



Primary Care Residency (PCR)  
Residency Programs

2026 Grant Guide

HCAI expands access to quality, equitable, affordable health care for all Californians by supporting high value delivery systems, resilient health facilities and workforces, and actionable health information and strategies.

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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 consider applications to support the training of primary care physicians. After reviewing the applications, HCAI staff makes recommendations for grant awards to the Director of HCAI.

Song-Brown statutory priorities:

1. Graduating individuals who practice in medically underserved areas.
2. Enrolling members of underrepresented groups in medicine (URM) 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 educate and train primary care residents to work in underserved communities. All residency programs shall incorporate the following strategies into their programs:

1. Providing training sites in medically underserved multi-cultural communities, lower socioeconomic neighborhoods, or rural communities, and preparing primary care physicians for service in such neighborhoods and communities.
2. Establishing procedures to identify, recruit, and match primary care residents 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.
3. Implementing counseling and placement programs to encourage training program graduates to enter practice in areas of unmet need.
4. Providing preceptorship experiences 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 2026. This is a one-time grant opportunity with no implied or expressed guarantee of subsequent funding after the initial contract award resulting from this application.

Awardees shall use the funding to expand primary care services. Awardees shall not use these funds to supplant existing state or local funds.

Approximately \$31,000,000 in state funding is available to support Primary Care Residency (PCR) programs (Family Medicine, Internal Medicine, Obstetrics and Gynecology (OB/GYN), and Pediatrics) for these purposes:

1. \$18.6 million to fund existing PCR slots
2. \$5.6 million to fund existing Teaching Health Center (THC) primary care slots
3. \$3.3 million to fund expanding PCR programs
4. \$3.3 million to fund New PCR programs

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 available funds. Competitive proposals will meet the Song-Brown Program evaluation criteria and demonstrate a commitment to Song-Brown goals.

In the event there is additional state funding available, HCAI has the discretion to make additional awards.

#### **D. Award Categories and Eligibility**

##### **1. Existing PCR Slots—Existing Slots**

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

##### **2. Teaching Health Center Existing PCR Slots—THC Existing Slots**

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

Programs applying for both Existing PCR and THC Slots funding can apply for a combined total of 11 unique filled first-year slots (five Existing slots and six THC slots), not to exceed the program's total number of filled first-year positions. For example, if a program applying for THC and Existing program funding has seven filled first-year slots, they may only apply for a combined total of seven THC and Existing slots.

##### **3. New PCR Slots at Existing Programs—Expansion Slots**

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

##### **4. New PCR Programs**

Eligible programs may receive an award up to \$1,000,000.

##### **5. New PCR Programs with a Match**

Eligible programs may receive an award of up to \$2,000,000 with a 25% required match.

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

1. Is the residency program accredited by the Accreditation Council for Graduate Medical Education (ACGME)?

If yes, you may apply for Existing PCR Slots, New PCR Slots at Existing Programs (Expansion), or THC Existing PCR Slots funding.

2. Are you an accredited PCR training program (Family Medicine, Internal Medicine, Obstetrics and Gynecology, or Pediatrics), either traditional or THC, that will enroll residents by July 1, 2027?

If yes, you may apply for THC Existing PCR Slots funding.

3. Are you approved by the ACGME for a permanent increase in the number of categorical primary care slots? Did you receive approval to expand July 1, 2024, or after?

If yes, you may apply for New PCR Slots at Existing Program (Expansion) Slots funding.

4. Are you a program that meets one of the following criteria?

- a. Are in the process of applying for or has already received sponsoring institution accreditation.
- b. Has not received any prior Song-Brown funding.
- c. Are in the process of completing or has completed Phases A-C. You have not yet completed Phases D-G:

	Phase Description	Phase Completed	Eligibility Result
Phase A	<a href="#">Institutional Affiliation</a>	"Yes"	\$2 million dollars with a 25% match
Phase B	<a href="#">Fiscal Plan</a>	"Yes" or "No"	
Phase C	<a href="#">Timeline in Place</a>	"Yes" or "No"	
Phase D	<a href="#">Training Sites Recruited</a>	"No"	
Phase E	<a href="#">Curriculum Development</a>	"No"	
Phase F	<a href="#">Recruit and Develop Faculty</a>	"No"	
Phase G	<a href="#">Secure ACGME Residency Accreditation</a>	"No"	

- d. You are willing to match twenty-five percent (25%) of your organization's funds towards HCAI's total award.

If yes, you may apply for New Programs with a Match funding.

The table below provides an example of how the match works:

HCAI – Grant Award Amount	Grantee Participation - Twenty-Five Percent (25%) Match	Total Budget
\$ 2,000,000.00	\$ 500,000.00	\$ 2,500,000.00

5. Are you a program that meets one of the following criteria?

- a. Has received sponsoring institution accreditation by the annual PCR application release.
- b. Has obtained residency program accreditation, has no first-year residents at the time of the application, and has not received any prior Song-Brown funding.
- c. Has completed Phases A-D:

	Phase Description	Phase Completed	Eligibility Result
Phase A	<a href="#">Institutional Affiliation</a>	"Yes"	\$1 million dollars
Phase B	<a href="#">Fiscal Plan</a>	"Yes"	
Phase C	<a href="#">Timeline in Place</a>	"Yes"	
Phase D	<a href="#">Training Sites Recruited</a>	"Yes"	
Phase E	<a href="#">Curriculum Development</a>	"Yes" or "No"	
Phase F	<a href="#">Recruit and Develop Faculty</a>	"Yes" or "No"	
Phase G	<a href="#">Secure ACGME Residency Accreditation</a>	"Yes" or "No"	

If yes, you may apply for New Programs funding.

Note: A PCR program may not apply for THC, Existing, or Expansion funding if applying for any New PCR Programs funding during the same cycle.

## E. Application Resources and Webinar

There are changes that occurred for the 2026 PCR grant cycle. It is critical that all organizations review the following resources prior to applying:

1. 2026 PCR Grant Guide

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

This Grant Guide includes Attachments A-G. If you have any questions related to the intent or interpretation of grant language, please email Song-Brown staff at [songbrown@hcai.ca.gov](mailto:songbrown@hcai.ca.gov).

2. **2026 PCR Technical Assistance Guide**  
This guide contains step-by-step instructions on how to complete a PCR grant application using the electronic application (eApp) system. The answers 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.
4. [Song-Brown Allowable/Unallowable Costs Guide](#)  
The guide contains a list of allowable and unallowable cost items for the Song-Brown grant programs. Please review this guide as you consider applying for a Song-Brown grant.

HCAI will conduct a webinar June 11, 2026, and June 25, 2026, to review the PCR Technical Assistance Guide to support organizations in completing the application.

These guides, webinar information, and additional resources are located on the Song-Brown website at [Song-Brown Healthcare Workforce Training Programs - HCAI](#). Please check the web page for updates.

## F. Key Dates

The 2026 PCR grant cycle key dates are as follows:

Key Events	Dates and Times
Application Opens	June 18, 2026, at 3:00 p.m.
Webinars	June 11, 2026, at 10:00 a.m. and June 25, 2026, at 2:00 p.m.
Application Early Submission	July 20, 2026, at 3:00 p.m.
Application Closes	August 3, 2026, at 3:00 p.m.
Award Notice	December 2026
Grant terms: New PCR Programs New PCR Programs with a Match THC Existing Slots Existing and Expansion Slots	April 1, 2027 – October 30, 2028 April 1, 2027 – November 30, 2029 April 1, 2027 – July 31, 2028 June 30, 2027 – August 31, 2030

## G. Initiating an Application

1. Applicants must register and submit all applications through the web-based eApp, <https://funding.hcai.ca.gov/>.

2. You must register as a new user or enter an existing username and password. The eApp Technical Assistance Guide contains eApp information, including how to register and complete your application.
3. Applicants are responsible for providing all necessary documents and ensuring that the information contained within the application is complete and accurate.

## H. Application Components

A submitted application must contain all required information and conform to the Grant Guide format. It is the applicant's responsibility to provide all necessary information for HCAI to evaluate the application.

A completed application consists of the following main sections:

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

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

### For all **New PCR Programs:**

1. Program Information
2. Contract Administration
3. Program Data
4. Training Sites
5. Executive Summary and Program Strategies
6. Strategies:
  - a. Strategy 1 – Recruitment of primary care residents
  - b. Strategy 2 – Admitting primary care residents
  - c. Strategy 3 – Supporting primary care residents
  - d. Strategy 4 – Encouraging residents to practice in AUN
  - e. Strategy 5 – Culturally Responsive Care Training
7. Residency Training
8. Faculty Qualifications
9. Expected Expenditures
10. Required Documents
11. Assurances

## **I. Application Submission**

1. Applicants may submit one application even if seeking funding for multiple award categories. For example, established THCs may request THC Existing PCR Slots, Existing PCR Slots, and New PCR Slots at Existing Programs funding (if applicable) within the same application. Organizations applying for either New PCR Programs funding opportunities cannot apply for other funding categories in the same application cycle.
2. HCAI may reject an application if it is conditional or incomplete, or if the application contains any alterations of form or other irregularities of any kind. HCAI may reject any or all applications and may waive an immaterial deviation in an application. HCAI's waiver of an immaterial deviation shall in no way modify the Grant Guide or excuse the applicant from full compliance with all requirements if awarded the agreement.
3. Applicants are entirely responsible for the costs incurred in developing applications in anticipation of an award and shall not charge the State of California for these costs.
4. HCAI reserves the right to reject all applications.

## **J. Application Review**

Applications submitted between June 18, 2026, and the early submission date of July 20, 2026, will be eligible for one application review from Song-Brown staff. If an application is determined to be incomplete or erroneous, staff will notify the applicant, and they will have five business days to update their application. If an applicant does not make any changes to the application by the early submission due date, it is considered final.

Applications are final if submitted after July 20, 2026, but before the application close date of August 3, 2026.

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 funded to an applicant.

## **K. Evaluation and Scoring**

HCAI will calculate a quantitative score for all Song-Brown PCR applications. Please refer to Attachments A and B for the Evaluation Criteria. Attachment A references Existing PCR Slots, THC Existing PCR Slots, and New PCR Slots at Existing Programs. Attachment B references New PCR Programs & New PCR Programs with a Match.

## L. Final Selections and Media

HCAI will make award recommendations based on which applications best meet the priorities of the Song-Brown Program. HCAI also intends for Song-Brown to support geographic distribution in California. Applicants seeking to support geographic regions not addressed by other scored applications may receive preference. Once the HCAI Director concurs with award recommendations, HCAI will announce grantees.

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:

- 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.
- 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**.
- 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.**
- 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

Funds awarded for Existing PCR Slots, New PCR Slots at Existing Programs, and Teaching Health Center Existing PCR Slots are for the general education and training of residents only.

Indirect costs are only allowable for THC Existing PCR Slots funding and shall not exceed eight percent of the total dollar awarded. THC Existing PCR Applicants may choose not to include indirect costs in their budget. The Grantee shall not use these Song-Brown funds to supplant existing federal, state, or local funds.

## **N. Additional Terms and Conditions**

1. By submitting an application, you and your organization agree to the grant terms and conditions specified in this Grant Guide.
2. HCAI does not accept alternate grant agreement language from a prospective Grantee. HCAI will consider an application with such language to be a counteroffer and will reject it. HCAI will not negotiate the terms and conditions outlined in Attachments C, D, E, F, and G: Sample Agreements.
3. If your program requires approval to contract from a coordinating authority, you must inform the authority of the terms and conditions contained in this Grant Guide. HCAI considers the submission of an application to imply express acceptance of the terms. All applicants must agree to the terms and conditions prior to receiving funds. HCAI will not make changes to the terms and conditions specified in this Grant Guide.
4. Grantees shall use the funding established pursuant to this Act to expand primary care services. Grantees shall not use these funds to supplant existing federal, state, or local funds to provide primary care services.
5. Grantees must sign and submit grant 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.
6. When the Grantee is a county, city, school district, or other local public body, a copy of the resolution, order, motion, ordinance, or other similar document shall accompany the signed grant from the local governing body authorizing execution of the agreement.
7. The Grantee will submit their Annual and/or 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.
8. The Public Records Act shall apply to all grant deliverables, including reports, applications, and supporting documentation.
9. The Grantee shall submit in writing any requests to change or extend the grant at least 90 days before the grant end date.

**Please Note:** As an Awardee, HCAI may reach out to you periodically during and after your agreement and ask you to complete a survey. Your participation is vital to our ability to demonstrate the effectiveness of programs such as this one and advocate for future funding to organizations such as yours. We ask that you take the time to complete the surveys.

#### **O. Department Contact**

For questions related to Song-Brown and the eApp, please email Song-Brown staff at [songbrown@hcai.ca.gov](mailto:songbrown@hcai.ca.gov).

#### **Thank you!**

Thank you for your interest in applying to the Primary Care Residency program and for your continued efforts in supporting those who are educating residents for practice in underserved areas.

**Attachment A: Evaluation Criteria for PCR EXT, EXP, and THC**

<b>Section 1</b>	<b>Criteria</b>	<b>Total Points Possible</b>								
1.1	Clinical training sites in areas of unmet need†	20								
1.2	Graduates in areas of unmet need†	20								
<b>Total points possible for Section 1</b>		<b>40</b>								
<b>Section 2</b>	<b>Other Considerations</b>	<b>Total Points Available</b>								
2.1	Do your non-first year residents spend at least an average of eight hours per week at a primary care continuity clinic?	10								
2.2	Graduates in primary care ambulatory settings five years' post residency‡	20								
2.3	Describe the training site's payer mix. (Up to three continuity clinics)	20								
<table border="1"> <thead> <tr> <th><b>Points</b></th> <th><b>Payer Mix*</b></th> </tr> </thead> <tbody> <tr> <td>0</td> <td>0-49.99%</td> </tr> <tr> <td>10</td> <td>50-74.99%</td> </tr> <tr> <td>20</td> <td>75-100%</td> </tr> </tbody> </table>		<b>Points</b>	<b>Payer Mix*</b>	0	0-49.99%	10	50-74.99%	20	75-100%	
<b>Points</b>	<b>Payer Mix*</b>									
0	0-49.99%									
10	50-74.99%									
20	75-100%									
* Percent equals a combination of Medi-Cal, Medi-Cal/Medicare and Uninsured payers.										
<b>Total points possible for Section 2</b>		<b>50</b>								
<b>Total points possible for Sections 1 and 2</b>		<b>90</b>								

†: Calculated based on severity of need

‡: Calculated based on percent and number

**Attachment B: Evaluation Criteria for all New PCR Programs**

Section 1	Criteria	Total Points Possible								
1.1	Clinical training sites in areas of unmet need <sup>†</sup>	20								
<b>Total points possible for Section 1</b>		20								
Section 2	Other Considerations	Total Points Possible								
2.1	Describe the training site’s payer mix. (Up to three continuity clinics) <table border="1" data-bbox="448 863 1068 1010" style="margin-left: 40px;"> <thead> <tr> <th>Points</th> <th>Payer Mix*</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>0-49.99%</td> </tr> <tr> <td>10</td> <td>50-74.99%</td> </tr> <tr> <td>20</td> <td>75-100%</td> </tr> </tbody> </table> *Percent equals combination of Medi-Cal, Medi-Cal/Medicare and Uninsured payers.	Points	Payer Mix*	0	0-49.99%	10	50-74.99%	20	75-100%	20
Points	Payer Mix*									
0	0-49.99%									
10	50-74.99%									
20	75-100%									
2.2	Will your residents train side-by-side with Family Nurse Practitioners (FNPs) and/or Physician Assistants (PAs)?	10								
2.3a	Select the Strategies you will use to recruit primary care residents	7								
1	Establishes partnerships with community-based organizations servicing institutions for purposes of recruitment and increasing access and exposure to prospective primary care residents	2								
2	Utilizes an established pathway or pipeline program	2								
3	Hosts events tailored, in part or in whole, specifically for prospective primary care residents	1								
4	Conducts individualized outreach to prospective primary care residents before, during, and after the application process	1								

5	Attendance at academic, health, and career fairs in Areas of Unmet Need (AUN)	1
6	Other	0
2.3b	Select the strategies you will use to admit primary care residents	12
1	Incorporates holistic review into the admissions process, to include individual applicant experiences and attributes indicative of primary care residents	4
2	Accounts for applicants' socioeconomic status in review process	4
3	Ensures a diverse selection committee to mitigate implicit bias in the selection process	4
4	Other	0
2.3c	Select the strategies you will use to support primary care residents	5
1	Create and maintain a mentorship program available to all primary care residents that strives to pair residents with staff/faculty members with shared lived experience	2
2	Institution has a documented zero tolerance policy for discrimination and related discrimination reporting systems	1
3	Implicit bias/anti-racism training is required for all faculty, program staff, applicant reviewers, and decision makers	2
4	Other	0

2.4	Select the program strategies you will use to encourage your residents to practice in Areas of Unmet Need (AUN)	18
1	Use targeted recruitment strategies to prioritize residents coming from AUN	4
2	Provide employment assistance opportunities to encourage graduates to commit to patient-focused/clinical-focused practice in AUN	6
3	Provide employment assistance leading to graduate employment in AUN	4
4	Include a required, patient-focused/clinic-focused curriculum intended to build health equity knowledge and competencies	4
5	Other	0
2.5	Select the strategies you will incorporate to implement culturally responsive care training into the program's curriculum	19
1	Hire bilingual staff with language fluency	4
2	Provide residents training in cultural competency	6
3	Teach professionalism that incorporates multi-cultural social etiquettes and social norms representative of primary care residents	6
4	Have residents participate in community outreach activities in AUN (e.g., going to high schools in AUN)	3
5	Other	0
	<b>Total points possible for Section 2</b>	<b>91</b>
	<b>Total points possible for Sections 1 and 2</b>	<b>111</b>

†: Calculated based on severity of need

### **Attachment C: Existing PCR Slots Sample Grant Agreement**

GRANT AGREEMENT BETWEEN THE  
DEPARTMENT OF HEALTH CARE ACCESS AND INFORMATION AND  
[CONTRACTOR NAME], [DOING BUSINESS AS], [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], [Doing Business As], [Program Name] [Specialty] (collectively the “Grantee”).

WHEREAS, HCAI expands access to quality, equitable, affordable health care for all Californians by supporting high value delivery systems, resilient health facilities and workforces, and actionable health information and strategies.

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 family 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 Healthcare Workforce Training Program, by submitting an application in response to the [Application Year] Song-Brown Primary Care Residency 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] or upon execution, whichever is later, and shall terminate on [Final Report 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 primary care training for [Number of Residents] resident(s) for a three-year cycle beginning [Agreement Start Date] and ending [Agreement End Date].
- D. Reporting: Grantee shall complete and submit three annual reports. The last annual report shall be submitted within 60 days of the end of payment year three (3) but no later than the end of the Agreement Term. Reports shall be submitted 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 receipt and approval of the certifications as specified in subsection four (4) 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 are not an allowable expense.
4. Certifications shall include the Agreement Number, the names of the resident(s) trained under this Agreement, and a signature by the Program Director certifying that each resident(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 for each year 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:

Budget Detail: HCAI shall reimburse Grantee for the expenses incurred in performing the Scope of Work in accordance with the following schedule:

Payment Year 1	[Year1 Start Date] to [Year1 End Date]	[Amount] per resident per year for [Number of Residents] resident(s)	[Annual Amount]
Payment Year 2	[Year2 Start Date] to [Year2 End Date]	[Amount] per resident per year for [Number of Residents] resident(s)	[Annual Amount]
Payment Year 3	[Year3 Start Date] to [Year3 End Date]	[Amount] per resident per year for [Number of Residents] resident(s)	[Annual 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 residency program provided that the institution maintains such written fiscal control and accounting procedures as 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 residency program for the purpose of audit and examination.
  - b. The training institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this grant (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.
  - c. The training institution agrees to make available at the office of the training institution at all reasonable times during the period set forth in subparagraph (d) below any of the records for inspection, audit or reproduction by an authorized representative of the State.
  - d. The training institution shall preserve and make available its records (a) for a period of three (3) years from the date of final payment under this Agreement, and (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by subparagraph (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.

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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 Contractor 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 Contractor advance written notice of such termination, allowing Contractor 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. Nondiscrimination 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.

**Grantee:** <<Contractor>><<Doing Business As>>  
 <<Training Program>>

**Grant Number:** <<Agreement Number>>

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

State Agency: Department of Health Care Access and Information	Grantee Name: [Contractor], [Doing Business As], [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: <a href="mailto:SongBrown@hcai.ca.gov">SongBrown@hcai.ca.gov</a>	Email: [Contractor Email]

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

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

**Grantee:** <<Contractor>><<Doing Business As>>  
<<Training Program>>

**Grant Number:** <<Agreement Number>>

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By signing this Grant Agreement, I acknowledge that I am subject to the eligibility requirements identified in the {Cycle Program Name and number, if applicable} Grant Guide (the "Grant Guide"), which is incorporated into this Agreement in its entirety by reference. I understand that I may be disqualified from the process if an eligibility conflict is identified based on the criteria set forth in the Grant Guide.

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

[DEPARTMENT OF  
HEALTH CARE ACCESS  
AND INFORMATION]

[GRANTEE]  
[Contractor,][Doing Business As,]  
[Training Program]

Signature:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

[Additional Signatory]

Signature:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

## **Attachment D: Expansion PCR Slots Sample Grant Agreement**

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], [Doing Business As], [Program Name] [Specialty] (collectively the “Grantee”).

WHEREAS, HCAI expands access to quality, equitable, affordable health care for all Californians by supporting high value delivery systems, resilient health facilities and workforces, and actionable health information and strategies.

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 family physicians, primary care physician's assistants, certified nurse midwives, licensed midwives, nurse practitioner/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 Healthcare Workforce Training Program, by submitting an application in response to the [Application Year] Song-Brown Primary Care Residency 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] or upon execution, whichever is later, and shall terminate on [Final Report 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 primary care training for [Number of Residents] resident(s) for a three-year cycle beginning [Agreement Start Date] and ending [Agreement End Date]. Each resident supported represents a permanent expansion of the program.

D. Reporting: Grantee shall complete and submit three annual reports. The last annual report shall be submitted within 60 days of the end of payment year three (3) but no later than the end of the Agreement Term. Reports shall be submitted 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 receipt and approval of the certifications as specified in subsection four (4) 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 are not an allowable expense.
4. Certifications shall include the Agreement Number, the names of the resident(s) trained under this Agreement, and a signature by the Program Director certifying that each resident(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 for each year 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:**

Budget Detail: HCAI shall reimburse Grantee for the expenses incurred in performing the Scope of Work in accordance with the following schedule:

Payment Year 1	[Year1 Start Date] to [Year1 End Date]	[Amount] per resident per year for [Number of Residents] resident(s)	[Annual Amount]
Payment Year 2	[Year2 Start Date] to [Year2 End Date]	[Amount] per resident per year for [Number of Residents] resident(s)	[Annual Amount]
Payment Year 3	[Year3 Start Date] to [Year3 End Date]	[Amount] per resident per year for [Number of Residents] resident(s)	[Annual 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 residency program provided that the institution maintains such written fiscal control and accounting procedures as 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 residency program for the purpose of audit and examination.
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  - 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:
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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.
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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.

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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.

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  - 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.
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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.

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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.

**Grantee:** <<Contractor>><<Doing Business As>>  
<<Training Program>>

**Grant Number:** <<Agreement Number>>

Page **37** of **75**

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

State Agency: Department of Health Care Access and Information	Grantee Name: [Contractor], [Doing Business As], [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: <a href="mailto:SongBrown@hcai.ca.gov">SongBrown@hcai.ca.gov</a>	Email: [Contractor Email]

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

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

**Grantee:** <<Contractor>><<Doing Business As>>  
<<Training Program>>

**Grant Number:** <<Agreement Number>>

Page **38** of **75**

By signing this Grant Agreement, I acknowledge that I am subject to the eligibility requirements identified in the {Cycle Program Name and number, if applicable} Grant Guide (the "Grant Guide"), which is incorporated into this Agreement in its entirety by reference. I understand that I may be disqualified from the process if an eligibility conflict is identified based on the criteria set forth in the Grant Guide.

[DEPARTMENT OF  
HEALTH CARE ACCESS  
AND INFORMATION]

[GRANTEE]  
[Contractor,][Doing Business As,]  
[Training Program]

Signature:

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Name:

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Title:

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Date:

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Signature:

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Name:

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Title:

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Date:

---

[Additional Signatory]

Signature:

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Name:

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Title:

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Date:

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## **Attachment E: THC Existing PCR Slots Sample Grant Agreement**

GRANT AGREEMENT BETWEEN THE  
DEPARTMENT OF HEALTH CARE ACCESS AND INFORMATION AND  
[CONTRACTOR NAME], [DOING BUSINESS AS], [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], [Doing Business As], [Program Name] [Specialty] (collectively the “Grantee”).

WHEREAS, HCAI expands access to quality, equitable, affordable health care for all Californians by supporting high value delivery systems, resilient health facilities and workforces, and actionable health information and strategies.

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 family 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 Healthcare Workforce Training Program, by submitting an application in response to the [Application Year] Song-Brown Primary Care Residency 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] or upon execution, whichever is later, and shall terminate on [Final Report 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 primary care training for [Number of Residents] first-year residents.
- D. Final Report: Grantee shall complete and submit a Final Report within 60 days of the end of payment year one (1) 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, an initial payment of 70 percent of the full Grant Award will be made upon execution of the Agreement. HCAI will withhold the remaining 30 percent of the Grant Award pending satisfactory completion by the Grantee of all the terms and conditions required by the Agreement.
  2. The total amount payable to the Grantee under this Agreement shall not exceed [Total Award Amount].
  3. The Grantee shall submit a final report for payment of the remaining 30 percent of the Grant Award. The final report shall detail all allowable expenses for the full Grant Award, the Grant Agreement Number, and signature by the Program

Director. Submit the final report using the online forms HCAI provides, located at <https://funding.hcai.ca.gov/>.

4. HCAI will withhold the final 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:

Budget Detail: HCAI shall reimburse Grantee for the expenses incurred between [Agreement Start Date] and [Agreement End Date] in performing the Scope of Work in accordance with the following schedule:

Direct Cost Allowances	TOTAL PROGRAM ANNUAL BUDGET	SONG-BROWN FUNDING
(1) Personnel	\$[Program Budget]	\$[Song-Brown Funds]
[Full-time/Part-time] Faculty and staff		
(2) Operating Expenses	\$[Program Budget]	\$[Song-Brown Funds]
[Supplies, equipment under \$500.00, postage, duplication, equipment maintenance, communication, and memberships]		
(3) Major Equipment	\$[Program Budget]	\$[Song-Brown Funds]
[Equipment over \$500.00]		
(4) Other Costs	\$[Program Budget]	\$[Song-Brown Funds]
[Travel, consultants, and stipends]		
(5) Subtotal	\$[Program Budget]	\$[Song-Brown Funds]
(6) Indirect Costs (8% maximum)	\$[Program Budget]	\$[Song-Brown Funds]
(7) Total Proposed Budget	\$[Program Budget]	\$[Song-Brown Funds]

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 residency program provided that the institution maintains such written fiscal control and accounting procedures as 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 residency program for the purpose of audit and examination.
    - b. The training institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this grant (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.
    - c. The training institution agrees to make available at the office of the training institution at all reasonable times during the period set forth in subparagraph (d) below any of the records for inspection, audit or reproduction by an authorized representative of the State.

- d. The training institution shall preserve and make available its records (a) for a period of three (3) years from the date of final payment under this Agreement, and (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by subparagraph (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 Contractor 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 Contractor advance written notice of such termination, allowing Contractor 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 shall be 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. Nondiscrimination 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., Title 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 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.

**Grantee:** <<Contractor>><<Doing Business As>>  
<<Training Program>>

**Grant Number:** <<Agreement Number>>

Page **48** of **75**

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.

**Grantee:** <<Contractor>><<Doing Business As>>  
 <<Training Program>>

**Grant Number:** <<Agreement Number>>  
 Page **49** of **75**

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

State Agency: Department of Health Care Access and Information	Grantee Name: [Contractor], [Doing Business As], [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: <a href="mailto:SongBrown@hcai.ca.gov">SongBrown@hcai.ca.gov</a>	Email: [Contractor Email]

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

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

**Grantee:** <<Contractor>><<Doing Business As>>  
<<Training Program>>

**Grant Number:** <<Agreement Number>>  
Page **50** of **75**

By signing this Grant Agreement, I acknowledge that I am subject to the eligibility requirements identified in the {Cycle Program Name and number, if applicable} Grant Guide (the "Grant Guide"), which is incorporated into this Agreement in its entirety by reference. I understand that I may be disqualified from the process if an eligibility conflict is identified based on the criteria set forth in the Grant Guide.

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

[DEPARTMENT OF  
HEALTH CARE ACCESS  
AND INFORMATION]

[GRANTEE]  
[Contractor,][Doing Business As,]  
[Training Program]

Signature:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Name:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

Date:

\_\_\_\_\_

[Additional Signatory]

Signature:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

**Attachment F: New PCR Match Program Sample Grant Agreement**

GRANT AGREEMENT BETWEEN THE  
DEPARTMENT OF HEALTH CARE ACCESS AND INFORMATION AND  
[CONTRACTOR NAME], [DOING BUSINESS AS], [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], [Doing Business As], [Program Name] [Specialty] (collectively the “Grantee”).

WHEREAS, HCAI expands access to quality, equitable, affordable health care for all Californians by supporting high value delivery systems, resilient health facilities and workforces, and actionable health information and strategies.

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 family 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 Healthcare Workforce Training Program, by submitting an application in response to the [Application Year] Song-Brown Primary Care Residency 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] or upon execution, whichever is later, and shall terminate on [Final Report 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, use grant funds to offset the costs associated with obtaining continued residency program accreditation from the Accreditation Council for Graduate Medicine Education (ACGME).
  2. The Grantee shall complete the following phases as described, in the sequence listed, and submit documentation to HCAI for each completed phase.
    - a. An institutional affiliation with a residency program or hospital already accredited by ACGME to serve as the applicant's sponsor for the new medical residency program. Proof of this affiliation shall be provided to HCAI in the form of either the letter submitted by the grantee to ACGME seeking Institutional Accreditation along with related documentation submitted to the ACGME, or the ACGME Institutional Accreditation letter.

- b. A fiscal plan that reflects the consultant, staff, faculty, facility and/or other costs including identified funding streams, associated with achieving ACGME continued residency accreditation.
- c. An accreditation timeline that describes the planned schedule for ACGME accreditation phases a – g listed here.
- d. Recruited training sites in the form of health facilities and other clinical sites at which residents will train over the course of their residency.
- e. Residency program design and curriculum, including an overall plan for clinical rotations, didactic teaching, and other longitudinal curricula.
- f. Recruit and develop faculty who reflect the socio-demographic and other characteristics of the underserved community they serve and develop the skills of program faculty to utilize best practices in education, communication, and cooperation within their department.
- g. ACGME accreditation in the form of an ACGME-approved application that has been through every step of the Application Review Process, which includes:
  - i. Review Committee initial review
  - ii. Accreditation Site Visit conducted (if applicable)
  - iii. Review Committee Meeting second review
  - iv. Continued residency accreditation approval or denial

**D. Reports and Deliverables:**

The grantee shall submit all the Deliverables for [grant agreement number], as outlined in Agreement Section C. The grantee will submit deliverables using the online reporting forms that HCAI provides, located at <https://funding.hcai.ca.gov/>.

Reporting Requirements		
Accreditation Phases	Phase Description	Deliverables
Phase A	ACGME Institutional Affiliation	ACGME letter of Institutional Accreditation (submitted at time of application).
Phase B Phase C Phase D	Fiscal Plan Timeline in Place Training Sites Recruited	Documents demonstrating proof of completion of Phases B through D.
Phase E Phase F Phase G	Curriculum Development Faculty Recruitment Secure ACGME Continued Residency Accreditation	Documents demonstrating proof of (a) ACGME Continued Residency Accreditation, and (b) all allowable expenses for Phases A through G.

E. Invoicing:

1. For services satisfactorily rendered in accordance with the Scope of Work, funds will be disbursed upon the satisfactory completion of all terms and conditions and proof of continued residency program accreditation by the ACGME and allowable expenses. Additional information may be requested by HCAI 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.
4. Matching Funds Requirement:

Grantee will match the equivalent of twenty-five percent (25%) of the full award, using their own funds toward their overall residency program expenses. Grantee must provide proof of expenses on, or before the end of the grant agreement term to receive full payment as follows:

HCAI – Grant Award Amount	Grantee Participation – Twenty-Five Percent (25%) Match	Total Budget
\$ X,XXX,XXX	\$ XXX,XXX	\$ X,XXX,XXX

F. Budget Detail and Payment Provisions:

Budget Detail: HCAI shall reimburse Grantee for the expenses incurred in performing the Scope of Work through three payments that shall not exceed [Total Award Amount]. If the Grantee fails to achieve any accreditation phase within the term of the grant agreement, HCAI will not issue any further payment, and the Grantee will forfeit any remaining balance of the total award.

<b>Payment Provisions</b>		
<b>Accreditation Phases</b>	<b>Phase Description</b>	<b>Song-Brown Award - Funding Allocation</b>
Phase A	ACGME Institutional Affiliation	Initial twenty-five percent (25%) payable within 60 days of grant agreement execution.
Phase B Phase C Phase D	Fiscal Plan Timeline in Place Training Sites Recruited	Additional twenty-five percent (25%) payable with proof of completion of Phases B through D.
Phase E Phase F Phase G	Curriculum Development Faculty Recruitment Secure ACGME Continued Residency Accreditation	Balance of funds payable with proof of (a) all allowable expenses, (b) ACGME Continued Residency Accreditation, and (c) all other stipulated conditions in the grant agreement.

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 the training institution's accounting practices based on generally accepted accounting principles consistently applied regardless of the source of funds. Supporting records must be in sufficient detail to show the exact amount and nature of expenditures.

Training institutions may elect to commingle grant funds received pursuant to the Agreement with any other income available for operation of the residency program provided that the institution maintains such written fiscal control and accounting procedures as are necessary to 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 residency program, for the purpose of audit and examination.
    - b. The training institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this grant (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.
    - c. The training institution agrees to make available at the office of the training institution at all reasonable times during the period set forth in subparagraph (d) below any of the records for inspection, audit or reproduction by an authorized representative of the State.
    - d. The training institution shall preserve and make available its records (a) for a period of three 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 Contractor 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 Contractor advance written notice of such termination, allowing Contractor 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. Nondiscrimination 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, reproductive health decision making, 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, 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 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.

**Grantee:** <<Contractor>><<Doing Business As>>  
<<Training Program>>

**Grant Number:** <<Agreement Number>>

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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.

**Grantee:** <<Contractor>><<Doing Business As>>  
<<Training Program>>

**Grant Number:** <<Agreement Number>>  
Page **63** of **75**

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

State Agency: Department of Health Care Access and Information	Grantee Name: [Contractor], [Doing Business As], [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	Training Program Name: [Training Program Name]
Section/Unit: Health Workforce Development/ Song-Brown	
Name: [HCAI Assigned Analyst] Song-Brown Program Officer	Name of Representative: [Program Representative]
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]

**Grantee:** <<Contractor>><<Doing Business As>>  
<<Training Program>>

**Grant Number:** <<Agreement Number>>

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By signing this Grant Agreement, I acknowledge that I am subject to the eligibility requirements identified in the {Cycle Program Name and number, if applicable} Grant Guide (the "Grant Guide"), which is incorporated into this Agreement in its entirety by reference. I understand that I may be disqualified from the process if an eligibility conflict is identified based on the criteria set forth in the Grant Guide.

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

[DEPARTMENT OF  
HEALTH CARE ACCESS  
AND INFORMATION]

[GRANTEE]  
[Contractor,][Doing Business As,]  
[Training Program]

Signature:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

[Additional Signatory]

Signature:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

**Attachment G: New PCR Classic Programs Sample Grant Agreement**

GRANT AGREEMENT BETWEEN THE  
DEPARTMENT OF HEALTH CARE ACCESS AND INFORMATION AND  
[CONTRACTOR NAME], [DOING BUSINESS AS], [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], [Doing Business As], [Program Name] [Specialty] (collectively the “Grantee”).

WHEREAS, HCAI expands access to quality, equitable, affordable health care for all Californians by supporting high value delivery systems, resilient health facilities and workforces, and actionable health information and strategies.

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 family 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 Healthcare Workforce Training Program, by submitting an application in response to the [Application Year] Song-Brown Primary Care Residency 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] or upon execution, whichever is later, and shall terminate on [Final Report 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 offset the costs associated with obtaining continued residency program accreditation from the Accreditation Council for Graduate Medicine Education (ACGME).

- D. Final Report: Grantee shall complete and submit a Final Report within 60 days of the end of the payment term 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, funds will be disbursed upon the satisfactory completion of all terms and conditions and proof of continued residency program accreditation by the ACGME and allowable expenses. Additional information may be requested by HCAI 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.
4. The Grantee shall submit for payment a certification form provided by HCAI detailing allowable expenses. The certification, along with proof of continued residency program accreditation by the ACGME and allowable expenses, shall

include the Grant Agreement Number and signature by the Program Director. The Grantee shall submit all required documents using the online forms that HCAI provides, located at <https://funding.hcai.ca.gov/>.

5. HCAI will withhold the final payment due to the Grantee under this Agreement until all required documents 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 documents. HCAI will notify the Grantee of approval in writing.

**F. Budget Detail and Payment Provisions:**

Budget Detail: HCAI shall reimburse Grantee for the expenses incurred in performing the Scope of Work in accordance with the following schedule:

<b>Payment Term</b>	<b>One-Time Payment</b>
[Year1 Start Date] to [Year1 End Date]	[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 residency program, provided that the institution maintains such written fiscal control and accounting procedures as 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 residency program, for the purpose of audit and examination.
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- 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 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.

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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.

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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.

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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.
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6. Nondiscrimination 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 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 federal, state, or local funds to provide primary care services.

**Grantee:** <<Contractor>><<Doing Business As>>  
<<Training Program>>

**Grant Number:** <<Agreement Number>>

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

State Agency: Department of Health Care Access and Information	Grantee: [Contractor], [Doing Business As], [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: <a href="mailto:SongBrown@hcai.ca.gov">SongBrown@hcai.ca.gov</a>	Email: [Contractor Email]

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

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

By signing this Grant Agreement, I acknowledge that I am subject to the eligibility requirements identified in the {Cycle Program Name and number, if applicable} Grant Guide (the "Grant Guide"), which is incorporated into this Agreement in its entirety by reference. I understand that I may be disqualified from the process if an eligibility conflict is identified based on the criteria set forth in the Grant Guide.

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

[DEPARTMENT OF  
HEALTH CARE ACCESS  
AND INFORMATION]

[GRANTEE]  
[Contractor,][Doing Business As,]  
[Training Program]

Signature:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

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Date:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

[Additional Signatory]

Signature:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_