

**FAMILY MEDICINE RESIDENT COMMUNITY HEALTH IMPACT
GRANT AGREEMENT**

This FAMILY MEDICINE RESIDENT COMMUNITY HEALTH IMPACT GRANT AGREEMENT (“Agreement”) is made and effective this X day of **May 2024** by and between The Pennsylvania Academy of Family Physicians Foundation (“PAFP/F”), a Pennsylvania non-profit organization and _____ (“Recipient”), a Pennsylvania Family Medicine Residency.

WHEREAS PAFP/F is a non-profit foundation whose mission is to advance family medicine and education and to enhance the health and well being of residents of the Commonwealth of Pennsylvania; and

WHEREAS Recipient is a Family Medicine Residency Program; and

WHEREAS, PAFP/F entered into a Grant Agreement with the Pennsylvania Department of Health Bureau of Health Planning beginning July 1, 2017, to establish a Family Medicine Residency Expansion Program; and

WHEREAS the Pennsylvania legislature made a supplemental appropriation for grant cycle 2023-2026 to the Residency Expansion Program (the “Grant”); and

WHEREAS PAFP/F is contracted with the Department of Health to administer such Grant; and

WHEREAS Recipient submitted a qualifying application and proposal which is eligible to receive a portion of the Grant.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Grant Funding for Resident Community Health Impact Grant. PAFP/F hereby grants, and Recipient hereby accepts a grant allocation in the amount of \$ _____.

(a) Payment Schedule. The grant shall be allocated upon the following schedule. 50% payable upon execution of this Agreement (by June 30, 2024) and 50% payable upon approval by PAFP/F of a final report regarding the funded program. Grant reports must be received by April 30, 2025.

(b) Program Description and Budget. Recipient shall substantially conform to the program description and budget attached hereto and incorporated herein as Exhibit A.

2. Participation Requirements. Recipient shall be subject to the following participation requirements:

- (a) Participation in monthly Project Cohort 1 calls to provide updates to PAFP/F on the progress of the grant project.
 - (b) Participation in RIG Summit and PAFP/F Research Day in April 2025.
 - (c) Submission of final report due on May 15, 2025.
 - (d) Expenditure of the entire grant amount no later than April 30, 2025.
 - (e) Submission of all receipts and a summary of expenditures related to the grant monthly.
3. Term. This Agreement shall terminate on June 30, 2025.
4. Termination by PAFP/F For Cause. Notwithstanding the foregoing, PAFP/F may terminate this Agreement immediately upon any of the following events:
 - (a) Recipient fails to substantially conform to the description and budget attached hereto and incorporated herein as Exhibit A.
 - (b) The suspension (permanent or temporary), revocation, restriction, loss of, or imposition of any disciplinary action against Recipient's license by the Commonwealth of Pennsylvania;
 - (c) The adjudication of Recipient as bankrupt or insolvent.
5. No Termination Without Cause. Neither party may terminate this Agreement without cause.
6. Indemnification. Recipient covenants and agrees to indemnify and hold harmless PAFP/F, its employees, contractors and agents from and against any liability, loss, cost or expense (including court costs and reasonable attorneys' fees) arising from or in any manner connected with Recipient's (i) breach of any term or provision of this Agreement, (ii) acts or omissions, or (iii) negligence or professional malpractice on the part of Recipient or any other employee or agent of Recipient.
7. Exclusion and Healthcare Claims. As a material condition of this Agreement, each party makes the following warranty and certification, which it covenants is true and accurate as of the date of this Agreement and shall remain true and accurate throughout the term of this Agreement, with respect to any Federal health care program as defined in Section 1128B of the Social Security Act (42 U.S.C. §1320a-7b(f)) or any State health care program as defined in Section 1128B of the Social Security Act (42 U.S.C. §1320a-7b(h)) (a "Program") that neither party, nor any individual with a direct or indirect ownership of 5% or more of either party, nor any director, officer, agent or employee of either party is debarred, suspended or excluded from any Program, including, without limitation, under 42 U.S.C. §1320a – 7. In addition, each party shall immediately notify the other party if any such termination or exclusion occurs during the

term of this Agreement in which case the other party shall have the right to terminate this Agreement effective immediately upon written notice.

8. Successors. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. Nothing in this Agreement shall be deemed or construed to create any rights or remedies in any third party.

9. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior oral and written and all contemporaneous oral negotiations, representations, commitments and/or understandings between the parties. This Agreement may only be altered or amended in a writing signed by an authorized representative of PAFP/F and a duly authorized representative of Recipient.

10. Severability. Should any term or provision of this Agreement be declared or decided by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms, or provisions of this Agreement shall not in any way be affected, impaired or prejudiced thereby.

11. Controlling Law/Change of Law. Pennsylvania law governs this Agreement. If the governmental agencies (or their representatives) which administer Medicare, any other payor, or any other federal, state or local government or agency passes, issues or promulgates any law, rules, regulation, standard or interpretation, including standards and interpretations of existing law, or any court of competent jurisdiction renders any decision or issues any other pronouncement, at any time while this Agreement is in effect, which prohibits, restricts, limits or in any way substantially changes the method or amount of compensation or payment under this Agreement, which prohibits, restricts, limits or in any way significantly affects either party's rights or obligations hereunder, or which results in the Agreement or a provision(s) of the Agreement being construed as violative of the Anti-Kickback Statute, the Criminal and Civil False Claims Acts, the Criminal False Statement Act, the Federal Self-Referral Statute ("Stark I or Stark II" and their implementing regulations), criminal mail and wire fraud, health care fraud, and/or any other potential violation of federal, state or local law, or which could reasonably result in such a construction, then either party may give the other notice of intent to amend this Agreement to the satisfaction of both parties, to compensate for such prohibition, restriction, limitation or change. If this Agreement is not so amended in writing within thirty (30) days after notice of required amendment is delivered to the other, this Agreement shall terminate as of midnight on the thirtieth day after said notice was delivered.

12. Assignment. Neither party may assign this Agreement without the prior written consent of the other party.

13. Notices. In any case where any notice or other communication is to be given or made pursuant to any provision of this Agreement, such notice or communication shall be sent by registered or certified mail and shall be deemed to have been delivered when received on the date specified on the return receipt, if addressed as follows:

If to PAFP/F:

Pennsylvania Academy of Family Physicians Foundation
96 Commerce Drive Suite 180
Wyomissing, PA 19610
Attn: Brent Ennis, Executive Vice President

If to Recipient:

or such other address or addresses as any party may specify by notice to the other parties given as herein provided.

14. Headings. The headings in this Agreement are inserted for convenience and identification and in no way describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

15. Waivers; Modification. This Agreement, or any provision hereof, may be amended, supplemented, or modified only by a writing signed by both parties and may be waived only by a writing signed by the party to be bound thereby. A written waiver of any provision shall be valid only in the instance for which given and shall not be deemed to be a continuing waiver or construed as a waiver of any other provision.

16. Nondiscrimination/Sexual Harassment.

(a) Recipient shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity, expression, religion, age, handicap, or national origin or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable Federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

(b) Recipient shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable Federal laws, against or intimidate any of its employees.

(c) Recipient shall establish and maintain a written nondiscrimination and sexual harassment policy that is substantially like the policy adopted by PAFP/F and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the Grant services are performed shall satisfy this requirement for employees with an established work site.

(d) Recipient represents that it is presently in compliance with and will maintain compliance with all applicable Federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. To the extent required, Recipient further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have Federal government Contracts of first-tier subcontracts and have 50 or more employees. Recipient shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

(e) Recipient’s obligations pursuant to these provisions are ongoing from and after the effective date of this Agreement through the termination date thereof. Accordingly, Recipient shall have an obligation to inform PAFP/F and the Commonwealth if, at any time during the term of this Agreement, Recipient becomes aware of any actions or occurrences that would result in violation of these provisions.

(f) In the hiring of any employee for the performance of work, or any other activity required under the Agreement, Recipient shall not discriminate by reason of religion, age, handicap, or national origin, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

(g) Recipient shall not in any manner discriminate against or intimidate any of its employees on account of religion, age, handicap, or national origin.

(h) Recipient shall not discriminate by reason of religion, age, handicap, or national origin against any individual who is qualified to perform the work to which the contracts relate.

(i) Recipient shall ensure that any services or benefits available to the public or other third parties by way of this Agreement shall not be denied or restricted for such persons due to race, creed, color, religion, gender, sexual orientation, gender identity or expression, age, handicap, or national origin (national origin protections include persons who are limited English proficient) consistent with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities

Act and The Age Discrimination Act of 1975 as well as applicable provisions of the Omnibus Reconciliation Act of 1981.

(j) Recipient shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Diversity, Inclusion and Small Business Opportunities for purposes of investigation to ascertain compliance with the provisions of this Section relating to Nondiscrimination/Sexual Harassment. If Recipient does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Diversity, Inclusion and Small Business Opportunities.

(k) The Commonwealth may cancel or terminate the Grant that funds the Program that is the subject of this Agreement and all money due or to become due under the Grant may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place PAFP/F or Recipient in the Contractor Responsibility File.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Agreement as of the day and year first above written.

Witness:

**PENNSYLVANIA ACADEMY OF
FAMILY PHYSICIANS FOUNDATION**

By:

Brent Ennis
Executive Vice President

Witness:

RECIPIENT

By:

Name: _____
Title: _____

EXHIBIT A

DESCRIPTION AND BUDGET OF PROGRAM