



Song-Brown

Registered Nurse Education Programs

Grant Guide
For Fiscal Year 2024-25

If your program requires approval to contract from a coordinating authority, please inform the authority of the terms and conditions contained in the sample grant agreement. All applicants must agree to the terms and conditions before receiving funds. The Department of Health Care Access and Information 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 Department of Health Care Access and Information (HCAI) will award grants to select pre-licensure registered nurse (RN) education programs that have demonstrated success in:

1. Graduating individuals who practice in medically underserved areas.
2. Enrolling members of underrepresented groups in medicine to the program.
3. Locating the program's main training site in a medically underserved area.
4. Operating a main training site at which the majority of the patients are Medi-Cal recipients.

B. Description of Program Services

This grant opportunity will result in funding organizations to train Registered Nurse trainees to work in underserved communities. Such strategies shall incorporate the following elements:

1. Establishing procedures to identify, recruit and admit registered nurse trainees who possess characteristics which would suggest a predisposition to practice in areas of unmet need, and who express a commitment to serve in areas of unmet need.
2. Implementing counseling and placement program to encourage training program graduates to enter practice in areas of unmet need.
3. Providing a preceptorship experience in an area of unmet need to enhance the potential of training program graduates to practice in such an area.

C. Available Funding

Grant awards are limited to the funds specified in the State Budget Act of 2024. 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.

Up to \$2,725,00 in state funding is available to support existing, expanding, and new pre-licensure RN education programs with the following program pathways:

1. Associate Degree of Nursing (ADN)
2. Bachelor of Science, Nursing (BSN)
3. Entry-Level Master's (ELM)

HCAI may award full, partial, or no funding to an applicant based on the applicant's success in meeting the selection criteria score and the amount of funds available. In the event there is additional state funding available, HCAI has the discretion to make additional awards.

D. Award Categories and Eligibility

1. Existing pre-licensure RN slots

ADN, BSN, and ELM programs must meet the following eligibility criteria to be considered for an existing pre-licensure RN education program award:

- Must be one of the following:
 - Operated by an accredited California school or program of Nursing, or
 - Approved by the Regents of the University of California, or
 - Approved by the Trustees of the California State University and Colleges, or
 - Approved by the Board of Governors of the California Community Colleges.
 - Must be approved by the Board of Registered Nursing (BRN) (See Section 2834-2837, Article 8, Chapter 6, Div. 2, of the Business and Professions Code).
- Must submit a complete, accurate RN application by the applicable deadline.
- Must provide HCAI with a copy of the BRN approval letter documenting program approval.
- Must obtain their organization’s approval to receive grant funding for the grant term start date listed in the agreement.
- Will enroll at least one student in an existing slot by the grant term start date listed in the agreement.

Eligible programs may receive up to 30 slots per year at \$15,000 per filled student slot, for the two-year grant term listed in the agreement. Slots requested cannot exceed BRN approved slots. Slots requested cannot exceed the total number of slots filled in the most recent academic year.

Maximum Slots Requested	Student Slot Rate per Year	Years	Maximum Award
30	\$15,000	2	\$900,000

2. New Registered Nurse Slots for Existing Programs (Expansion Slots)

ADN, BSN, and ELM pre-licensure RN education programs must meet the following eligibility criteria to be considered for an expansion pre-licensure RN education program award:

- Must meet all criteria for existing programs listed this section.
- BRN letter must list the approved number of permanent expansion slots, and
- BRN letter must note expansion approved July 1, 2023, or later.
- Program must enroll at least one student in an expansion slot by the grant term start date listed in the agreement.

Eligible programs may receive up to 10 slots per year at \$30,000 per filled student slot, for the two-year grant term listed in the agreement. Slots requested cannot exceed BRN approved slots.

Maximum Slots Requested	Student Slot Rate per Year	Years	Maximum Award
10	\$30,000	2	\$600,000

Programs applying for both existing and expansion slots may apply for no more than 40 slots total (EX: 30 existing and 10 expansion) if the program meets the criteria in Section D for each award category.

3. New pre-licensure RN education program

ADN, BSN, and ELM programs must meet the following eligibility criteria to be considered for a new pre-licensure RN education program award:

- Must be one of the following:
 - Operated by an accredited California school or program of Nursing, or
 - Approved by the Regents of the University of California, or
 - Approved by the Trustees of the California State University and Colleges, or
 - Approved by the Board of Governors of the California Community Colleges.
 - Must be in the process of obtaining BRN approval for the program. Must submit a complete, accurate RN application by the applicable deadline.
- Must provide HCAI with a BRN Approval Timeline including high-level program activities planned to achieve BRN approval.
- Must provide to HCAI a Sustainability Letter from the program’s organization speaking to the sustainability of the program beyond Song-Brown award funds.
- Must obtain their organization’s approval to receive grant funding for the grant term start date listed in the agreement.
- Must have never received past Song-Brown funding.

Eligible programs may receive a one-time payment up to \$1,000,000 for the two-year grant term listed in the agreement upon review and approval of program expenditure reporting. Awarded funds may only be used to offset costs associated with obtaining BRN approval.

Maximum Slots Requested	Student Slot Rate per Year	Years	Maximum Award
Not Applicable	Not Applicable	2	\$1,000,000

E. Application Resources and Webinar

Major changes have occurred for the 2024-25 RN grant cycle. It is critical that all organizations review the following resources prior to applying:

1. 2024-25 RN Grant Guide

This Grant Guide describes the RN grant application, award types, as well as the scoring and award processes. The answer to most RN grant program questions can be found in this Grant Guide.

This Grant Guide includes Attachments A, B, and C, Sample Registered Nurse Education Program Agreements. If you have any questions related to the intent or interpretation of grant language, email Song-Brown staff at songbrown@hcai.ca.gov.

2. 2024-25 Registered Nurse and Licensed Midwifery Technical Assistance Guide

This guide contains step-by-step instructions on how to complete an RN grant application using the electronic application (eApp) system. The answer to most application completion questions can be found in this guide.

3. Song-Brown Glossary

The glossary contains definitions of all commonly used terms for Song-Brown grant programs, including which racial and ethnic groups Song-Brown classify as URM.

4. 2024-25 RN Scoring Process Guide

This guide provides additional detail on calculating RN application scores.

HCAI will conduct a webinar October 29, 2024, to review the Registered Nurse and Licensed Midwifery Technical Assistance Guide to support organizations in completing the application.

These guides, webinar information, and additional resources are located on the Song-Brown web page at <https://hcai.ca.gov/loans-scholarships-grants/grants/song-brown/>. Check the web page for updates.

F. Key Dates

The 2024-25 RN grant cycle key dates are as follows:

Key Events	Date and Times
Application opens	October 24, 2024, at 3:00 p.m.
Webinar	October 29, 2024
Application early submission	November 21, 2024, at 3:00 p.m.
Application closes	December 5, 2024, at 3:00 p.m.
Award notice	February 2025
Grant term	June 30, 2025–August 30, 2027

G. Initiating an Application

Applicants must register and submit all applications through the web-based eApp, <https://funding.hcai.ca.gov/>. See the Registered Nurse and Licensed Midwifery Technical Assistance Guide at <https://hcai.ca.gov/workforce/financial-assistance/grants/song-brown/> for instructions on initiating an application through eApp.

H. Application Components

A submitted application must contain all required information and conform to the Grant Guide format.

An existing and/or expansion application consists of the following application sections:

1. Program Information
2. Contract Administration
3. Program Description
4. Program Data
5. Training Sites
6. Program Expenditures
7. Aggregate Student Data
8. Graduate Data (per individual)
9. Required Documents
10. Assurances

A new program application consists of the following application sections:

1. Program Information
2. Contract Administration
3. Program Description
4. Strategy 1- Recruitment of URM Students
5. Strategy 2- Admitting URM Students
6. Strategy 3- Supporting URM Students

7. Strategy 4- Encouraging Students Practice in RNSAs
8. Strategy 5- Culturally Responsive Care Training
9. Training Site
10. Program Expenditures and Funding
11. Required Documents
12. Assurances

I. Application Submission

1. Applicants are responsible for:
 - a. Providing all necessary application information and ensuring that the application submitted is complete and accurate.
 - b. Application development costs in anticipation of award of the agreement and shall not charge the State of California for these costs.
2. HCAI will not consider late or incomplete applications. See Section F, Key Dates.

J. Application Review

Applications submitted between October 24, 2024, and November 21, 2024, will be eligible for one application review from Song-Brown staff. If an application eligible for review is determined to be incomplete or erroneous, staff will notify the applicant, and they will have five business days to update their application.

Applications submitted after the early submission date, but before the application close date of December 5, 2024, are considered final.

If, in the opinion of HCAI, an application contains false or misleading information or provides documentation that does not support an attribute or condition claimed, HCAI will reject the application. HCAI reserves the right to reject any or all applications or to reduce the amount awarded to an applicant.

K. Evaluation and Scoring

Applications are evaluated based on statutory priorities in the Song-Brown Act. A quantitative score is calculated for each application based on the following criteria.

Scoring Criteria for Existing and Expansion Pre-Licensure RN Education Programs

Criteria		Points*	eApp Page
1.1	Percent and number of graduate practice sites in RNSAs.	20	Graduate Data
1.2	Percent and number of graduates underrepresented in medicine (URM).	20	Graduate Data
1.3	Percent and number of clinical training sites in RNSAs.	20	Training Sites
2.1	Percent of clinical hours in RNSAs.	10	Training Sites
2.2	Percent and number of students in racial and ethnic groups URM.	10	Student Data (Aggregate)
Grand Total		80	

Scoring Criteria for New Pre-Licensure RN Education Programs

Criteria		Points	eApp Page
1	Anticipated percent and number of clinical training sites in Registered Nurse Shortage Areas (RNSAs)	24	Training Sites
2	Strategies to recruit and support students underrepresented in medicine (URM)		28 Strategy pages 1-3
	Recruit		
	Establishes partnerships with community-based organizations serving educational institutions for purposes of recruitment and increasing access and exposure to prospective URM students	2	
	Utilizes an established pathway or pipeline program	2	
	Hosts events tailored, in part or in whole, specifically for prospective URM students	1	
	Conducts individualized outreach to prospective URM students before, during, and after the application process	1	
	Attendance at academic, health, and career fairs in RNSAs	1	
	Other (open text – short form)	0	
	Admit		
	Establishes partnerships with community-based organizations serving educational institutions for purposes of recruitment and increasing access and exposure to prospective URM students	4	
	Utilizes an established pathway or pipeline program	4	
	Hosts events tailored, in part or in whole, specifically for prospective URM students	4	
	Other (open text – short form)	0	
	Support		
	Establishes partnerships with community-based organizations serving educational institutions for purposes of recruitment and increasing access and exposure to prospective URM students	2	
	Utilizes an established pathway or pipeline program	2	
	Hosts events tailored, in part or in whole, specifically for prospective URM students	2	
	Conducts individualized outreach to prospective URM students before, during, and after the application process	1	
Attendance at academic, health, and career fairs in RNSAs	2		
Other (open text – short form)	0		

3	Program strategies used to encourage practice in RNSAs		18	Strategy page 4
	Encourage Practice			
	Use targeted recruitment strategies to prioritize students coming from RNSAs	4		
	Provide employment assistance opportunities to encourage graduates to commit to patient-focused/clinical-focused practice in RNSAs	6		
	Provide employment assistance leading to graduate employment in RNSAs	4		
	Include a required, patient-focused/clinic-focused curriculum intended to build health equity knowledge and competencies	4		
	Other (open text – short form)	0		
4	Program strategies used to implement culturally responsive care training into the program’s curriculum		23	Strategy page 5
	Implement Culturally Responsive Care Training			
	Hire bilingual staff with language fluency representative of URM students	4		
	Hire program leaders representative of URM students	4		
	Provide students training in cultural competency	6		
	Teach professionalism that incorporates multi-cultural social etiquette and social norms representative of URM students	6		
	Have students participate in community outreach activities in RNSAs (e.g., going to high schools in RNSAs)	3		
	Other (open text – short form)	0		
Grand Total			93*	

*Maximum possible points.

For more information on scoring, see the 2024-25 RN Scoring Process Guide at <https://hcai.ca.gov/loans-scholarships-grants/grants/song-brown/>.

L. Final Selections and Media

HCAI will make award recommendations based on which applications best meet the Song-Brown goals and statutory priorities. Once the HCAI Director concurs award recommendations, awards will be posted to the Song-Brown web page at <https://hcai.ca.gov/workforce/financial-assistance/grants/song-brown/>.

As a state department, HCAI is responsible for what it releases to the public and is required to provide information to anyone who requests it under the California Public Records Act. HCAI’s Director’s Office reviews all information for accuracy, risk, relevancy, and other factors. The office also coordinates timing for all HCAI news and press engagements in conjunction with other news coming out from the California Health and Human Services Agency (CalHHS) and the Governor’s Office. Grantee organizations need to take this into consideration when preparing media statements or press releases about its programs.

If an entity is engaging with the media to promote its grant award and/or program activities, there are important steps to follow:

1. All grantee organizations **are required** to submit press releases for review by HCAI at a minimum of **two weeks in advance** of the intended publication date for review and approval.
2. Grantee organizations understand that portions, or the entirety, of its press release may be used by HCAI, CalHHS or the Governor's office and **may be changed without notice to the grantee**.
3. If HCAI, CalHHS or the Governor's Office issues a press release or statement about an award the grantee received, but does not use the awarded organization's press announcement, the awardee may issue its release **after** HCAI, CalHHS or the Governor's Office issues a statement. **The release must still be reviewed by HCAI before release.**
4. For some grants or programs, a pre-approved press release template may be developed in a tool kit for the program, which may reduce the review/approval time by HCAI. (This does not apply to all grants.)

Grantee organizations should stay in close contact with grant managers and provide any detailed plans related to news media engagement.

M. Budget Restrictions

These funds are for the general education and training of existing or expansion student slots only. Applicants do not submit a proposed budget, as HCAI will pay Grantees on a capitated rate per student. Awardees shall use these funds to expand primary care services. The Grantee shall not use these funds to supplant existing federal, state or local funds to provide primary care services.

N. Additional Terms and Conditions

1. HCAI considers that the submission of an application implies express acceptance of the terms. All applicants must agree to the terms and conditions prior to receiving funds. HCAI will consider an agreement with such language to be a counteroffer and will reject it. HCAI will not make changes to the grant terms and conditions specified in this Grant Guide to include Attachment A, B, or C, Sample Registered Nurse Education Agreements.
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, to include Attachment A, B, and C, Sample Registered Nurse Education Agreements.
3. Grantees must sign and submit agreements by the due date. If the Grantee fails to sign and return the grant agreement by the due date, they may lose their award.

4. 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.
5. The Grantee will submit their Final Report, if applicable, 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, and to anticipate potential overlaps, conflicts, and scheduling issues.
6. The Public Records Act shall apply to all grant deliverables, including reports, applications, and supporting documentation.
7. The Grantee shall submit in writing any requests to extend the grant at least 90 days before the grant end date.

O. Department Contact

Email SongBrown@hcai.ca.gov if you have any questions.

P. Thank you

Thank you for your interest in applying for 2024-25 RN grant cycle funding and for your continued efforts to educate RN students for practice in RNSAs.

Attachment A: Existing Registered Nurse Education Program, Sample Agreement

GRANT AGREEMENT BETWEEN THE
DEPARTMENT OF HEALTH CARE ACCESS AND INFORMATION AND
[CONTRACTOR NAME], [PROGRAM NAME]
GRANT AGREEMENT NUMBER [GRANT AGREEMENT NUMBER]

THIS GRANT AGREEMENT (“Agreement”) is entered into on [Agreement Start Date] (“Effective Date”) by and between the State of California, Department of Health Care Access and Information (hereinafter “HCAI”) and [Contractor Name], [Program Name] (collectively the “Grantee”).

WHEREAS, HCAI supports health care accessibility through the promotion of a diverse and competent workforce while providing analysis of California's healthcare infrastructure and coordinating healthcare workforce issues.

WHEREAS, HCAI is authorized by Song-Brown Health Care Workforce Training Act, Section 128200 to issue grants for the purpose of supporting programs that train family and primary care physicians, osteopathic family physicians, primary care physician's assistants, certified nurse midwives, licensed midwives, 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 Healthcare Workforce Training Program, by submitting an application in response to the [Application Year] Song-Brown Registered Nurse Application.

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

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

A. Definitions:

1. “Act” means the Song-Brown Health Care Workforce Training Act, Health and Safety Code, Sections 128200, et. seq.
2. “Application” means the grant application/proposal submitted by Grantee.
3. “Director” means the Director of the Department of Health Care Access and Information or their designee.
4. “Deputy Director” means the Deputy Director of Health Workforce Development or their designee.
5. “Grant Agreement/Grant Number” means Grant Number [Grant Agreement Number] awarded to Grantee.
6. “Grantee” means the fiscally responsible entity in charge of administering the Grant Funds and includes the Program identified on the Grant Application.
7. “Grant Funds” means the money provided by HCAI for the Project described by Grantee in its Application and Scope of Work.
8. “Program” means the Grantee’s training program(s) listed on the Grant Application.

9. "Program Director" means the Director of Grantee's training program(s) for which grant funds are being awarded.
10. "Program Manager" means the HCAI manager responsible for the grant program.
11. "Project" means the activity described in the Grantee's Application and Scope of Work to be accomplished with the Grant Funds.
12. "State" means the State of California and includes all its Departments, Agencies, Committees and Commissions.
13. "Training Institution" means the Grantee.

B. Term of the Agreement: This Agreement shall take effect on [Agreement Start Date] and shall terminate on [Agreement End Date].

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

Under the direction of the Program Director, use Grant Funds to provide physician assistant training for [Number of Students] first-year student(s) for the 2025/26 Payment Year.

D. Final Report: Grantee shall complete and submit a Final Report within 60 days of the end of payment year two but no later than the end of the Agreement Term using the online forms HCAI provides, located at <https://funding.hcai.ca.gov/>.

E. Invoicing:

1. For services satisfactorily rendered in accordance with the Scope of Work, and upon HCAI's receipt and approval of the certifications as specified in subsection four hereunder; HCAI 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 [Total Award Amount].
3. Indirect costs for are not an allowable expense.
4. Certifications shall include the Agreement Number, the names of the student(s) trained under this Agreement, and a signature by the Program Director certifying that each student(s) was engaged in activities authorized by this Agreement, and shall be submitted electronically for payment on a quarterly basis in arrears using the online forms that HCAI provides, located at <https://funding.hcai.ca.gov/>.
5. HCAI will withhold the final quarterly payment due to the Grantee under this Agreement until all required reports are submitted to HCAI and approved. Additional information may be requested by HCAI during the term of the Grant Agreement and/or upon reviewing the Final Report. HCAI will notify the Grantee of approval in writing.

F. Budget Detail and Payment Provisions:

After receipt and approval of all required documents, HCAI shall reimburse Grantee for the expenses incurred in performing the Scope of Work in an amount not to exceed [Total Award Amount] in accordance with the following schedule:

Existing Pre-Licensure RN Education Program Award Schedule

Academic Year	Payment Term	Existing Program Rate	Number of Students	Total Award
2024-2025	[Year1 Start Date] - [Year1 End Date]	[Amount] per student	[Number of Students]	[Award Amount]
2025-2026	[Year2 Start Date] - [Year2 End Date]	[Amount] per student	[Number of Students]	[Award Amount]

G. Accounting Records and Audits: Grantee shall comply with the following reporting requirements established by HCAI, 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 program provided that the institution maintains such written fiscal control and accounting procedures as are necessary to ensure proper disbursement of, and accounting 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 HCAI for purposes of program administration, evaluation, or review.
 3. Records Retention and Audit:
 - a. The training institution shall permit the HCAI 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 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 for a period of three 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 (i) or (ii) below:
 - i. 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.
 - ii. 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, HCAI 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 is reduced or deleted by the Budget Act for purposes of this Program, HCAI may void this Agreement or may offer an agreement amendment to account for the reduced amount; if HCAI offers an agreement amendment consistent with the terms of this budget contingency clause, HCAI may suspend the Agreement until the Parties sign the offered amendment.

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

J. Budget Adjustments:

1. Budget adjustments consist of a change within the approved budget that does not amend the total amount of the grant. All requests to change the budget shall include an explanation for the reallocation of funds by the Grantee.
2. All requests for extending the grant period shall be submitted in writing to HCAI for approval. Requests for a time extension must be made to HCAI no later than 90 calendar days prior to the expiration of the Agreement. There shall be no activity on an Agreement after its expiration.

K. Executive Order N-6-22 – Russia Sanctions:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

L. General Terms and Conditions:

1. **Timeliness:** 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 California Public Records Act (Gov. Code § 7920.000 et seq.).
4. **Audits:** The Grantee agrees that HCAI, the Department of General Services, the 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. The Grantee agrees to maintain such records for possible audit for a minimum of three years 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.

5. Independence from the State: 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 (See Cal. Code Regs., Title 2, § 11105):
 - a. During the performance of this Agreement, Grantee and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - b. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and any regulations or standards adopted by HCAI to implement such article.
 - c. Grantee shall permit access by representatives of the Civil Rights Department and HCAI upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or HCAI shall require to ascertain compliance with this clause.
 - d. 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.
 - e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

7. Waiver: The waiver by HCAI of a breach of any provision of this Agreement by the Grantee will not operate or be construed as a waiver of any other breach. HCAI expressly reserves the right to disqualify Grantee from any future grant awards for failure to comply with the terms of this Agreement.
8. Approval: This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.
9. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
10. Assignment: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
11. Indemnification: Grantee agrees to indemnify, defend and hold harmless the State, its officers, agents and employees (i) from any and all claims and losses accruing or resulting to any and all of the Grantee's, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies resulting from the Grantee's performance of this Agreement, and (ii) 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, to the Deputy Director stating the issues in dispute, the basis for the Grantee's position, and the remedy sought. Grantee shall include copies of any documentary evidence and describe any other evidence that supports its position with its submission to the Deputy Director.
 - b. Within ten working days after receipt of the written grievance from the Grantee, the Deputy Director or their designee shall make a determination and shall respond in writing to the Grantee indicating the decision and reasons for it.
 - c. Within ten working days of receipt of the Deputy Director's decision, the Grantee may appeal the decision of the Deputy Director by submitting a written appeal to the Chief Deputy Director stating why the Grantee does not agree with the Deputy Director's decision.
 - d. Within ten working days, the Chief Deputy Director or their designee shall respond in writing to the Grantee with their decision. The Chief Deputy Director's decision will be final.

13. **Termination for Cause:** HCAI 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. Grantee shall return any Agreement Funds that were previously provided to Grantee for use after the termination date.

If all grant funds have not been expended upon completion of the Agreement term, HCAI will request the remittance of all unexpended funds. If HCAI determines that improper payments have been made to Grantee, HCAI will request disgorgement of all disallowed costs. Grantee may dispute disallowed costs in accordance with Section L, Paragraph 12.

Grantee will submit a check or warrant for the amount due within 60 days of the Grantee's receipt of HCAI's disgorgement request or 30 days from the Grantee's receipt of HCAI's last Dispute decision. If Grantee fails to remit payment, HCAI may withhold the amount due from any future grant payments.
14. **Grantee's Subcontractors:** Nothing contained in this Agreement shall create any contractual relationship 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 the State'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.

M. Project Representatives: The Project Representatives during the term of this agreement are listed below.

Direct all contract inquiries to:

State Agency: Department of Health Care Access and Information	Grantee: [Contractor], [Training Program]
Section/Unit: Health Workforce Development /Song-Brown	
Name: [HCAI Assigned Analyst] Program Officer	Name (Main Contact): [Contract Representative] [Contract Title]
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Address: [Contractor Address]
Phone: [Analyst Phone Number]	Phone: [Contractor Phone Number]
Email: SongBrown@hcai.ca.gov	Email: [Contractor Email]

The Project Representatives during the term of this Agreement will be:

State Agency: Department of Health Care Access and Information	Program Representative: [Training Program Name]
Section/Unit: Health Workforce Development/Song-Brown	
Name: [HCAI Assigned Analyst] Program Officer	Name of Representative: [Program Representative] [Program Title]
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Address: [Program Address]
Phone: [Analyst Phone Number]	Phone: [Program Phone Number]
Email: SongBrown@hcai.ca.gov	Email: [Program Email]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of [Agreement Start Date].

DEPARTMENT OF
HEALTH CARE ACCESS
AND INFORMATION

[GRANTEE]

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

**Attachment B: New Registered Nurse Slots for Existing Programs (Expansion Slots),
Sample Agreement**

GRANT AGREEMENT BETWEEN THE
DEPARTMENT OF HEALTH CARE ACCESS AND INFORMATION AND
[CONTRACTOR NAME], [PROGRAM NAME]
GRANT AGREEMENT NUMBER [GRANT AGREEMENT NUMBER]

THIS GRANT AGREEMENT (“Agreement”) is entered into on [Agreement Start Date] (“Effective Date”) by and between the State of California, Department of Health Care Access and Information (hereinafter “HCAI”) and [Contractor Name], [Program Name] (collectively the “Grantee”).

WHEREAS, HCAI supports health care accessibility through the promotion of a diverse and competent workforce while providing analysis of California's healthcare infrastructure and coordinating healthcare workforce issues.

WHEREAS, HCAI is authorized by Song-Brown Health Care Workforce Training Act, Section 128200 to issue grants for the purpose of supporting programs that train family and primary care physicians, osteopathic family physicians, primary care physician's assistants, certified nurse midwives, licensed midwives, 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 Healthcare Workforce Training Program, by submitting an application in response to the [Application Year] Song-Brown Registered Nurse Expansion Application.

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

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

A. Definitions:

1. “Act” means the Song-Brown Health Care Workforce Training Act, Health and Safety Code, Sections 128200, et. seq.
2. “Application” means the grant application/proposal submitted by Grantee.
3. “Director” means the Director of the Department of Health Care Access and Information or their designee.
4. “Deputy Director” means the Deputy Director of Health Workforce Development or their designee.
5. “Grant Agreement/Grant Number” means Grant Number [Grant Agreement Number] awarded to Grantee.
6. “Grantee” means the fiscally responsible entity in charge of administering the Grant Funds and includes the Program identified on the Grant Application.
7. “Grant Funds” means the money provided by HCAI for the Project described by Grantee in its Application and Scope of Work.
8. “Program” means the Grantee’s training program(s) listed on the Grant Application.

9. "Program Director" means the Director of Grantee's training program(s) for which grant funds are being awarded.
10. "Program Manager" means the HCAI manager responsible for the grant program.
11. "Project" means the activity described in the Grantee's Application and Scope of Work to be accomplished with the Grant Funds.
12. "State" means the State of California and includes all its Departments, Agencies, Committees and Commissions.
13. "Training Institution" means the Grantee.

B. Term of the Agreement: This Agreement shall take effect on [Agreement Start Date] and shall terminate on [Agreement End Date].

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

Under the direction of the Program Director, the Grantee shall use Grant Funds to provide physician assistant training for [Number of Students] first-year student(s) for the 2025/26 Payment Year.

D. Final Report: Grantee shall complete and submit a Final Report within 60 days of the end of payment year two but no later than the end of the Agreement Term using the online forms HCAI provides, located at <https://funding.hcai.ca.gov/>.

E. Invoicing:

1. For services satisfactorily rendered in accordance with the Scope of Work, and upon HCAI's receipt and approval of the certifications as specified in subsection four hereunder; HCAI 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 [Total Award Amount].
3. Indirect costs for are not an allowable expense.
4. Certifications shall include the Agreement Number, the names of the student(s) trained under this Agreement, and a signature by the Program Director certifying that each student(s) was engaged in activities authorized by this Agreement, and shall be submitted electronically for payment on a quarterly basis in arrears using the online forms that HCAI provides, located at <https://funding.hcai.ca.gov/>.
5. HCAI will withhold the final quarterly payment due to the Grantee under this Agreement until all required reports are submitted to HCAI and approved. Additional information may be requested by HCAI during the term of the Grant Agreement and/or upon reviewing the Final Report. HCAI will notify the Grantee of approval in writing.

F. Budget Detail and Payment Provisions:

After receipt and approval of all required documents, HCAI shall reimburse Grantee for the expenses incurred in performing the Scope of Work in an amount not to exceed [Total Award Amount] in accordance with the following schedule:

Expansion Pre-Licensure RN Education Program Award Schedule

Academic Year	Payment Term	Expansion Program Rate	Number of Students	Total Award
2024-2025	[Year1 Start Date] - [Year1 End Date]	[Amount] per student	[Number of Students]	[Award Amount]
2025-2026	[Year2 Start Date] - [Year2 End Date]	[Amount] per student	[Number of Students]	[Award Amount]

G. Accounting Records and Audits: Grantee shall comply with the following reporting requirements established by HCAI, 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 program provided that the institution maintains such written fiscal control and accounting procedures as are necessary to ensure proper disbursement of, and accounting 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 HCAI for purposes of program administration, evaluation, or review.
 3. Records Retention and Audit:
 - a. The training institution shall permit the HCAI 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 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 for a period of three 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 (i) or (ii) below:
 - i. 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.
 - ii. 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, HCAI 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 is reduced or deleted by the Budget Act for purposes of this Program, HCAI may void this Agreement or may offer an agreement amendment to account for the reduced amount; if HCAI offers an agreement amendment consistent with the terms of this budget contingency clause, HCAI may suspend the Agreement until the Parties sign the offered amendment.
- I. Breach: HCAI reserves the right to recover any and all amounts provided to the Grantee for Grantee’s failure to perform under this Agreement. HCAI expressly reserves the right to pursue all legal and equitable remedies in the event of a breach by Grantee, including the right to disqualify Grantee from future funding opportunities.

J. Budget Adjustments:

1. Budget adjustments consist of a change within the approved budget that does not amend the total amount of the grant. All requests to change the budget shall include an explanation for the reallocation of funds by the Grantee.
2. All requests for extending the grant period shall be submitted in writing to HCAI for approval. Requests for a time extension must be made to HCAI no later than 90 calendar days prior to the expiration of the Agreement. There shall be no activity on an Agreement after its expiration.

K. Executive Order N-6-22 – Russia Sanctions:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

L. General Terms and Conditions:

1. **Timeliness:** 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 California Public Records Act (Gov. Code § 7920.000 et seq.).
4. **Audits:** The Grantee agrees that HCAI, the Department of General Services, the 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. The Grantee agrees to maintain such records for possible audit for a minimum of three years 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.

5. Independence from the State: 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 (See Cal. Code Regs., Title 2, § 11105):
 - a. During the performance of this Agreement, Grantee and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - b. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and any regulations or standards adopted by HCAI to implement such article.
 - c. Grantee shall permit access by representatives of the Civil Rights Department and HCAI upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or HCAI shall require to ascertain compliance with this clause.
 - d. 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.
 - e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

7. Waiver: The waiver by HCAI of a breach of any provision of this Agreement by the Grantee will not operate or be construed as a waiver of any other breach. HCAI expressly reserves the right to disqualify Grantee from any future grant awards for failure to comply with the terms of this Agreement.
8. Approval: This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.
9. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
10. Assignment: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
11. Indemnification: Grantee agrees to indemnify, defend and hold harmless the State, its officers, agents and employees (i) from any and all claims and losses accruing or resulting to any and all of the Grantee's, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies resulting from the Grantee's performance of this Agreement, and (ii) 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, to the Deputy Director stating the issues in dispute, the basis for the Grantee's position, and the remedy sought. Grantee shall include copies of any documentary evidence and describe any other evidence that supports its position with its submission to the Deputy Director.
 - b. Within ten working days after receipt of the written grievance from the Grantee, the Deputy Director or their designee shall make a determination and shall respond in writing to the Grantee indicating the decision and reasons for it.
 - c. Within ten working days of receipt of the Deputy Director's decision, the Grantee may appeal the decision of the Deputy Director by submitting a written appeal to the Chief Deputy Director stating why the Grantee does not agree with the Deputy Director's decision.
 - d. Within ten working days, the Chief Deputy Director or their designee shall respond in writing to the Grantee with their decision. The Chief Deputy Director's decision will be final.

13. Termination for Cause: HCAI 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. Grantee shall return any Agreement Funds that were previously provided to Grantee for use after the termination date.

If all grant funds have not been expended upon completion of the Agreement term, HCAI will request the remittance of all unexpended funds. If HCAI determines that improper payments have been made to Grantee, HCAI will request disgorgement of all disallowed costs. Grantee may dispute disallowed costs in accordance with Section L, Paragraph 12.

Grantee will submit a check or warrant for the amount due within 60 days of the Grantee's receipt of HCAI's disgorgement request or 30 days from the Grantee's receipt of HCAI's last Dispute decision. If Grantee fails to remit payment, HCAI may withhold the amount due from any future grant payments.

14. Grantee's Subcontractors: Nothing contained in this Agreement shall create any contractual relationship 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 the State'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.

M. Project Representatives: The Project Representatives during the term of this agreement are listed below.

Direct all contract inquiries to:

State Agency: Department of Health Care Access and Information	Grantee: [Contractor], [Training Program]
Section/Unit: Health Workforce Development /Song-Brown	
Name: [HCAI Assigned Analyst] Program Officer	Name (Main Contact): [Contract Representative] [Contract Title]
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Address: [Contractor Address]
Phone: [Analyst Phone Number]	Phone: [Contractor Phone Number]
Email: SongBrown@hcai.ca.gov	Email: [Contractor Email]

The Project Representatives during the term of this Agreement will be:

State Agency: Department of Health Care Access and Information	Program Representative: [Training Program Name]
Section/Unit: Health Workforce Development/Song-Brown	
Name: [HCAI Assigned Analyst] Program Officer	Name of Representative: [Program Representative] [Program Title]
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Address: [Program Address]
Phone: [Analyst Phone Number]	Phone: [Program Phone Number]
Email: SongBrown@hcai.ca.gov	Email: [Program Email]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of [Agreement Start Date].

DEPARTMENT OF
HEALTH CARE ACCESS
AND INFORMATION

[GRANTEE]

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Attachment C: New Registered Nurse Education Program, Sample Agreement

GRANT AGREEMENT BETWEEN THE
DEPARTMENT OF HEALTH CARE ACCESS AND INFORMATION AND [CONTRACTOR NAME],
[PROGRAM NAME]
GRANT AGREEMENT NUMBER [GRANT AGREEMENT NUMBER]

THIS GRANT AGREEMENT (“Agreement”) is entered into on [Agreement Start Date] (“Effective Date”) by and between the State of California, Department of Health Care Access and Information (hereinafter “HCAI”) and [Contractor Name], [Program Name] [Specialty] (collectively the “Grantee”).

WHEREAS, HCAI supports health care accessibility through the promotion of a diverse and competent workforce while providing analysis of California's healthcare infrastructure and coordinating healthcare workforce issues.

WHEREAS, HCAI is authorized by Song-Brown Health Care Workforce Training Act, Health and Safety Code § 128200, et seq., to issue grants for the purpose of supporting programs that train family and primary care physicians, osteopathic primary care physicians, primary care physician's assistants, certified nurse midwives, licensed midwives, nurse practitioners/physician assistant fellows, 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 [Application Year] Song-Brown Registered Nurse Application.

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

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

A. Definitions:

1. “Act” means the Song-Brown Health Care Workforce Training Act, Health and Safety Code, § 128200, et seq.
2. “Application” means the grant application/proposal submitted by Grantee.
3. “Director” means the Director of the Department of Health Care Access and Information or their designee.
4. “Deputy Director” means the Deputy Director of Health Workforce Development or their designee.
5. “Grant Agreement/Grant Number” means Grant Number [Grant Agreement Number] awarded to Grantee.
6. “Grantee” means the fiscally responsible entity in charge of administering the Grant Funds and includes the Program identified on the Grant Application.

7. "Grant Funds" means the money provided by HCAI for the Project described by Grantee in its Application and Scope of Work.
 8. "Program" means the Grantee's training program(s) listed on the Grant Application.
 9. "Program Director" means the Director of Grantee's training program(s) for which grant funds are being awarded.
 10. "Program Manager" means the HCAI manager responsible for the grant program.
 11. "Project" means the activity described in the Grantee's Application and Scope of Work to be accomplished with the Grant Funds.
 12. "State" means the State of California and includes all its Departments, Agencies, Committees and Commissions.
 13. "Training Institution" means the Grantee.
- B. Term of the Agreement: This Agreement shall take effect on [Agreement Start Date] and shall terminate on [Agreement End Date].
- C. Scope of Work: Grantee agrees to the following Scope of Work as set forth herein. In the event of a conflict between the provisions of this section and the Grantee's Application, the provisions of this Scope of Work Section shall prevail:
1. Under the direction of the Program Director, the Grantee shall use Grant Funds to offset the costs associated with obtaining accreditation from the Board of Registered Nursing (BRN).
- D. Final Report: No final report is required for this Agreement.
- E. Invoicing:
1. For services satisfactorily rendered in accordance with the Scope of Work, funds will be disbursed upon the Grantee's satisfactory completion of all terms and conditions and HCAI's receipt of proof of program accreditation by the BRN and allowable expenses. HCAI may request additional information during the term of the Grant Agreement.
 2. The total amount payable to the Grantee under this Agreement shall not exceed [Total Award Amount].
 3. Indirect costs are not an allowable expense under this Agreement.
 4. The Grantee shall submit for payment a certification form provided by HCAI detailing allowable expenses. The certification form, along with proof of program accreditation by the BRN and allowable expenses, shall include the Grant Agreement Number and signature by the Program Director. The Grantee shall submit all required documents, including the certification form, proof of program accreditation by the BRN, and proof of allowable expenses, using the online forms that HCAI provides, located at <https://funding.hcai.ca.gov/>.

5. HCAI will withhold payment due to the Grantee under this Agreement until all required documents listed in Section E, Paragraph 4 are submitted to HCAI and approved. HCAI may request additional information from the Grantee during the term of the Grant Agreement and/or upon reviewing the required documents. The Grantee agrees to respond to HCAI's requests for additional information. HCAI will notify the Grantee of approval in writing.

F. Budget Detail and Payment Provisions:

Budget Detail: After receipt and approval of all required documents, HCAI shall reimburse Grantee for the expenses incurred in performing the Scope of Work in an amount not to exceed [Total Award Amount] in accordance with the following schedule:

Payment	[Year1 Start	[Amount]
Year 1	Date] to [Year1 End Date]	One-time Payment

If the Grantee fails to achieve program accreditation from the BRN, HCAI will not issue reimbursement, and the Grantee will forfeit the award.

G. Accounting Records and Audits: Grantee shall comply with the following reporting requirements established by HCAI, 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 registered nursing program provided that the institution maintains such written fiscal control and accounting procedures as are necessary to ensure proper disbursement of, and accounting 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 under the Agreement must be submitted as requested by HCAI for purposes of program administration, evaluation, or review.

3. Records Retention and Audit:

- a. The training institution shall permit the HCAI 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 registered nursing 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 (i) or (ii) below:
 - i. 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.
 - ii. 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, HCAI 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 is reduced or deleted by the Budget Act for purposes of this Program, HCAI may void this Agreement or may offer an agreement amendment to account for the reduced amount; if HCAI offers an agreement amendment consistent with the terms of this budget contingency clause, HCAI may suspend the Agreement until the Parties sign the offered amendment.

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

J. Budget Adjustments:

1. Budget adjustments consist of a change within the approved budget that does not amend the total amount of the grant. All requests to change the budget shall include an explanation for the reallocation of funds by the Grantee.
2. All requests for extending the grant period shall be submitted in writing to HCAI for approval. Requests for a time extension must be made to HCAI no later than ninety (90) calendar days prior to the expiration of the Agreement. There shall be no activity on an Agreement after its expiration.

K. Executive Order N-6-22 – Russia Sanctions:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

L. General Terms and Conditions:

1. Timeliness: 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 California Public Records Act (Gov. Code § 7920.000 et seq.).

4. Audits: The Grantee agrees that HCAI, the Department of General Services, the 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. The Grantee agrees to maintain such records for possible audit for a minimum of three years 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.

5. Independence from the State: 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 (See Cal. Code Regs., Title 2, § 11105):
 - a. During the performance of this Agreement, Grantee and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - b. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.8), and any regulations or standards adopted by HCAI to implement such article.
 - c. Grantee shall permit access by representatives of the Civil Rights Department and HCAI upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or HCAI shall require to ascertain compliance with this clause.
 - d. 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.

- e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
7. Waiver: The waiver by HCAI of a breach of any provision of this Agreement by the Grantee will not operate or be construed as a waiver of any other breach. HCAI expressly reserves the right to disqualify Grantee from any future grant awards for failure to comply with the terms of this Agreement.
8. Approval: This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.
9. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
10. Assignment: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
11. Indemnification: Grantee agrees to indemnify, defend and hold harmless the State, its officers, agents and employees (i) from any and all claims and losses accruing or resulting to any and all of Grantee's, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies resulting from the Grantee's performance of this Agreement, and (ii) 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, to the Deputy Director stating the issues in dispute, the basis for the Grantee's position and the remedy sought. Grantee shall include copies of any documentary evidence and describe any other evidence that supports its position with its submission to the Deputy Director.
 - b. Within ten working days after receipt of the written grievance from the Grantee, the Deputy Director or their designee shall make a determination and shall respond in writing to the Grantee indicating the decision and reasons for it.
 - c. Within ten working days of receipt of the Deputy Director's decision, the Grantee may appeal the decision of the Deputy Director by submitting a written appeal to the Chief Deputy Director stating why the Grantee does not agree with the Deputy Director's decision.

- d. Within ten working days, the Chief Deputy Director or their designee shall respond in writing to the Grantee with their decision. The Chief Deputy Director's decision will be final.

13. Termination for Cause: HCAI 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. Grantee shall return any Agreement Funds previously provided to Grantee for use after the termination date.

If all grant funds have not been expended upon completion of the Agreement term, HCAI will request the remittance of all unexpended funds. If HCAI determines that improper payments have been made to Grantee, HCAI will request disgorgement of all disallowed costs. Grantee may dispute disallowed costs in accordance with Section L, Paragraph 12.

Grantee will submit a check or warrant for the amount due within 60 days of the Grantee's receipt of HCAI's disgorgement request or 30 days from the Grantee's receipt of HCAI's last Dispute decision. If Grantee fails to remit payment, HCAI may withhold the amount due from any future grant payments.

14. Grantee's Subcontractors: Nothing contained in this Agreement shall create any contractual relationship 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 the State'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 federal, state, or local funds to provide primary care services.

M. Project Representatives: The Project Representatives during the term of this Agreement are listed below. Direct all contract inquiries to:

State Agency: Department of Health Care Access and Information	Grantee: [Contractor Name], [Training Program]
Section/Unit: Health Workforce Development/Song-Brown	
Name: [HCAI Assigned Analyst] Song-Brown Program Officer	Name (Main Contact): [Contract Representative] [Contract Title]
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Address: [Contractor Address]
Phone: [Analyst Phone Number]	Phone: [Contractor Phone Number]
Email: SongBrown@hcai.ca.gov	Email: [Contractor Email]

The Project Representatives during the term of this Agreement will be:

State Agency: Department of Health Care Access and Information	Program Representative: [Training Program Name]
Section/Unit: Health Workforce Development/Song-Brown	
Name: [HCAI Assigned Analyst] Song-Brown Program Officer	Name of Representative: [Program Representative] [Program Title]
Address: 2020 West El Camino Avenue, Suite 1222 Sacramento, CA 95833	Address: [Program Address]
Phone: [Analyst Phone Number]	Phone: [Program Phone Number]
Email: SongBrown@hcai.ca.gov	Email: [Program Email]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of [Agreement Start Date].

DEPARTMENT OF HEALTH CARE
ACCESS AND INFORMATION

GRANTEE:

Signature:

Signature: _____

Name:

Name: _____

Title: _____

Title:

Date: _____

Date: _____