project Period**

<table>
<thead>
<tr>
<th>Payment Year 1</th>
<th>6/30/2018 to 6/29/2019</th>
<th>$125,000 per resident per year x Number (number) residents</th>
<th>$0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment Year 2</td>
<td>6/30/2019 to 6/29/2020</td>
<td>$125,000 per resident per year x Number (number) residents</td>
<td>$0</td>
</tr>
<tr>
<td>Payment Year 3</td>
<td>6/30/2020 to 6/29/2021</td>
<td>$125,000 per resident per year x Number (number) residents</td>
<td>$0</td>
</tr>
</tbody>
</table>
Exhibit B1

Budget Justification

The Budget Justification will include the following items in this format.

Personnel

Name. Starting with the Principal Investigator list the names of all known personnel who will be involved on the project for each year of the proposed project period. Include all collaborating investigators, individuals in training, technical and support staff or include as “to be determined” (TBD).

Role on Project. For all personnel by name, position, function, and a percentage level of effort (as appropriate), including “to-be-determined” positions.

Fringe Benefits

In accordance with University policy, explain the costs included in the budgeted fringe benefit percentages used, which could include tuition/fees allowance for qualifying personnel to the extent that such costs are provided for by University policy, to estimate the fringe benefit expenses on Exhibit B.

See Exhibit B.

Travel

Summarize all travel requests separately by trip and justify in Exhibit B, in accordance with University travel guidelines. Provide the purpose, destination, travelers (name or position/role), and duration of each trip. Include detail on airfare, lodging and mileage expenses, if applicable. Should the application include a request for travel outside of the state of California, justify the need for those out-of-state trips separately and completely.

See Exhibit B.

Materials and Supplies

Summarize materials supplies in separate categories. Include a complete justification of the project’s need for these items. Theft sensitive equipment (under $10,000) must be justified and tracked separately in accordance with State Contracting Manual Section 7.79.

See Exhibit B.

Equipment

List each item of equipment (greater than or equal to $5,000 with a useful life of more than one year) with amount requested separately and justify each.

See Exhibit B.

Consultant Costs

Consultants are individuals, organizations who provide expert advisory or other services for brief or limited periods and do not provide a percentage of effort to the project or program. Consultants are not involved in the scientific or technical direction of the project as a whole. Provide the names and organizational affiliations of all consultants. Describe the services to be performed, and include the number of days of anticipated consultation, the expected rate of compensation, travel, per diem, and other related costs.

See Exhibit B.

Subawardee (Consortium/Subrecipient) Costs

Each participating consortium organization must submit a separate detailed budget for every year in the project period in Exhibit B. Subcontracts. Include a complete justification for the need for any subawardee listed in the application.

See Exhibit B.

Other Direct Costs

Summarize any other expenses by category and cost. Specifically justify costs that may typically be treated as indirect costs. For example, if insurance, telecommunication, or IT costs are charged as a direct expense, explain reason and methodology.

See Exhibit B.

Rent

If the scope of work will be performed in an off-campus facility rented from a third party for a specific project or projects, then rent may be charged as a direct expense to the award.

See Exhibit B.

Indirect (F&A) Costs

Indirect costs are calculated in accordance with the University budgeted indirect cost rate in Exhibit B.

See Exhibit B.
### Exhibit B2 (Not Applicable)

**Budget Estimates Pertaining to Subcontractors (when applicable)**

<table>
<thead>
<tr>
<th>Principal Investigator Last, First</th>
<th>Exhibit B2</th>
</tr>
</thead>
</table>

#### COMPOSITE BUDGET: ESTIMATE FOR ENTIRE PROPOSED PROJECT PERIOD

<table>
<thead>
<tr>
<th>BUDGET CATEGORY</th>
<th>From: 07/01/2014 to 06/30/2015</th>
<th>07/01/2015 - 06/30/2016</th>
<th>07/01/2016 - 06/30/2017</th>
<th>Year 4</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERSONNEL: Salaries and fringe benefits</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>TRAVEL</td>
<td>$0</td>
<td>$0</td>
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<td>$0</td>
<td>$0</td>
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<tr>
<td>MATERIALS &amp; SUPPLIES</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>EQUIPMENT</td>
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<td>CONSULTANT</td>
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<td>SUBCONTRACTS</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>OTHER INDIRECT COSTS (OIC)</td>
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<td>$0</td>
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<td>$0</td>
</tr>
<tr>
<td>OIC #1</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>OIC #2</td>
<td>$0</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>OIC #3</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<td>$0</td>
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<td>OIC #4</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<td>OIC #5</td>
<td>$0</td>
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<tr>
<td>TOTAL INDIRECT COSTS</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Indirect (F&A) costs**

<table>
<thead>
<tr>
<th>On Campus</th>
<th>Off Campus</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Total estimated costs per year**

| $0 | $0 | $0 | $0 |

**Total estimated costs for entire project period**

$0

---

**Funds Reconciliation Dates**

- 06/30/2018
- 06/30/2019
- 06/30/2020

**Project Period Budget Flexibility (Lesser of % or Amount)**

- 5% budget changes between specified cost categories above
- $50,000

**Revised 8.14.17**
Exhibit B3 (Not Applicable)

Invoice and Detailed Transaction Ledger Elements

In accordance with Section 14 – Payment and Invoicing, the invoice, summary report and/or transaction/payroll ledger shall be certified by the University’s Financial Contact and the PI.

Summary Invoice – includes either on the invoice or in a separate summary document – by approved budget category (Exhibit B) – expenditures for the invoice period, approved budget, cumulative expenditures and budget balance available:

- Personnel
- Equipment
- Travel
- Subawardee – Consultants
- Subawardee – Subcontract/Subrecipients
- Materials & Supplies
- Other Direct Costs
  - TOTAL DIRECT COSTS (if available from system)
- Indirect Costs
  - TOTAL

Detailed transaction ledger and/or payroll ledger for the invoice period:

- Univ Fund OR Agency Award # (to connect to invoice summary)
- Invoice/Report Period (matching invoice summary)
- GL Account/Object Code
- Doc Type (or subledger reference)
- Transaction Reference#
- Transaction Description, Vendor and/or Employee Name
- Transaction Posting Date
- Time Worked
- Transaction Amount

1 If this information is not on the invoice or summary attachment, it may be included in a detailed transaction ledger.

2 For salaries and wages, these elements are anticipated to be included in the detailed transaction ledger. If all elements are not contained in the transaction ledger, then a separate payroll ledger may be provided with the required elements.
Exhibit C

UTC-116

AB20 State/University Model Agreement Terms & Conditions
Exhibit D (if applicable) (Not Applicable)

Additional Requirements Associated with Funding Sources

If the Agreement is subject to any additional requirements imposed on the funding State agency by applicable law (including, but not limited to, bond, proposition and federal funding), then these additional requirements will be set forth in Exhibit D. If the University is a subrecipient, as defined in 2 CFR 200 (Uniform Guidance on Administrative Requirements, Audit Requirements and Cost Principles for Federal Financial Assistance), and the external funding entity is the federal government, the name of the federal agency, the prime award number (if available), and the Catalog of Federal Domestic Assistance (CFDA) program number will be listed in Exhibit D. (Please see sections 10.A and 10.B of the UTC.)

<table>
<thead>
<tr>
<th>Agency (Required for federal funding source)</th>
<th>Prime Agreement Number (if available)</th>
<th>If Federal, CFDA Number</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
Exhibit E (if applicable) *(Not Applicable)*

Special Conditions for Security of Confidential Information

*If the of work or project results in additional legal and regulatory requirements regarding security of Confidential Information, those requirements regarding the use and disposition of the information, will be provided by the funding State agency in Exhibit E. (Please see section 8.E of the UTC.)*
Exhibit F (if applicable) (Not Applicable)

Access to State Facilities or Computing Systems

Agency Requirements/Agreement

If the scope of work or project requires that the Universities have access to State agency facilities or computing systems and a separate agreement between the individual accessing the facility or system and the State agency is necessary, then the requirement for the agreement and the agreement itself will be listed in Exhibit F. (Please see section 20 of the UTC.)
Exhibit G – Negotiated Alternate UTC Terms (if applicable)

While every effort has been made to keep the UTC as universal in its application as possible, there may be unique projects where a given term in the UTC may be inappropriate or inadequate. AB20 allows for those terms to be changed, but only through the mutual agreement and negotiation of the State agency and the University campus. If a given term in the UTC is to be changed, the change should not be noted in Exhibit G, but rather noted separately in Exhibit G.

Appendix 1: Terms and Conditions for Interagency Agreements

1. Time: Time is of the essence in this Agreement. The Grantee will submit the required deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and/or scheduling issues, to adhere to the terms of the Agreement is the sole responsibility of the Grantee.

2. 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 disclosure under the Public Records Act.

3. Additional Audits: The Grantee agrees that the awarding department, the Department of General Services, the California State Auditor, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three years after the final payment, unless a longer period of records retention is stipulated by the State. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §6546.7; Pub. Contract Code §10115 et seq.; Cal. Code Regs., tit. 2, §1896.)

4. Provisions Relating to Data:
   a. Prior to the expiration of any legally required retention period and before destroying any data, the Grantee shall notify the State of any such contemplated action; and the State may within 30 days of said notification, determine whether or not the data shall be further preserved. The State shall pay the expense of further preserving the data. The State shall have unrestricted, reasonable access to the data that are preserved in accordance with this Agreement.
   b. The Grantee shall use its best efforts to furnish competent witnesses and to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.

5. Independent Grantee: The Grantee and the agents and employees of the Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the State.

6. 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 subsequent breach by OSHPD. OSHPD expressly reserves the right to disqualify the Grantee from any future grant awards for failure to comply with the terms of this Agreement.

7. Disputes: The 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 Program Manager. If unresolved, the problem shall be presented, in writing, as a grievance to the HWDD Deputy Director stating the issues in dispute, the legal authority or other basis for the Grantee’s position and the remedy sought.

Revised 8.14.17
b. The Deputy Director shall make a determination within ten working days after receipt of the written grievance from the Grantee and shall respond in writing to the Grantee indicating the decision and the reasons for it.

c. The Grantee may appeal the decision of the Deputy Director by submitting written notice to the Director of its intent to appeal, within ten working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the Grantee within twenty working days of receipt of the Grantee's letter. The Director's decision will be final.

8. 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.
Attachment P: Sample THC Existing PCR Slots Contract 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 01/01/2018 ("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 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 2017 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 01/01/2018 and shall terminate on 2/15/2019.

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 Number (number) first year residents.

D. Program Reports:
Grantee shall submit a complete Final Report on a form to be provided by OSHPD. Final report shall be completed no later than 03/15/2019.

E. 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 upon reviewing the Final Report. OSHPD will notify the Grantee in writing when the required reports have been approved.

3. If all grant funds have not been expended upon completion of the Final Report, 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.
F. 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) 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>
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</tr>
<tr>
<td>(4) Other Costs</td>
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<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>
G. 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 normally accepted accounting principles consistently applied regardless of the source of funds. Supporting records must be in sufficient detail to show the exact amount and nature of expenditures.

   Training institutions may elect to commingle grant funds received pursuant to the Agreement with any other income available for operation of the nursing education program provided that the institution maintains such written fiscal control and accounting procedures as are necessary to assure proper disbursement of, and accounted for, such commingled funds, including provisions for:
   a. The accurate and timely separate identification of funds received;
   b. The separate identification of expenditures prohibited by the grant criteria;
   c. An adequate record of proceeds from the sale of any equipment purchased by funds.

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

3. Records Retention and Audit:
   a. The training institution shall permit the OSHPD Director, or the California State Auditor, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its nursing education program for the purpose of audit and examination.
   b. The training institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this grant (hereinafter collectively called the “records”) to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.
   c. The training institution agrees to make available at the office of the training institution at all reasonable times during the period set forth in subparagraph (d) below any of the records for inspection, audit or reproduction by an authorized representative of the State.
   d. The training institution shall preserve and make available its records (a) for a period of three (3) years from the date of final payment under this Agreement, and (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by subparagraph (1) or (2) below:
      1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
2) Records which relate to (i) litigation of the settlement of claims arising out of the performance of this Agreement, or (ii) costs and expenses of this Agreement as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the training institution until disposition of such appeals, litigation, claims, or exceptions.

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, 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.

I. 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.

J. 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 §6546.7, 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.
K. **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></th>
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<tbody>
<tr>
<td>Office of Statewide Health Planning and Development</td>
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<table>
<thead>
<tr>
<th>Section/Unit:</th>
<th></th>
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<tbody>
<tr>
<td>Healthcare Workforce Development Division/Song-Brown</td>
<td></td>
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<table>
<thead>
<tr>
<th>Name:</th>
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<tbody>
<tr>
<td></td>
<td>Name (Main Contact):</td>
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</table>

<table>
<thead>
<tr>
<th>Address:</th>
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</thead>
<tbody>
<tr>
<td>2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833</td>
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<tr>
<th>Phone:</th>
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<thead>
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<th>State Agency:</th>
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<tr>
<th>Name:</th>
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<tbody>
<tr>
<td></td>
<td>Name of Representative:</td>
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</table>

<table>
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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 07/01/2018.

<table>
<thead>
<tr>
<th>OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT</th>
<th>GRANTEE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>Signature:</td>
</tr>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
</tbody>
</table>

Revised 8.14.17
Attachment Q: Sample THC Existing PCR Slots AB 20 Contract Provisions

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

1. This Agreement is entered into between the State Agency and the Contractor named below:
   STATE AGENCY’S NAME
   The Office of Statewide Health Planning and Development, hereinafter referred to as “State”
   CONTRACTOR’S NAME
   , hereinafter referred to as “University”

2. The term of this Agreement is:
   01/01/2018 through 02/15/2019

3. The maximum amount of this Agreement is:
   $

4. The parties agree to comply with the terms and conditions of the following Exhibits, which by this reference are made a part of the Agreement:
   Exhibit A – AB: A–Scope of Work; A1–Deliverables; A2–Key Personnel; A3–Authorized Representatives; A4–Preexisting Data; A5–CV/Resumes
   Other Exhibits A (when applicable): A6–Current & Pending Support; A7–Third Party Confidential Information Requirement
   Exhibit B – B–Budget; B1–Budget Justification; B2–Subrecipient Budgets (if applicable); B3–Invoice Elements
   Exhibit C – University Terms and Conditions

Check mark additional Exhibits below, and attach Exhibits or provide internet link:
   ☐ Exhibit D – Additional Requirements Associated with Funding Sources
   ☐ Exhibit E – Special Conditions for Security of Confidential Information
   ☐ Exhibit F – Access to State Facilities and Computing Resources
   ☐ Exhibit G – If applicable

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

California Department of General Services Use Only

CONTRACTOR

BY (Authorized Signature) DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

AGENCY NAME

The Office of Statewide Health Planning and Development

BY (Authorized Signature) DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Lynne Edison, Procurement and Contracts Manager

ADDRESS

2020 West El Camino Avenue, Suite 1000, Sacramento, CA 95833

Exempt per:
Exhibit A

Project Summary & Scope of Work

Project Summary/Abstract

Briefly describe the long-term objectives for achieving the stated goals of the project.

If Third-Party Confidential Information is to be provided by the State:

☐ Performance of the Scope of Work is anticipated to involve use of third-party Confidential Information and is subject to the terms of this Agreement; OR

☐ A separate CNDA between the University and third-party is required by the third-party and is incorporated in this Agreement as Exhibit A7.

Scope of Work

Describe the goals and specific objectives of the proposed project and summarize the expected outcomes. If applicable, describe the overall strategy, methodology, and analyses to be used. Include how the data will be collected, analyzed, and interpreted as well as any resource sharing plans as appropriate. Discuss potential problems, alternative strategies, and benchmarks for success anticipated to achieve the goals and objectives.

A. THIS GRANT AGREEMENT ("Agreement") is entered into on 01/01/2018 ("Effective Date") by and between the State of California, Office of Statewide Health Planning and Development (hereinafter "OSHPD") and (collectively the "Grantee").

B. 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.

C. WHEREAS Grantee applied to participate in the Song Brown Health Care Workforce Training Program, by submitting an application in response to the 2017 Primary Care Capitation Application.

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

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

F. Term of the Agreement: This Agreement shall take effect on the 01/01/2018 and shall terminate on 02/15/2019.
G. **Scope of Work:** Grantee agrees to the following Scope of Work. In the event of a conflict between the provisions of this section and the Grantee’s Application, the provisions of this Scope of Work Section shall prevail:


   b. Under the direction of the Program Director, use Grant Funds to provide primary care training for **Number (number)** of first year residents.

   c. Grantee’s application, appendices, and forms are hereby incorporated into this Agreement as though fully set forth herein.

H. **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 upon reviewing the final report. OSHPD will notify the Grantee in writing when the required reports have been approved.

3. If all grant funds have not been expended upon completion of the Final Report, 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.
Exhibit A1

SCHEDULE OF DELIVERABLES

List all items that will be delivered to the State under the proposed Scope of Work. Include all reports, including draft reports for State review, and any other deliverables, if requested by the State and agreed to by the Parties.

<table>
<thead>
<tr>
<th>Deliverable*</th>
<th>Description</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Reports</td>
<td>Grantee shall submit a complete Final Report on a form to be provided by OSHPD within forty-five (45) days of the end of Payment Year but no later than 02/15/2019.</td>
<td>Within 45 days of the end of Payment Year</td>
</tr>
</tbody>
</table>

The following Deliverables are subject to paragraph 18. Copyrights, Section B of Exhibit C

* If use of any Deliverable is restricted or is anticipated to contain Preexisting Data or copyrightable works with any restricted use, it will be clearly identified in Exhibit A4, Use of Preexisting Data, Copyrighted Works and Deliverables.
**Exhibit A2 (Not Applicable)**

**KEY PERSONNEL**

List Key Personnel as defined in the Agreement starting with the PI, by last name, first name followed by Co-PIs. Then list all other Key Personnel in alphabetical order by last name. For each individual listed include his/her name, institutional affiliation, and role on the proposed project. Use additional consecutively numbered pages as necessary.

<table>
<thead>
<tr>
<th>Last Name, First Name</th>
<th>Institutional Affiliation</th>
<th>Role on Project</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PI:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Last name, First name</td>
<td>institutional affiliation</td>
<td>Role on the project</td>
</tr>
<tr>
<td><strong>Co-PI(s) – if applicable:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Last name, First name</td>
<td>institutional affiliation</td>
<td>Role on the project</td>
</tr>
<tr>
<td>Last name, First name</td>
<td>institutional affiliation</td>
<td>Role on the project</td>
</tr>
<tr>
<td><strong>Other Key Personnel (if applicable):</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Last name, First name</td>
<td>institutional affiliation</td>
<td>Role on the project</td>
</tr>
<tr>
<td>Last name, First name</td>
<td>institutional affiliation</td>
<td>Role on the project</td>
</tr>
</tbody>
</table>
Exhibit A3

AUTHORIZED REPRESENTATIVES AND NOTICES

The following individuals are the authorized representatives for the State and the University under this Agreement. Any official Notices issued under the terms of this Agreement shall be addressed to the Authorized Official identified below, unless otherwise identified in the Agreement.

Changes in the University Principal Investigator are subject to the Key Personnel section of this Agreement. Changes in other contact information may be made by notification, in writing, between the parties.

<table>
<thead>
<tr>
<th>State Agency Contacts</th>
<th>University Contacts</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Agency Name:</strong> Office of Statewide Health Planning and Development</td>
<td><strong>University Name:</strong></td>
</tr>
<tr>
<td><strong>Contract Project Manager (Technical)</strong></td>
<td><strong>Principal Investigator</strong></td>
</tr>
<tr>
<td><strong>Name:</strong> Douglas Truong Program Administrator</td>
<td><strong>Name:</strong></td>
</tr>
<tr>
<td><strong>Address:</strong> Office of Statewide Health Planning and Development 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833</td>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td><strong>Telephone:</strong> (916) 326-3721</td>
<td><strong>Telephone:</strong></td>
</tr>
<tr>
<td><strong>Fax:</strong></td>
<td><strong>Fax:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:douglas.truong@oshpdc.ca.gov">douglas.truong@oshpdc.ca.gov</a></td>
<td><strong>Email:</strong></td>
</tr>
<tr>
<td><strong>Authorized Official (contract officer)</strong></td>
<td><strong>Authorized Official</strong></td>
</tr>
<tr>
<td><strong>Name:</strong> Lynne Edison Staff Services Manager 1 Procurement and Contract Services</td>
<td><strong>Name:</strong></td>
</tr>
<tr>
<td><strong>Address:</strong> Office of Statewide Health Planning and Development 2020 West El Camino Avenue, Suite 1000 Sacramento, CA 95833</td>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td><strong>Telephone:</strong> (916) 326-3286</td>
<td><strong>Telephone:</strong></td>
</tr>
<tr>
<td><strong>Fax:</strong></td>
<td><strong>Fax:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:lynne.edison@oshpdc.ca.gov">lynne.edison@oshpdc.ca.gov</a></td>
<td><strong>Email:</strong></td>
</tr>
</tbody>
</table>
**Exhibit A4 (Not Applicable)**

**USE OF PREEXISTING DATA, COPYRIGHTED WORKS AND DELIVERABLES**

If the either Party will be using any third-party or pre-existing data or copyrighted works that have restrictions on use, then list all such data or copyrighted works and the nature of the restriction below. If no third-party or pre-existing data or copyrighted works will be used, check "none" in this section.

### A. State: Preexisting Data and/or copyrighted works to be provided to the University from the State or a third party for use in the performance in the Scope of Work.

- [ ] None or [x] List:

<table>
<thead>
<tr>
<th>Owner (State Agency or 3rd Party)</th>
<th>Type of Data or copyrighted work (Restricted or Unrestricted)</th>
<th>Description</th>
<th>If Restricted, nature of restriction</th>
</tr>
</thead>
</table>

### B. University: Use of Preexisting Data or copyrighted works included in Deliverables identified in Exhibit A1.

- [ ] None or [ ] List:

<table>
<thead>
<tr>
<th>Owner (University or 3rd Party)</th>
<th>Type of Data or copyrighted work (Restricted or Unrestricted)</th>
<th>Description</th>
<th>If Restricted, nature of restriction</th>
</tr>
</thead>
</table>

### C. Anticipated restrictions on use of Project Data

If the University PI anticipates that any of the Project Data generated during the performance of the Scope of Work will have a restriction on use (such as subject identifying information in a data set) then list all such anticipated restrictions below. If there are no restrictions anticipated in the Project Data, then check "none" in this section.

- [ ] None or [ ] List:

<table>
<thead>
<tr>
<th>Owner (University or 3rd Party)</th>
<th>Description</th>
<th>Nature of Restriction:</th>
</tr>
</thead>
</table>

Revised 8.14.17
Exhibit A5 (Not Applicable)

CURRICULUM VITAES (CV) / RÉSUMÉS / BIOSKETCH

Attach CV/Résumé/Biosketch for Key Personnel listed in Exhibit A2.
Exhibit A6 (Not Applicable)

CURRENT & PENDING SUPPORT
(Will be incorporated, if applicable.)

The University will provide current & pending support information for Key Personnel identified in Exhibit A2 at time of proposal and upon request from State agency. The “Proposed Project” is this application that is submitted to the State. Add pages as needed.

<table>
<thead>
<tr>
<th>PI: NAME OF INDIVIDUAL</th>
<th>Status (currently active or pending approval)</th>
<th>Award # (if available)</th>
<th>Source (name of the sponsor)</th>
<th>Project Title</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Proposed Project</td>
<td></td>
<td></td>
<td></td>
<td>10/1/2010</td>
<td>12/31/2012</td>
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<tr>
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<td>10/1/2010</td>
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<th>Project Title</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>10/1/2010</td>
<td>12/31/2012</td>
</tr>
<tr>
<td></td>
<td>CURRENT</td>
<td></td>
<td></td>
<td></td>
<td>10/1/2010</td>
<td>12/31/2012</td>
</tr>
<tr>
<td></td>
<td>CURRENT</td>
<td></td>
<td></td>
<td></td>
<td>10/1/2010</td>
<td>12/31/2012</td>
</tr>
<tr>
<td></td>
<td>PENDING</td>
<td></td>
<td></td>
<td></td>
<td>10/1/2010</td>
<td>12/31/2012</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME OF INDIVIDUAL</th>
<th>Status</th>
<th>Award #</th>
<th>Source</th>
<th>Project Title</th>
<th>Start Date</th>
<th>End Date</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Proposed Project</td>
<td></td>
<td></td>
<td></td>
<td>10/1/2010</td>
<td>12/31/2012</td>
</tr>
<tr>
<td></td>
<td>CURRENT</td>
<td></td>
<td></td>
<td></td>
<td>10/1/2010</td>
<td>12/31/2012</td>
</tr>
<tr>
<td></td>
<td>CURRENT</td>
<td></td>
<td></td>
<td></td>
<td>10/1/2010</td>
<td>12/31/2012</td>
</tr>
<tr>
<td></td>
<td>PENDING</td>
<td></td>
<td></td>
<td></td>
<td>10/1/2010</td>
<td>12/31/2012</td>
</tr>
</tbody>
</table>

Revised 8.14.17
Exhibit A7 (Not Applicable)

Third Party Confidential Information

Confidential Nondisclosure Agreement

(Identified in Exhibit 1, Scope of Work – will be incorporated, if applicable)

If the scope of work requires the provision of third party confidential information to either the State or the Universities, then any requirement of the third party in the use and disposition of the confidential information will be listed below. The third party may require a separate Confidential Nondisclosure Agreement (CNDA) as a requirement to use the confidential information. Any CNDA will be identified in this Exhibit A7.
Exhibit B
Budget Estimate for Project Period

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) Operating Expenses</td>
<td>[Supplies, equipment under $500.00, postage, duplication, equipment maintenance, communication, and memberships]</td>
<td></td>
</tr>
<tr>
<td>(3) Major Equipment</td>
<td>[Equipment over $500.00]</td>
<td></td>
</tr>
<tr>
<td>(4) Other Costs</td>
<td>[Travel, consultants, and stipends]</td>
<td></td>
</tr>
<tr>
<td>(5) Subtotal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(6) Indirect Costs</td>
<td>(8% maximum)</td>
<td></td>
</tr>
<tr>
<td>(7) Total Proposed Budget</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Revised 8.14.17
Exhibit B1

Budget Justification

The Budget Justification will include the following items in this format.

Personnel

Name. Starting with the Principal Investigator list the names of all known personnel who will be involved on the project for each year of the proposed project period. Include all collaborating investigators, individuals in training, technical and support staff or include as “to be determined” (TBD).

Role on Project. For all personnel by name, position, function, and a percentage level of effort (as appropriate), including “to-be-determined” positions.

Fringe Benefits

In accordance with University policy, explain the costs included in the budgeted fringe benefits percentage used, which could include tuition/fees/permit for qualifying personnel to the extent that such costs are provided for by University policy, to estimate the fringe benefits expenses on Exhibit B.

See Exhibit B.

Travel

Itemize all travel requests separately by trip and justify in Exhibit B, in accordance with University travel guidelines. Provide the purpose, destination, travelers (name or position/role), and duration of each trip. Include detail on airfare, lodging and mileage expenses, if applicable. Should the application include a request for travel outside of the state of California, justify the need for those out-of-state trips separately and completely.

See Exhibit B.

Materials and Supplies

Itemize materials supplies in separate categories. Include a complete justification of the project’s need for these items. Theft sensitive equipment (under $5,000) must be justified and tracked separately in accordance with State Contracting Manual Section 7.19.

See Exhibit B.

Equipment

List each item of equipment (greater than or equal to $5,000 with a useful life of more than one year) with amount requested separately and justify each.

See Exhibit B.

Consultant Costs

Consultants are individuals or organizations who provide expert advisory or other services for brief or limited periods and do not provide a percentage of effort to the project or program. Consultants are not involved in the scientific or technical direction of the project as a whole.

Provide the names and organizational affiliations of all consultants. Describe the services to be performed, and include the number of days of anticipated consultation, the expected rate of compensation, travel per diem, and other related costs.

See Exhibit B.

Subawardee (Consortium/Subrecipient) Costs

Each participating consortium organization must submit a separate detailed budget for every year in the project period in Exhibit B. Subcontracts. Include a complete justification for the need for any subawardee listed in the application.

See Exhibit B.

Other Direct Costs

Itemize any other expenses by category and cost. Specifically justify costs that may typically be treated as indirect costs. For example, if insurance, telecommunication, or IT costs are charged at a direct expense, explain reason and methodology.

See Exhibit B.

Rent

If the scope of work will be performed in an off-campus facility rented from a third party for a specific project or projects, then rent may be charged as a direct expense to the award.

See Exhibit B.

Indirect (F&A) Costs

Indirect costs are calculated in accordance with the University budgeted indirect cost rate in Exhibit B.

See Exhibit B.
### Exhibit B2 (Not Applicable)

Budget Estimates Pertaining to Subcontractors (when applicable)

<table>
<thead>
<tr>
<th>Principal Investigator Last, First</th>
<th>Exhibit B2</th>
</tr>
</thead>
</table>

**Composite Budget Estimate for Entire Proposed Project Period**

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2014</td>
<td>06/30/2015</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>07/01/2015</td>
<td>06/30/2016</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>07/01/2016</td>
<td>06/30/2017</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Budget Category**

- Personnel - Salaries and fringe benefits
- Travel
- Materials & Supplies
- Equipment
- Consultant
- Subcontractor

**Other Direct Costs (ODC)**

<table>
<thead>
<tr>
<th>ODC #1</th>
<th>ODC #2</th>
<th>ODC #3</th>
<th>ODC #4</th>
<th>ODC #5</th>
<th>ODC #6</th>
</tr>
</thead>
<tbody>
<tr>
<td>$20</td>
<td>$20</td>
<td>$20</td>
<td>$20</td>
<td>$20</td>
<td>$20</td>
</tr>
</tbody>
</table>

**Indirect (F&A) Costs**

- On Campus
- Indirect (F&A) Costs

**Total Estimated Costs Per Year**

<table>
<thead>
<tr>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Total Estimated Costs for Entire Proposed Project Period**

<table>
<thead>
<tr>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
</tr>
</tbody>
</table>

---

**Notes:**

- See separate W-9 for payment of subcontractors.
- Indirect (F&A) costs are based on the project's budget.
- Project period: 07/01/2014 to 06/30/2018

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**Revised 8.14.17**
Exhibit B3 (Not Applicable)
Invoice and Detailed Transaction Ledger Elements

In accordance with Section 14 – Payment and Invoicing, the invoice, summary report and/or transaction/payroll ledger shall be certified by the University’s Financial Contact and the PI.

Summary Invoice – includes either on the invoice or in a separate summary document – by approved budget category (Exhibit B) – expenditures for the invoice period, approved budget, cumulative expenditures and budget balance available:

- Personnel
- Equipment
- Travel
- Subawardee – Consultants
- Subawardee – Subcontract/Subrecipients
- Materials & Supplies
- Other Direct Costs
  - TOTAL DIRECT COSTS (if available from system)
- Indirect Costs
  - TOTAL

Detailed transaction ledger and/or payroll ledger for the invoice period:

- Univ Fund OR Agency Award # (to connect to invoice summary)
- Invoice/Report Period (matching invoice summary)
- GL Account/Object Code
- Doc Type (or subledger reference)
- Transaction Reference#
- Transaction Description, Vendor and/or Employee Name
- Transaction Posting Date
- Time Worked
- Transaction Amount

1 If this information is not on the invoice or summary attachment, it may be included in a detailed transaction ledger.

2 For salaries and wages, these elements are anticipated to be included in the detailed transaction ledger. If all elements are not contained in the transaction ledger, then a separate payroll ledger may be provided with the required elements.
Exhibit C

UTC-116

AB20 State/University Model Agreement Terms & Conditions
Exhibit D (if applicable) (Not Applicable)

Additional Requirements Associated with Funding Sources

If the Agreement is subject to any additional requirements imposed on the funding State agency by applicable law (including, but not limited to, bond, proposition and federal funding), then these additional requirements will be set forth in Exhibit D. If the University is a subrecipient, as defined in 2 CFR 200 (Uniform Guidance on Administrative Requirements, Audit Requirements and Cost Principles for Federal Financial Assistance), and the external funding entity is the federal government, the name of the federal agency, the prime award number (if available), and the Catalog of Federal Domestic Assistance (CFDA) program number will be listed in Exhibit D. (Please see sections 10.A and 10.B of the UTC.)

<table>
<thead>
<tr>
<th>Agency (Required for federal funding source)</th>
<th>Prime Agreement Number (if available)</th>
<th>If Federal, CFDA Number</th>
</tr>
</thead>
</table>

Revised 8.14.17
Exhibit E (if applicable) (Not Applicable)

Special Conditions for Security of Confidential Information

If the work or project results in additional legal and regulatory requirements regarding security of Confidential Information, those requirements regarding the use and disposition of the information, will be provided by the funding State agency in Exhibit E. (Please see section 8.E of the UTC.)
Exhibit F (if applicable) (Not Applicable)

Access to State Facilities or Computing Systems

Agency Requirements/Agreement

If the scope of work or project requires that the Universities have access to State agency facilities or computing systems and a separate agreement between the individual accessing the facility or system and the State agency is necessary, then the requirement for the agreement and the agreement itself will be listed in Exhibit F. (Please see section 20 of the UTC.)
Exhibit G – Negotiated Alternate UTC Terms (if applicable)

While every effort has been made to keep the UTC as universal in its application as possible, there may be unique projects where a given term in the UTC may be inappropriate or inadequate. AB20 allows for those terms to be changed, but only through the mutual agreement and negotiation of the State agency and the University campus. If a given term in the UTC is to be changed, the change should not be noted in Exhibit G, but rather noted separately in Exhibit G.

Appendix 1: Terms and Conditions for Interagency Agreements

1. Time: Time is of the essence in this Agreement. The Grantee will submit the required deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and/or scheduling issues, to adhere to the terms of the Agreement is the sole responsibility of the Grantee.

2. 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 disclosure under the Public Records Act.

3. Additional Audits: The Grantee agrees that the awarding department, the Department of General Services, the California State Auditor, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three years after the final payment, unless a longer period of records retention is stipulated by the State. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7; Pub. Contract Code §10115 et seq.; Cal. Code Regs., tit. 2, §1896.)

4. Provisions Relating to Data:
   a. Prior to the expiration of any legally required retention period and before destroying any data, the Grantee shall notify the State of any such contemplated action; and the State may within 30 days of said notification, determine whether or not the data shall be further preserved. The State shall pay the expense of further preserving the data. The State shall have unrestricted, reasonable access to the data that are preserved in accordance with this Agreement.
   b. The Grantee shall use its best efforts to furnish competent witnesses and to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.

5. Independent Grantee: The Grantee and the agents and employees of the Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the State.

6. 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 subsequent breach by OSHPD. OSHPD expressly reserves the right to disqualify the Grantee from any future grant awards for failure to comply with the terms of this Agreement.

7. Disputes: The 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 Program Manager. If unresolved, the problem shall be presented, in writing, as a grievance to the HWDD Deputy Director 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 working days after receipt of the written grievance from the Grantee and shall respond in writing to the Grantee indicating the decision and the reasons for it.

c. The Grantee may appeal the decision of the Deputy Director by submitting written notice to the Director of its intent to appeal, within ten working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the Grantee within twenty working days of receipt of the Grantee's letter. The Director's decision will be final.

8. 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.
Attachment R: Sample PCR Expansion Slots Contract 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 07/01/2018 ("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 2017 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 07/01/2018 and shall terminate on 08/15/2021.

C. Scope of Work: Grantee agrees to the Scope of Work as set forth herein. In the event of a conflict between the provisions of this section and the Grantee's Application, the provisions of this Scope of Work Section shall prevail.
Grantee:
Grant Number: 
Page 2 of 9


2. Under the direction of the Program Director, use Grant Funds to provide primary care training for Number (number) residents for a three (3) year cycle beginning 07/01/2018 and ending 6/30/2021. Each resident supported represents a permanent expansion of the program.

3. Grantee shall continue the training programs for residents funded by grants awarded through the Grant Agreement /Contract.

D. Program Reports:
Grantee shall submit a complete Final Report on a form to be provided by OSHPD within forty-five (45) days of the end of Payment Year 3 but no later than 08/15/2021.

E. Invoicing:
1. For services satisfactorily rendered in accordance with the Scope of Work, and upon receipt and approval of the certifications as specified in subsection (3) hereunder. OSHPD agrees to compensate Grantee in accordance with the rates specified herein.

2. The total amount payable to the Grantee under this Agreement shall not exceed $[Amount]

3. Certification 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 for payment on a quarterly basis in arrears to:

Song-Brown Training Program Administrator
Office of Statewide Health Planning and Development
Healthcare Workforce Development Division
2020 West El Camino Avenue, Suite 1222
Sacramento, CA 95833

4. OSHPD will withhold the final payment due to the Grantee under this Agreement until all required reports are submitted to OSHPD and approved. OSHPD will notify the Grantee in writing when the required reports have been approved.

Revised 8.14.17
F. **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>Payment Year</th>
<th>Period</th>
<th>Amount Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>7/01/2018 to 6/30/2019</td>
<td>$150,000 per resident per year x Number (number) residents</td>
</tr>
<tr>
<td>2</td>
<td>7/01/2019 to 6/30/2020</td>
<td>$150,000 per resident per year x Number (number) residents</td>
</tr>
<tr>
<td>3</td>
<td>7/01/2020 to 6/30/2021</td>
<td>$150,000 per resident per year x Number (number) residents</td>
</tr>
</tbody>
</table>
G. **Accounting Records and Audits:** Grantee shall comply with the following reporting requirements established by the Commission, as amended from time to time:

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

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

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

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

3. **Records Retention and Audit:**
   a. The training institution shall permit the OSHPD Director, or the California State Auditor, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its nursing education program for the purpose of audit and examination.
   b. The training institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this grant (hereinafter collectively called the “records”) to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.
   c. The training institution agrees to make available at the office of the training institution at all reasonable times during the period set forth in subparagraph (d) below any of the records for inspection, audit or reproduction by an authorized representative of the State.
   d. The training institution shall preserve and make available its records (a) for a period of three (3) years from the date of final payment under this Agreement, and (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by subparagraph (1) or (2) below:

   1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
2) Records which relate to (i) litigation of the settlement of claims arising out of the performance of this Agreement, or (ii) costs and expenses of this Agreement as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the training institution until disposition of such appeals, litigation, claims, or exceptions.

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, 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.

I. 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.

J. 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 §6546.7, 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.
K. **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>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section/Unit:</th>
<th>Health Care Workforce Development Division/Song-Brown</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Name (Main Contact):</td>
</tr>
<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Phone:</td>
</tr>
<tr>
<td>Email:</td>
<td>Email:</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>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section/Unit:</th>
<th>Healthcare Workforce Development Division/Song-Brown</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Name of Representative:</td>
</tr>
<tr>
<td>Address:</td>
<td>Address:</td>
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<tr>
<td>Phone:</td>
<td>Phone:</td>
</tr>
<tr>
<td>Email:</td>
<td>Email:</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 07/01/2018.

<table>
<thead>
<tr>
<th>OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT</th>
<th>GRANTEE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>Signature:</td>
</tr>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
</tbody>
</table>

Revised 8.14.17
Attachment S: Sample PCR Expansion Slots AB 20 Contract Provisions

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

1. This Agreement is entered into between the State Agency and the Contractor named below:

   STATE AGENCY'S NAME
   The Office of Statewide Health Planning and Development, hereinafter referred to as “State”

   CONTRACTOR'S NAME
   , hereinafter referred to as “University”

2. The term of this Agreement is:
   07/01/2018 through 08/15/2021

3. The maximum amount of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following Exhibits, which by this reference are made a part of the Agreement.

   Exhibit A - A8: A-Scope of Work; A1-Deliverables; A2-Key Personnel; A3-Authorized Representatives; A4-Preexisting Data; A5-CV/Resumes
   Other Exhibits A (when applicable): A6-Current & Pending Support; A7-Third Party Confidential Information Requirement

   Exhibit B - B-Budget; B1-Budget Justification; B2-Subrecipient Budgets (if applicable); B3-Invoice Elements

   Exhibit C - University Terms and Conditions

   Checkmark additional Exhibits below, and attach Exhibits or provide internet link:
   [ ] Exhibit D - Additional Requirements Associated with Funding Sources
   [ ] Exhibit E - Special Conditions for Security of Confidential Information
   [ ] Exhibit F - Access to State Facilities and Computing Resources
   [X] Exhibit G - If applicable

   UTC-116
   Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

<table>
<thead>
<tr>
<th>CONDUCTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)</td>
</tr>
<tr>
<td>BY (Authorized Signature)</td>
</tr>
<tr>
<td>PRINTED NAME AND TITLE OF PERSON SIGNING</td>
</tr>
<tr>
<td>ADDRESS</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AGENCY NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Office of Statewide Health Planning and Development</td>
</tr>
<tr>
<td>BY (Authorized Signature)</td>
</tr>
<tr>
<td>PRINTED NAME AND TITLE OF PERSON SIGNING</td>
</tr>
<tr>
<td>Lynne Edison, Procurement and Contracts Manager</td>
</tr>
<tr>
<td>ADDRESS</td>
</tr>
<tr>
<td>2020 West El Camino Avenue, Suite 1000, Sacramento, CA 95833</td>
</tr>
</tbody>
</table>

California Department of General Services Use Only

[ ] Exempt per: 

Revised 8.14.17
Exhibit A

Project Summary & Scope of Work

Project Summary/Abstract
Briefly describe the long-term objectives for achieving the stated goals of the project.

If Third-Party Confidential Information is to be provided by the State:

☐ Performance of the Scope of Work is anticipated to involve use of third-party Confidential Information and is subject to the terms of this Agreement; OR

☐ A separate CNDA between the University and third-party is required by the third-party and is incorporated in this Agreement as Exhibit A7.

Scope of Work
Describe the goals and specific objectives of the proposed project and summarize the expected outcomes. If applicable, describe the overall strategy, methodology, and analyses to be used. Include how the data will be collected, analyzed, and interpreted as well as any resource sharing plans as appropriate. Discuss potential problems, alternative strategies, and benchmarks for success anticipated to achieve the goals and objectives.

A. THIS GRANT AGREEMENT ("Agreement") is entered into on 07/01/2018 ("Effective Date") by and between the State of California, Office of Statewide Health Planning and Development (hereinafter "OSHPD") and (collectively the "Grantee").

B. 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.

C. WHEREAS Grantee applied to participate in the Song Brown Health Care Workforce Training Program, by submitting an application in response to the 2017 Primary Care Capitation Application.

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

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

F. Term of the Agreement: This Agreement shall take effect on the 07/01/2018 and shall terminate on 09/15/2021.
G. **Scope of Work:** Grantee agrees to the following Scope of Work. In the event of a conflict between the provisions of this section and the Grantee's Application, the provisions of this Scope of Work Section shall prevail:


- b. Under the direction of the Program Director, use Grant Funds to provide primary care training for **Number (number)** residents for a three (3) year cycle beginning 07/01/2018 and ending 6/30/2021. Each resident supported represents a permanent expansion of the program.

- c. Grantee's application, appendices, and forms are hereby incorporated into this Agreement as though fully set forth herein.

H. **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 for payment on a quarterly basis in arrears to:

   Song-Brown Training Program Administrator
   Office of Statewide Health Planning and Development
   Healthcare Workforce Development Division
   2020 West El Camino Avenue, Suite 1222
   Sacramento, CA 95833

4. OSHPD will withhold the final payment due to the Grantee under this Agreement until all required reports are submitted to OSHPD and approved. OSHPD will notify the Grantee in writing when the required reports have been approved.
Exhibit A1

SCHEDULE OF DELIVERABLES
List all items that will be delivered to the State under the proposed Scope of Work. Include all reports, including draft reports for State review, and any other deliverables, if requested by the State and agreed to by the Parties.

<table>
<thead>
<tr>
<th>Deliverable*</th>
<th>Description</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Reports</td>
<td>Grantee shall submit a complete Final Report on a form to be provided by OSHPD within forty-five (45) days of the end of Payment Year 3 but no later than 08/15/2021.</td>
<td>Within 45 days of the end of Payment Year 3</td>
</tr>
</tbody>
</table>

The following Deliverables are subject to paragraph 18. Copyrights, Section B of Exhibit C

* If use of any Deliverable is restricted or is anticipated to contain Preexisting Data or copyrightable works with any restricted use, it will be clearly identified in Exhibit A4, Use of Preexisting Data, Copyrighted Works and Deliverables.
Exhibit A2 \textbf{(Not Applicable)}

**KEY PERSONNEL**

List Key Personnel as defined in the Agreement starting with the PI, by last name, first name followed by Co-PIs. Then list all other Key Personnel in alphabetical order by last name. For each individual listed include his/her name, institutional affiliation, and role on the proposed project. Use additional consecutively numbered pages as necessary.

<table>
<thead>
<tr>
<th>Last Name, First Name</th>
<th>Institutional Affiliation</th>
<th>Role on Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>PI:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Last name, First name</td>
<td>institutional affiliation</td>
<td>Role on the project</td>
</tr>
<tr>
<td>Co-PI(ies) – if applicable:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Last name, First name</td>
<td>institutional affiliation</td>
<td>Role on the project</td>
</tr>
<tr>
<td>Last name, First name</td>
<td>institutional affiliation</td>
<td>Role on the project</td>
</tr>
<tr>
<td>Other Key Personnel (if applicable):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Last name, First name</td>
<td>institutional affiliation</td>
<td>Role on the project</td>
</tr>
<tr>
<td>Last name, First name</td>
<td>institutional affiliation</td>
<td>Role on the project</td>
</tr>
</tbody>
</table>
**Exhibit A3**

**AUTHORIZED REPRESENTATIVES AND NOTICES**

The following individuals are the authorized representatives for the State and the University under this Agreement. Any official Notices issued under the terms of this Agreement shall be addressed to the Authorized Official identified below, unless otherwise identified in the Agreement.

Changes in the University Principal Investigator are subject to the Key Personnel section of this Agreement. Changes in other contact information may be made by notification, in writing, between the parties.

<table>
<thead>
<tr>
<th>State Agency Contacts</th>
<th>University Contacts</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Agency Name:</strong></td>
<td><strong>University Name:</strong></td>
</tr>
<tr>
<td>Office of Statewide Health</td>
<td></td>
</tr>
<tr>
<td>Planning and Development</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Contract Project Manager</strong></th>
<th><strong>Principal Investigator</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong></td>
<td><strong>Name:</strong></td>
</tr>
<tr>
<td>Douglas Truong</td>
<td></td>
</tr>
<tr>
<td>Program Administrator</td>
<td></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td>Office of Statewide Health</td>
<td></td>
</tr>
<tr>
<td>Planning and Development</td>
<td></td>
</tr>
<tr>
<td>2020 West El Camino Avenue,</td>
<td></td>
</tr>
<tr>
<td>Suite 1222, Sacramento, CA 95833</td>
<td></td>
</tr>
<tr>
<td><strong>Telephone:</strong></td>
<td><strong>Telephone:</strong></td>
</tr>
<tr>
<td>(916) 326-3721</td>
<td></td>
</tr>
<tr>
<td><strong>Fax:</strong></td>
<td><strong>Fax:</strong></td>
</tr>
<tr>
<td><a href="mailto:douglas.truong@oshpd.ca.gov">douglas.truong@oshpd.ca.gov</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Authorized Official (contract officer)</strong></th>
<th><strong>Authorized Official</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Lynne Edison</td>
<td><strong>Name:</strong></td>
</tr>
<tr>
<td>Staff Services Manager 1</td>
<td></td>
</tr>
<tr>
<td>Procurement and Contract Services</td>
<td></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td>Office of Statewide Health Planning and</td>
<td></td>
</tr>
<tr>
<td>Development</td>
<td></td>
</tr>
<tr>
<td>2020 West El Camino Avenue, Suite 1000</td>
<td></td>
</tr>
<tr>
<td>Sacramento, CA 95833</td>
<td></td>
</tr>
<tr>
<td><strong>Telephone:</strong></td>
<td><strong>Telephone:</strong></td>
</tr>
<tr>
<td>(916) 326-3286</td>
<td></td>
</tr>
<tr>
<td><strong>Fax:</strong></td>
<td><strong>Fax:</strong></td>
</tr>
<tr>
<td><a href="mailto:lynne.edison@oshpd.ca.gov">lynne.edison@oshpd.ca.gov</a></td>
<td></td>
</tr>
</tbody>
</table>

**Revised 8.14.17**
Exhibit A4 (Not Applicable)

**USE OF PREEXISTING DATA, COPYRIGHTED WORKS AND DELIVERABLES**

If the either Party will be using any third-party or pre-existing data or copyrighted works that have restrictions on use, then list all such data or copyrighted works and the nature of the restriction below. If no third-party or pre-existing data or copyrighted works will be used, check “none” in this section.

A. State: Preexisting Data and/or copyrighted works to be provided to the University from the State or a third party for use in the performance in the Scope of Work.
   - None or List:
     | Owner (State Agency or 3rd Party) | Type of Data or copyrighted work (Restricted or Unrestricted) | Description | If Restricted, nature of restriction |
     |---------------------------------|-------------------------------------------------------------|-------------|-------------------------------------|

B. University: Use of preexisting Data or copyrighted works included in Deliverables identified in Exhibit A1.
   - None or List:
     | Owner (University or 3rd Party) | Type of Data or copyrighted work (Restricted or Unrestricted) | Description | If Restricted, nature of restriction |
     |---------------------------------|-------------------------------------------------------------|-------------|-------------------------------------|

C. Anticipated restrictions on use of Project Data
   If the University PI anticipates that any of the Project Data generated during the performance of the Scope of Work will have a restriction on use (such as subject identifying information in a data set) then list all such anticipated restrictions below. If there are no restrictions anticipated in the Project Data, then check “none” in this section.
   - None or List:
     | Owner (University or 3rd Party) | Description | Nature of Restriction |
     |---------------------------------|-------------|----------------------|

Revised 8.14.17
Exhibit A5 (Not Applicable)

CURRICULUM VITAES (CV) / RÉSUMÉS / BIOSKETCH

Attach CV/Résumé/Biosketch for Key Personnel listed in Exhibit A2.
### Exhibit A6 (Not Applicable)

**CURRENT & PENDING SUPPORT**

(Will be incorporated, if applicable.)

University will provide current & pending support information for Key Personnel identified in Exhibit A2 at time of proposal and upon request from State agency. The “Proposed Project” is this application that is submitted to the State. Add pages as needed.

<table>
<thead>
<tr>
<th>PI: NAME OF INDIVIDUAL</th>
<th>Status (currently active or pending approval)</th>
<th>Award # (if available)</th>
<th>Source (name of the sponsor)</th>
<th>Project Title</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Proposed Project</td>
<td></td>
<td></td>
<td></td>
<td>10/1/2010</td>
<td>12/31/2012</td>
</tr>
<tr>
<td></td>
<td>CURRENT</td>
<td>10/1/2010</td>
<td></td>
<td></td>
<td>10/1/2010</td>
<td>12/31/2012</td>
</tr>
<tr>
<td></td>
<td>PENDING</td>
<td>10/1/2010</td>
<td></td>
<td></td>
<td>10/1/2010</td>
<td>12/31/2012</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME OF INDIVIDUAL</th>
<th>Status</th>
<th>Award #</th>
<th>Source</th>
<th>Project Title</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Proposed Project</td>
<td></td>
<td></td>
<td></td>
<td>10/1/2010</td>
<td>12/31/2012</td>
</tr>
<tr>
<td></td>
<td>CURRENT</td>
<td>10/1/2010</td>
<td></td>
<td></td>
<td>10/1/2010</td>
<td>12/31/2012</td>
</tr>
<tr>
<td></td>
<td>CURRENT</td>
<td>10/1/2010</td>
<td></td>
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<td>10/1/2010</td>
<td>12/31/2012</td>
</tr>
<tr>
<td></td>
<td>PENDING</td>
<td>10/1/2010</td>
<td></td>
<td></td>
<td>10/1/2010</td>
<td>12/31/2012</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME OF INDIVIDUAL</th>
<th>Status</th>
<th>Award #</th>
<th>Source</th>
<th>Project Title</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Proposed Project</td>
<td></td>
<td></td>
<td></td>
<td>10/1/2010</td>
<td>12/31/2012</td>
</tr>
<tr>
<td></td>
<td>CURRENT</td>
<td>10/1/2010</td>
<td></td>
<td></td>
<td>10/1/2010</td>
<td>12/31/2012</td>
</tr>
<tr>
<td></td>
<td>CURRENT</td>
<td>10/1/2010</td>
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<td>12/31/2012</td>
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<tr>
<td></td>
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<td>10/1/2010</td>
<td>12/31/2012</td>
</tr>
</tbody>
</table>

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<td></td>
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<td>12/31/2012</td>
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<td>10/1/2010</td>
<td>12/31/2012</td>
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<td>CURRENT</td>
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<td>12/31/2012</td>
</tr>
<tr>
<td></td>
<td>PENDING</td>
<td>10/1/2010</td>
<td></td>
<td></td>
<td>10/1/2010</td>
<td>12/31/2012</td>
</tr>
</tbody>
</table>

Revised 8.14.17
Exhibit A7 (Not Applicable)

Third Party Confidential Information

Confidential Nondisclosure Agreement

(Identified in Exhibit A, Scope of Work – will be incorporated, if applicable)

If the scope of work requires the provision of third party confidential information to either the State or the Universities, then any requirement of the third party in the use and disposition of the confidential information will be listed below. The third party may require a separate Confidential Nondisclosure Agreement (CNDA) as a requirement to use the confidential information. Any CNDA will be identified in this Exhibit A7.
### Exhibit B

**Budget Estimate for Project Period**

<table>
<thead>
<tr>
<th>Payment Year</th>
<th>Duration</th>
<th>Amount Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment Year 1</td>
<td>7/01/2018 to 6/30/2019</td>
<td>$150,000 per resident per year x Number (number) residents</td>
<td>$0</td>
</tr>
<tr>
<td>Payment Year 2</td>
<td>7/01/2019 to 6/30/2020</td>
<td>$150,000 per resident per year x Number (number) residents</td>
<td>$0</td>
</tr>
<tr>
<td>Payment Year 3</td>
<td>7/01/2020 to 6/30/2021</td>
<td>$150,000 per resident per year x Number (number) residents</td>
<td>$0</td>
</tr>
</tbody>
</table>
Exhibit B1

Budget Justification

The Budget Justification will include the following items in this format.

Personnel

Name. Starting with the Principal Investigator list the names of all known personnel who will be involved on the project for each year of the proposed project period. Include all collaborating investigators, individuals in training, technical and support staff or include as “to be determined” (TBD).

Role on Project. For all personnel by name, position, function, and a percentage level of effort (as appropriate), including “to-be-determined” positions.

Fringe Benefits

In accordance with University policy, explain the costs included in the budgeted fringe benefit percentages used, which could include tuition/fees reimbursement for qualifying personnel to the extent that such costs are provided for by University policy, to estimate the fringe benefit expenses on Exhibit B.

See Exhibit B.

Travel

Itemize all travel requests separately by trip and justify in Exhibit B, in accordance with University travel guidelines. Provide the purpose, destination, travelers (name or position/role), and duration of each trip. Include detail on airfare, lodging and mileage expenses, if applicable. Should the application include a request for travel outside of the state of California, justify the need for those out-of-state trips separately and completely.

See Exhibit B.

Materials and Supplies

Itemize materials and supplies in separate categories. Include a complete justification of the project’s need for these items. Theft sensitive equipment (under $5,000) must be justified and tracked separately in accordance with State Contracting Manual Section 7.19.

See Exhibit B.

Equipment

List each item of equipment (greater than or equal to $5,000 with a useful life of more than one year) with amount requested separately and justify each.

See Exhibit B.

Consultant Costs

Consultants are individuals/organizations who provide expert advisory or other services for brief or limited periods, and do not provide a percentage of effort to the project or program. Consultants are not involved in the scientific or technical direction of the project as a whole. Provide the names and organizational affiliations of all consultants. Describe the services to be performed, and include the number of days of anticipated consultation, the expected rate of compensation, travel, per diem, and other related costs.

See Exhibit B.

Subawardee (Consortium/Subrecipient) Costs

Each participating consortium organization must submit a separate detailed budget for every year in the project period in Exhibit B. Subcontracts. Include a complete justification for the need for any subawardee listed in the application.

See Exhibit B.

Other Direct Costs

Itemize any other expenses by category and cost. Specifically justify costs that may typically be treated as indirect costs. For example, if insurance, telecommunication, or IT costs are charged as a direct expense, explain reason and methodology.

See Exhibit B.

Rent

If the scope of work will be performed in an off-campus facility rented from a third party for a specific project or projects, then rent may be charged as a direct expense to the award.

See Exhibit B.

Indirect (F&A) Costs

Indirect costs are calculated in accordance with the University budgeted indirect costs in Exhibit B.

See Exhibit B.
## Exhibit B2 (Not Applicable)

**Budget Estimates Pertaining to Subcontractors (when applicable)**

Principal Investigator Last, First: ____________________________

### COMPOSITE BUDGET: ESTIMATE FOR ENTIRE PROPOSED PROJECT PERIOD

<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>Personnel: Salaries and fringe benefits</td>
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<td>Travel</td>
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<td>Materials &amp; Supplies</td>
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<td>$0</td>
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<tr>
<td>TOTAL DIRECT COSTS</td>
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</tr>
<tr>
<td>Indirect (F&amp;A) Costs</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>Indirect (F&amp;A) Costs</td>
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<td>$0</td>
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<tr>
<td>TOTAL ESTIMATED COSTS PER YEAR</td>
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<td>$0</td>
<td>$0</td>
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<td>TOTALenstein Estimated Full Project Period</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
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</table>

**Funds Reversion Dates**

<table>
<thead>
<tr>
<th>Date</th>
<th>06/30/2018</th>
<th>06/30/2019</th>
<th>06/30/2020</th>
</tr>
</thead>
</table>

**Project Period Budget Flexibility (Lesser of % or Amount)**

- For approval required for budget changes between specified cost categories above the thresholds defined, enter Amount: $10,000

Revised 8.14.17
Exhibit B3 (Not Applicable)

Invoice and Detailed Transaction Ledger Elements

In accordance with Section 14 – Payment and Invoicing, the invoice, summary report and/or transaction/payroll ledger shall be certified by the University’s Financial Contact and the PI.

Summary Invoice – includes either on the invoice or in a separate summary document – by approved budget category (Exhibit B) – expenditures for the invoice period, approved budget, cumulative expenditures and budget balance available.

- Personnel
- Equipment
- Travel
- Subawardee – Consultants
- Subawardee – Subcontract/Subrecipients
- Materials & Supplies
- Other Direct Costs
  - TOTAL DIRECT COSTS (if available from system)
- Indirect Costs
  - TOTAL

Detailed transaction ledger and/or payroll ledger for the invoice period

- Univ Fund OR Agency Award # (to connect to invoice summary)
- Invoice/Report Period (matching invoice summary)
- GL Account/Object Code
- Doc Type (or subledger reference)
- Transaction Reference#
- Transaction Description, Vendor and/or Employee Name
- Transaction Posting Date
- Time Worked
- Transaction Amount

1 If this information is not on the invoice or summary attachment, it may be included in a detailed transaction ledger.

2 For salaries and wages, these elements are anticipated to be included in the detailed transaction ledger. If all elements are not contained in the transaction ledger, then a separate payroll ledger may be provided with the required elements.

Revised 8.14.17
Exhibit C

UTC-116

AB20 State/University Model Agreement Terms & Conditions

Revised 8.14.17
Exhibit D (if applicable) (Not Applicable)

Additional Requirements Associated with Funding Sources

If the Agreement is subject to any additional requirements imposed on the funding State agency by applicable law (including, but not limited to, bond, proposition and federal funding), then these additional requirements will be set forth in Exhibit D. If the University is a subrecipient, as defined in 2 CFR 200 (Uniform Guidance on Administrative Requirements, Audit Requirements and Cost Principles for Federal Financial Assistance), and the external funding entity is the federal government, the name of the federal agency, the prime award number (if available), and the Catalog of Federal Domestic Assistance (CFDA) program number will be listed in Exhibit D. (Please see sections 10.A and 10.B of the UTC.)

<table>
<thead>
<tr>
<th>Agency (Required for federal funding source)</th>
<th>Prime Agreement Number (if available)</th>
<th>If Federal, CFDA Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Revised 8.14.17
Exhibit E (if applicable) (Not Applicable)

Special Conditions for Security of Confidential Information

If the work or project results in additional legal and regulatory requirements regarding security of Confidential Information, those requirements regarding the use and disposition of the information, will be provided by the funding State agency in Exhibit E. (Please see section 8. E of the UTC.)
Exhibit F (if applicable) (Not Applicable)

Access to State Facilities or Computing Systems

Agency Requirements/Agreement

If the scope of work or project requires that the Universities have access to State agency facilities or computing systems and a separate agreement between the individual accessing the facility or system and the State agency is necessary, then the requirement for the agreement and the agreement itself will be listed in Exhibit F. (Please see section 20 of the UTC.)
Exhibit G – Negotiated Alternate UTC Terms (if applicable)

While every effort has been made to keep the UTC as universal in its application as possible, there may be unique projects where a given term in the UTC may be inappropriate or inadequate. AB20 allows for those terms to be changed, but only through the mutual agreement and consultation of the State agency and the University campus. If a given term in the UTC is to be changed, the change should not be noted in Exhibit G, but rather noted separately in Exhibit G.

Appendix 1: Terms and Conditions for Interagency Agreements

1. Time: Time is of the essence in this Agreement. The Grantee will submit the required deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and/or scheduling issues, to adhere to the terms of the Agreement is the sole responsibility of the Grantee.

2. Ownership and Public Records Act: All reports and the supporting documentation and data collected during the funding period which are embedded in those reports, shall become the property of the State and subject to disclosure under the Public Records Act.

3. Additional Audits: The Grantee agrees that the awarding department, the Department of General Services, the California State Auditor, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three years after the final payment, unless a longer period of records retention is stipulated by the State. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7; Pub. Contract Code §10115 et seq.; Cal. Code Regs., tit. 2, §1896.)

4. Provisions Relating to Data:
   a. Prior to the expiration of any legally required retention period and before destroying any data, the Grantee shall notify the State of any such contemplated action; and the State may within 30 days of said notification, determine whether or not the data shall be further preserved. The State shall pay the expense of further preserving the data. The State shall have unrestricted, reasonable access to the data that are preserved in accordance with this Agreement.
   b. The Grantee shall use its best efforts to furnish competent witnesses and to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.

5. Independent Grantee: The Grantee and the agents and employees of the Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the State.

6. 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 subsequent breach by OSHPD. OSHPD expressly reserves the right to disqualify the Grantee from any future grant awards for failure to comply with the terms of this Agreement.

7. Disputes: The 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 Program Manager. If unresolved, the problem shall be presented, in writing, as a grievance to the HWDD Deputy Director 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 working days after receipt of the written grievance from the Grantee and shall respond in writing to the Grantee indicating the decision and the reasons for it.

c. The Grantee may appeal the decision of the Deputy Director by submitting written notice to the Director of its intent to appeal, within ten working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the Grantee within twenty working days of receipt of the Grantee's letter. The Director's decision will be final.

8. 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.
Attachment T: Sample New PCR Programs Contract 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 01/01/2018 ("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 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 2017 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 01/01/2018 and shall terminate on 2/15/2019.

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.
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 or the American Osteopathic Association.

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. Program Reports:

Grantee shall submit a complete Final Report on a form to be provided by OSHPD. Final report shall be completed no later than 03/15/2019.

E. Invoicing:

1. 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 upon reviewing the Final Report. OSHPD will notify the Grantee in writing when the required reports have been approved.

2. Indirect costs are not an allowable expense.

3. If all grant funds have not been expended upon completion of the Final Report, OSHPD will request the remittance of all unexpended funds. If OSHPD determines that improper payments have been made to Grantee, OSHPD will request disgorge 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 disgorge 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.
F. 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>
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<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>
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<td></td>
</tr>
<tr>
<td>[Equipment over $500.00]</td>
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</tr>
<tr>
<td>(4) Consultant Costs</td>
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<td></td>
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<tr>
<td>[Consultant costs associated with accreditation of a hospital or clinic based graduate medical education program]</td>
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<tr>
<td>(5) Subtotal</td>
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<tr>
<td>(6) Indirect Costs – NOT ALLOWED</td>
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</tr>
<tr>
<td>(7) Total Proposed Budget</td>
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<td></td>
</tr>
</tbody>
</table>
G. Accounting Records and Audits: Grantee shall comply with the following reporting requirements established by the Commission, as amended from time to time:

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

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

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

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

3. Records Retention and Audit:

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

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

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

   d. The training institution shall preserve and make available its records (a) for a period of three (3) years from the date of final payment under this Agreement, and (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by subparagraph (1) or (2) below:

   1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
2) Records which relate to (i) litigation of the settlement of claims arising out of the performance of this Agreement, or (ii) costs and expenses of this Agreement as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the training institution until disposition of such appeals, litigation, claims, or exceptions.

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, 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.

I. 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.

J. 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 §6546.7, 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.

Revised 8.14.17
K. **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>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section/Unit:</th>
<th>Name (Main Contact):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Healthcare Workforce Development Division/Song-Brown</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address:</th>
<th>Phone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td></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 07/01/2018.

OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT

GRANTEE:

Signature: ___________________________  Signature: ___________________________

Name: ___________________________    Name: ___________________________

Title: ___________________________    Title: ___________________________
Attachment U: Sample New PCR Programs AB 20 Contract Provisions

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

1. This Agreement is entered into between the State Agency and the Contractor named below:

   STATE AGENCY’S NAME
   The Office of Statewide Health Planning and Development, hereinafter referred to as “State"

   CONTRACTOR’S NAME
   , hereinafter referred to as “University”

2. The term of this Agreement is:

   01/01/2018 through 02/15/2019

3. The maximum amount of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following Exhibits, which by this reference are made a part of the Agreement:

   Exhibit A – A: Scope of Work; A1–Deliverables; A2–Key Personnel; A3–Authorized Representatives; A4–Preexisting Data; A5–CV/Resumes
   Other Exhibits A (when applicable): A6–Current & Pending Support; A7–Third Party Confidential Information Requirement
   Exhibit B – B: Budget; B1–Budget Justification; B2–Subrecipient Budgets (if applicable); B3–Invoice Elements
   Exhibit C – University Terms and Conditions
   Exhibit D – Additional Requirements Associated with Funding Sources
   Exhibit E – Special Conditions for Security of Confidential Information
   Exhibit F – Access to State Facilities and Computing Resources
   Exhibit G – If applicable

   Check mark additional Exhibits below, and attach Exhibits or provide internet link:
   ☐ Exhibit D – Additional Requirements Associated with Funding Sources 0 page(s)
   ☐ Exhibit E – Special Conditions for Security of Confidential Information 0 page(s)
   ☐ Exhibit F – Access to State Facilities and Computing Resources 0 page(s)
   ☐ Exhibit G – If applicable 0 page(s)

   Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto.
   These documents can be viewed at http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx.

   IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

   CONTRACTOR
   California Department of General Services Use Only
   PRINTED NAME AND TITLE OF PERSON SIGNING
   DATE SIGNED (Do not type)

   AGENCY NAME
   The Office of Statewide Health Planning and Development

   PRINTED NAME AND TITLE OF PERSON SIGNING
   Lynne Edison, Procurement and Contracts Manager
   ADDRESS
   2020 West El Camino Avenue, Suite 1000, Sacramento, CA 95833

Exhibit A

Revised 8.14.17
Project Summary & Scope of Work

Project Summary/Abstract

Briefly describe the long-term objectives for achieving the stated goals of the project.

If Third-Party Confidential Information is to be provided by the State:

☐ Performance of the Scope of Work is anticipated to involve use of third-party Confidential Information and is subject to the terms of this Agreement; OR

☐ A separate CNDA between the University and third-party is required by the third-party and is incorporated in this Agreement as Exhibit A/.

Scope of Work

Describe the goals and specific objectives of the proposed project and summarize the expected outcomes. If applicable, describe the overall strategy, methodology, and analyses to be used. Include how the data will be collected, analyzed, and interpreted as well as any resource sharing plans as appropriate. Discuss potential problems, alternative strategies, and benchmarks for success anticipated to achieve the goals and objectives.

A. THIS GRANT AGREEMENT ("Agreement") is entered into on 01/01/2018 ("Effective Date") by and between the State of California, Office of Statewide Health Planning and Development (hereinafter “OSHPD”) and (collectively the "Grantee").

B. 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.

C. WHEREAS Grantee applied to participate in the Song Brown Health Care Workforce Training Program, by submitting an application in response to the 2017 Primary Care Capitation Application.

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

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

F. Term of the Agreement: This Agreement shall take effect on the 01/01/2018 and shall terminate on 02/15/2019.
G. **Scope of Work**: Grantee agrees to the following Scope of Work. In the event of a conflict between the provisions of this section and the Grantee's Application, the provisions of this Scope of Work Section shall prevail:


   b. 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 or the American Osteopathic Association.

   c. Grantee's application, appendices, and forms are hereby incorporated into this Agreement as though fully set forth herein.

H. **Invoicing**:

1. 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 upon reviewing the Final Report. OSHPD will notify the Grantee in writing when the required reports have been approved.

2. Indirect costs are not an allowable expense.

3. If all grant funds have not been expended upon completion of the Final Report, 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.
Exhibit A1

**SCHEDULE OF DELIVERABLES**

List all items that will be delivered to the State under the proposed Scope of Work. Include all reports, including draft reports for State review, and any other deliverables, if requested by the State and agreed to by the Parties.

<table>
<thead>
<tr>
<th>Deliverable*</th>
<th>Description</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Reports</td>
<td>Grantee shall submit a complete Final Report on a form to be provided by OSHPD within forty-five (45) days of the end of Payment Year but no later than 02/15/2019.</td>
<td>Within 45 days of the end of Payment Year</td>
</tr>
</tbody>
</table>

The following Deliverables are subject to paragraph 18. Copyrights, Section B of Exhibit C

* If use of any Deliverable is restricted or is anticipated to contain Preexisting Data or copyrightable works with any restricted use, it will be clearly identified in Exhibit A4, Use of Preexisting Data, Copyrighted Works and Deliverables.
**Exhibit A2 (Not Applicable)**

**KEY PERSONNEL**

List Key Personnel as defined in the Agreement starting with the PI, by last name, first name followed by Co-PI(s). Then list all other Key Personnel in alphabetical order by last name. For each individual listed include his/her name, institutional affiliation, and role on the proposed project. Use additional consecutively numbered pages as necessary.

<table>
<thead>
<tr>
<th>Last Name, First Name</th>
<th>Institutional Affiliation</th>
<th>Role on Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>PI:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Last name, First name</td>
<td>institutional affiliation</td>
<td>Role on the project</td>
</tr>
<tr>
<td>Co-PI(s) – if applicable:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Last name, First name</td>
<td>institutional affiliation</td>
<td>Role on the project</td>
</tr>
<tr>
<td>Last name, First name</td>
<td>institutional affiliation</td>
<td>Role on the project</td>
</tr>
<tr>
<td>Other Key Personnel (if applicable):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Last name, First name</td>
<td>institutional affiliation</td>
<td>Role on the project</td>
</tr>
<tr>
<td>Last name, First name</td>
<td>institutional affiliation</td>
<td>Role on the project</td>
</tr>
</tbody>
</table>
### Exhibit A3

**AUTHORIZED REPRESENTATIVES AND NOTICES**

The following individuals are the authorized representatives for the State and the University under this Agreement. Any official Notices issued under the terms of this Agreement shall be addressed to the Authorized Official identified below, unless otherwise identified in the Agreement.

Changes in the University Principal Investigator are subject to the Key Personnel section of this Agreement. Changes in other contact information may be made by notification, in writing, between the parties.

<table>
<thead>
<tr>
<th>State Agency Contacts</th>
<th>University Contacts</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Agency Name:</strong> Office of Statewide Health Planning and Development</td>
<td><strong>University Name:</strong> (not listed)</td>
</tr>
<tr>
<td><strong>Contract Project Manager (Technical)</strong></td>
<td></td>
</tr>
<tr>
<td>Name: Douglas Truong</td>
<td><strong>Principal Investigator</strong></td>
</tr>
<tr>
<td>Program Administrator</td>
<td>Name: (not listed)</td>
</tr>
<tr>
<td>Address: Office of Statewide Health Planning and Development</td>
<td>Address: (not listed)</td>
</tr>
<tr>
<td>2020 West El Camino Avenue, Suite 1222</td>
<td>Telephone: (not listed)</td>
</tr>
<tr>
<td>Sacramento, CA 95833</td>
<td>Fax: (not listed)</td>
</tr>
<tr>
<td>Telephone: (916) 326-3721</td>
<td>Email: (not listed)</td>
</tr>
<tr>
<td>Fax: <a href="mailto:douglas.truong@oshpd.ca.gov">douglas.truong@oshpd.ca.gov</a></td>
<td></td>
</tr>
<tr>
<td><strong>Authorized Official (contract officer)</strong></td>
<td></td>
</tr>
<tr>
<td>Name: Lynne Edison</td>
<td><strong>Authorized Official</strong></td>
</tr>
<tr>
<td>Staff Services Manager 1</td>
<td>Name: (not listed)</td>
</tr>
<tr>
<td>Procurement and Contract Services</td>
<td>Address: (not listed)</td>
</tr>
<tr>
<td>Address: Office of Statewide Health Planning and Development</td>
<td>Telephone: (not listed)</td>
</tr>
<tr>
<td>2020 West El Camino Avenue, Suite 1000</td>
<td>Fax: (not listed)</td>
</tr>
<tr>
<td>Sacramento, CA 95833</td>
<td>Email: (not listed)</td>
</tr>
<tr>
<td>Telephone: (916) 326-3286</td>
<td></td>
</tr>
<tr>
<td>Fax: <a href="mailto:lynne.edison@oshpd.ca.gov">lynne.edison@oshpd.ca.gov</a></td>
<td></td>
</tr>
</tbody>
</table>
**Exhibit A4 (Not Applicable)**

**USE OF PREEXISTING DATA, COPYRIGHTED WORKS AND DELIVERABLES**

If the either Party will be using any third-party or pre-existing data or copyrighted works that have restrictions on use, then list all such data or copyrighted works and the nature of the restriction below. If no third-party or pre-existing data or copyrighted works will be used, check "none" in this section.

A. State: Preexisting Data and/or copyrighted works to be provided to the University from the State or a third party for use in the performance in the Scope of Work.

- **None or List:**

<table>
<thead>
<tr>
<th>Owner (State Agency or 3rd Party)</th>
<th>Type of Data or copyrighted work (Restricted or Unrestricted)</th>
<th>Description</th>
<th>If Restricted, nature of restriction</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. University: Use of Freeexisting Data or copyrighted works included in Deliverables identified in Exhibit A1.

- **None or List:**

<table>
<thead>
<tr>
<th>Owner (University or 3rd Party)</th>
<th>Type of Data or copyrighted work (Restricted or Unrestricted)</th>
<th>Description</th>
<th>If Restricted, nature of restriction</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

C. Anticipated restrictions on use of Project Data

- **None or List:**

<table>
<thead>
<tr>
<th>Owner (University or 3rd Party)</th>
<th>Description</th>
<th>Nature of Restriction</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Revised 8.14.17
Exhibit A5 (Not Applicable)

CURRICULUM VITAES (CV) / RÉSUMÉS / BIOSKETCH

Attach CV/Résumé/Biosketch for Key Personnel listed in Exhibit A2.

Revised 8.14.17
**Exhibit A6 (Not Applicable)**

**CURRENT & PENDING SUPPORT**

*(Will be incorporated, if applicable.)*

University will provide current & pending support information for Key Personnel identified in Exhibit A2 at time of proposal and upon request from State agency. The "Proposed Project" is this application that is submitted to the State. Add pages as needed.

<table>
<thead>
<tr>
<th>NAME OF INDIVIDUAL</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Project</td>
<td>10/1/2010</td>
<td>12/31/2012</td>
</tr>
<tr>
<td>CURRENT</td>
<td>10/1/2010</td>
<td>12/31/2012</td>
</tr>
<tr>
<td>PENDING</td>
<td>10/1/2010</td>
<td>12/31/2012</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME OF INDIVIDUAL</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Project</td>
<td>10/1/2010</td>
<td>12/31/2012</td>
</tr>
<tr>
<td>CURRENT</td>
<td>10/1/2010</td>
<td>12/31/2012</td>
</tr>
<tr>
<td>PENDING</td>
<td>10/1/2010</td>
<td>12/31/2012</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME OF INDIVIDUAL</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Project</td>
<td>10/1/2010</td>
<td>12/31/2012</td>
</tr>
<tr>
<td>CURRENT</td>
<td>10/1/2010</td>
<td>12/31/2012</td>
</tr>
<tr>
<td>PENDING</td>
<td>10/1/2010</td>
<td>12/31/2012</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME OF INDIVIDUAL</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Project</td>
<td>10/1/2010</td>
<td>12/31/2012</td>
</tr>
<tr>
<td>CURRENT</td>
<td>10/1/2010</td>
<td>12/31/2012</td>
</tr>
<tr>
<td>PENDING</td>
<td>10/1/2010</td>
<td>12/31/2012</td>
</tr>
</tbody>
</table>
Exhibit A7 *(Not Applicable)*

Third Party Confidential Information

Confidential Nondisclosure Agreement

*(Identified in Exhibit A, Scope of Work – will be incorporated, if applicable)*

If the scope of work requires the provision of third party confidential information to either the State or the Universities, then any requirement of the third party in the use and disposition of the confidential information will be listed below. The third party may require a separate Confidential Nondisclosure Agreement (CNDA) as a requirement to use the confidential information. Any CNDA will be identified in this Exhibit A7.
Exhibit B
Budget Estimate for Project Period

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>
Exhibit B1

Budget Justification

The Budget Justification will include the following items in this format.

Personnel

Name. Starting with the Principal Investigator list the names of all known personnel who will be involved on the project for each year of the proposed project period. Include all collaborating investigators, individuals in training, technical and support staff or include as “to be determined” (TBD).

Role on Project. For all personnel by name, position, function, and a percentage level of effort (as appropriate), including “to-be-determined” positions.

Fringe Benefits

In accordance with University policy, explain the costs included in the budgeted fringe benefits percentages used, which could include tuition/reimbursement for qualifying personnel to the extent that such costs are provided for by University policy, to estimate the fringe benefit expenses on Exhibit B.

See Exhibit B.

Travel

Summarize all travel requests separately by trip and justify in Exhibit B, in accordance with University travel guidelines. Provide the purpose, destination, travelers (name or position/role), and duration of each trip. Include details on airfare, lodging and mileage expenses, if applicable. Should the application include a request for travel outside of the state of California, justify the need for those out-of-state trips separately and completely.

See Exhibit B.

Materials and Supplies

Summarize materials supplies in separate categories. Include a complete justification of the project’s need for these items. Theft sensitive equipment (under $1,000) must be justified and tracked separately in accordance with State Contracting Manual Section 7.29.

See Exhibit B.

Equipment

List each item of equipment (greater than or equal to $5,000 with a useful life of more than one year) with amount requested separately and justify each.

See Exhibit B.

Consultant Costs

Consultants are individuals or organizations who provide expert advisory or other services for brief or limited periods and do not provide a percentage of effort to the project or program. Consultants are not involved in the scientific or technical direction of the project as a whole.

Provide the names and organizational affiliations of all consultants. Describe the services to be performed, and include the number of days of anticipated consultation, the expected rate of compensation, travel, per diem, and other related costs.

See Exhibit B.

Subawardee (Consortium/Subrecipient) Costs

Each participating consortium organization must submit a separate detailed budget for every year in the project period in Exhibit B. Subcontracts. Include a complete justification for the need for any subawardee listed in the application.

See Exhibit B.

Other Direct Costs

Summarize any other expenses by category and cost. Specifically justify costs that may typically be treated as indirect costs. For example, if insurance, telecommunication, or IT costs are charged as a direct expense, explain reason and methodology.

See Exhibit B.

Rent

If the scope of work will be performed in an off-campus facility rented from a third party for a specific project or projects, then rent may be charged as a direct expense to the award.

See Exhibit B.

Indirect (F&A) Costs

Indirect costs are calculated in accordance with the University budgeted indirect costs in Exhibit B.

See Exhibit B.
Exhibit B2 (Not Applicable)

Budget Estimates Pertaining to Subcontractors (when applicable)

<table>
<thead>
<tr>
<th>Principal Investigator Last, First:</th>
<th>Exhibit B2</th>
</tr>
</thead>
</table>

**COMPOSITE BUDGET: ESTIMATE FOR ENTIRE PROPOSED PROJECT PERIOD**

<table>
<thead>
<tr>
<th>From To</th>
<th>7/1/2014</th>
<th>7/1/2015</th>
<th>7/1/2016</th>
<th>7/1/2017</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUDGET CATEGORY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PERSONNEL - Wages and fringe benefits</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>TRAVEL</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>MATERIALS &amp; SUPPLIES</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>EQUIPMENT</td>
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<td>$0</td>
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<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>CONSULTANT</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>SUBTOTAL</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>OTHER DIRECT COSTS (ODC)</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
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</table>

**Funds Reimbursement Dates**

| 06/30/2014 | 06/30/2015 | 06/30/2016 |

**Project Period Budget Flexibility (Lesser of % or Amount)**

- For approval required for budget changes between specified cost categories above or the approved ceiling.
- Amount: $10,000

Revised 8.14.17
Exhibit B3 (Not Applicable)

Invoice and Detailed Transaction Ledger Elements

In accordance with Section 14 – Payment and Invoicing, the invoice, summary report and/or transaction/payroll ledger shall be certified by the University’s Financial Contact and the PI.

Summary Invoice – includes either on the invoice or in a separate summary document – by approved budget category [Exhibit B] – expenditures for the invoice period, approved budget, cumulative expenditures and budget balance available:

- Personnel
- Equipment
- Travel
- Subawardee – Consultants
- Subawardee – Subcontract/Subrecipients
- Materials & Supplies
- Other Direct Costs
  - TOTAL DIRECT COSTS (if available from system)
- Indirect Costs
  - TOTAL

Detailed transaction ledger and/or payroll ledger for the invoice period:

- Univ Fund OR Agency Award # (to connect to invoice summary)
- Invoice/Report Period (matching invoice summary)
- GL Account/Object Code
- Doc Type (or subledger reference)
- Transaction Reference#
- Transaction Description, Vendor and/or Employee Name
- Transaction Posting Date
- Time Worked
- Transaction Amount

1 If this information is not on the invoice or summary attachment, it may be included in a detailed transaction ledger.

2 For salaries and wages, these elements are anticipated to be included in the detailed transaction ledger. If all elements are not contained in the transaction ledger, then a separate payroll ledger may be provided with the required elements.
Exhibit C
UTC-116

AB20 State/University Model Agreement Terms & Conditions
Exhibit D (if applicable) (Not Applicable)

Additional Requirements Associated with Funding Sources

If the Agreement is subject to any additional requirements imposed on the funding State agency by applicable law (including, but not limited to, bond, proposition and federal funding), then these additional requirements will be set forth in Exhibit D. If the University is a subrecipient, as defined in 2 CFR 200 (Uniform Guidance on Administrative Requirements, Audit Requirements and Cost Principles for Federal Financial Assistance), and the external funding entity is the federal government, the name of the federal agency, the prime award number (if available), and the Catalog of Federal Domestic Assistance (CFDA) program number will be listed in Exhibit D. (Please see sections 10.A and 10.B of the UTC.)

<table>
<thead>
<tr>
<th>Agency (Required for federal funding source)</th>
<th>Prime Agreement Number (if available)</th>
<th>If Federal, CFDA Number</th>
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<tbody>
<tr>
<td></td>
<td></td>
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</table>

Revised 8.14.17
Exhibit E (if applicable) (Not Applicable)

Special Conditions for Security of Confidential Information

If the of work or project results in additional legal and regulatory requirements regarding security of Confidential Information, those requirements regarding the use and disposition of the information, will be provided by the funding State agency in Exhibit E. (Please see section 8.E of the UTC.)
Exhibit F (if applicable) (Not Applicable)

Access to State Facilities or Computing Systems

Agency Requirements/Agreement

If the scope of work or project requires that the Universities have access to State agency facilities or computing systems and a separate agreement between the individual accessing the facility or system and the State agency is necessary, then the requirement for the agreement and the agreement itself will be listed in Exhibit F. (Please see section 20 of the UTC.)
Exhibit G – Negotiated Alternate UTC Terms (if applicable)

While every effort has been made to keep the UTC as universal in its application as possible, there may be unique projects where a given term in the UTC may be inappropriate or inadequate. AB20 allows for those terms to be changed, but only through the mutual agreement and negotiation of the State agency and the University campus. If a given term in the UTC is to be changed, the change should not be noted in Exhibit G, but rather noted separately in Exhibit G.

Appendix 1: Terms and Conditions for Interagency Agreements

1. Time: Time is of the essence in this Agreement. The Grantee will submit the required deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and/or scheduling issues, to adhere to the terms of the Agreement is the sole responsibility of the Grantee.

2. 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 disclosure under the Public Records Act.

3. Additional Audits: The Grantee agrees that the awarding department, the Department of General Services, the California State Auditor, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three years the after final payment, unless a longer period of records retention is stipulated by the State. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §6546.7; Pub. Contract Code §10115 et seq.; Cal. Code Regs., tit. 2, §1896.)

4. Provisions Relating to Data:
   a. Prior to the expiration of any legally required retention period and before destroying any data, the Grantee shall notify the State of any such contemplated action; and the State may within 30 days of said notification, determine whether or not the data shall be further preserved. The State shall pay the expense of further preserving the data. The State shall have unrestricted, reasonable access to the data that are preserved in accordance with this Agreement.
   b. The Grantee shall use its best efforts to furnish competent witnesses and to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.

5. Independent Grantee: The Grantee and the agents and employees of the Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the State.

6. 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 subsequent breach by OSHPD. OSHPD expressly reserves the right to disqualify the Grantee from any future grant awards for failure to comply with the terms of this Agreement.

7. Disputes: The 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 Program Manager. If unresolved, the problem shall be presented, in writing, as a grievance to the HWDD Deputy Director 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 working days after receipt of the written grievance from the Grantee and shall respond in writing to the Grantee indicating the decision and the reasons for it.

c. The Grantee may appeal the decision of the Deputy Director by submitting written notice to the Director of its intent to appeal, within ten working days of receipt of the Deputy Director’s decision. The Director or designee shall meet with the Grantee within twenty working days of receipt of the Grantee’s letter. The Director's decision will be final.

8. 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.