



**Department of Health Care
Access and Information**

Primary Care Residency (PCR)
Training Programs

Grant Guide
For Fiscal Year 2022-23

If your program requires approval to contract from a coordinating authority, please inform the authority of the terms and conditions contained in the sample grant agreements. All applicants must agree to the terms and conditions before receiving funds. The Department of Health Care Access and Information will not make changes to the terms and conditions specified in this Grant Guide.

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A. Background and Mission

Pursuant to the Song-Brown Health Care Workforce Training Act (Song-Brown Act), Health & Safety Code Sections 128200, et. seq., the Department of Health Care Access and Information (HCAI) will consider applications to support the training of primary care physicians. After review of the applications, HCAI staff makes recommendations for grant awards to the Director of HCAI.

HCAI shall give priority to programs that have demonstrated success in the following areas:

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

B. Available Funding and Award Categories

1. Available Funding

Grant awards are limited to the funds specified in the State Budget Act of 2022. 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 \$81,000,000 in state funding is available to support Family Medicine, Internal Medicine, Obstetrics and Gynecology (OB/GYN), and Pediatric residency programs for these purposes:

- a. \$18.7 million to fund existing PCR slots
- b. \$5.7 million to fund existing Teaching Health Center (THC) primary care slots
- c. \$3.3 million to fund expanding PCR programs
- d. \$53.3 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.

2. Award Categories

a. Existing PCR Slots–Existing Slots

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

b. 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.

c. 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.

d. New PCR Programs

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

e. New PCR Programs with a Match

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

C. Determining Eligibility

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, Expansion, or THC 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, 2023?

If yes, you may apply for THC Existing 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 after July 1, 2016?

If yes, you may apply for Expansion Slots funding.

4. Are you a program that meets 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	Phase Description	Phase Completed	Eligibility Result
Phase A	ACGME Institutional Affiliation	"Yes"	\$2 million dollars with a 25% match
Phase B	Fiscal Plan	"Yes" or "No"	
Phase C	Timeline in Place	"Yes" or "No"	
Phase D	Training Sites Recruited	"No"	
Phase E	Curriculum Development	"No"	
Phase F	Faculty Recruitment	"No"	
Phase G	Secure ACGME Residency Accreditation	"No"	

- d. You are willing to match twenty-five percent (25%) of your organization's funds, toward 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 obtained residency program accreditation, has no first-year residents at the time of the application, and has not received any prior Song-Brown funding.
- b. Has completed Phases A – D:

	Phase Description	Phase Completed	Eligibility Result
Phase A	ACGME Institutional Affiliation	"Yes"	\$1 million dollars
Phase B	Fiscal Plan	"Yes"	
Phase C	Timeline in Place	"Yes"	
Phase D	Training Sites Recruited	"Yes"	
Phase E	Curriculum Development	"Yes" or "No"	
Phase F	Faculty Recruitment	"Yes" or "No"	
Phase G	Secure ACGME Residency Accreditation	"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.

D. Funding Categories

1. Existing Slots

Funding disbursed over a three-year period to support at least one resident of an existing PCR program.

2. THC Existing Slots

Funding to support a recognized THC.

3. Expansion Slots

Funding disbursed over a three-year period to support at least one resident of a PCR program that is permanently expanding the number of categorical PCR residency slots.

4. New PCR Programs

Funds to offset the costs associated with achieving ACGME residency accreditation through completion of accreditation phases E-G.

5. New PCR Programs with a Match

Funds to offset the start-up costs associated with achieving ACGME residency accreditation through completion of accreditation phases A-G.

Accreditation Phases Table		
Accreditation Phases	Phase Description	Song-Brown Award - Funding Allocation
Phase A	ACGME Institutional Affiliation	Twenty-five percent (25%) payable within 60 days of their full award upon execution of the Agreement.
Phase B Phase C Phase D	Fiscal Plan Timeline in Place Training Sites Recruited	Additional twenty-five percent (25%) payable with proof of completing Phases A through D, and proof of expenses accrued through completion of Phase D.
Phase E Phase F Phase G	Curriculum Development Faculty Recruitment Secure ACGME Residency Accreditation	Remaining fifty percent (50%) payable with proof of completing Phases A through G with proof of expenses, fund-matching, and meeting all the stipulated conditions in contract through completion of Phase G.
Total		100% Sum of Full Award

E. Grant Questions and Answers

You can find answers to most questions in this Grant Guide, Technical Assistance Guide, and/or in the eApp. If you have any questions related to the intent or interpretation of grant language, email Song-Brown staff at songbrown@hcai.ca.gov.

F. 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. Refer to Section E for more information.
3. Applicants are responsible for providing all necessary documents and ensuring that the information contained within the application is accurate.

G. Submitting Grant Applications

An organization may submit one application even if seeking funding for multiple award categories. For example, an established THC may request THC Existing Slots, Existing Slots, **AND** Expansion Slots funding (if applicable) within the same application. Organizations applying for any New PCR Programs funding cannot apply for other funding categories in the same application cycle.

1. 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.
2. Applicants are entirely responsible for costs incurred in developing applications in anticipation of award of the agreement and shall not charge the State of California for these costs.
3. HCAI reserves the right to reject all applications.

H. Budget Restrictions

Applicants seeking THC Existing Slots funding must submit a proposed budget.

A THC grantee shall submit in writing any requests to change a THC budget at least 90 days before the grant end date.

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

The Grantee shall not use these Song-Brown funds to supplant existing state or local funds.

I. Evaluation and Scoring Procedures

1. Review Process

Applications submitted between June 27, 2022 and the early submission date of July 27, 2022, 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. An application is considered final if an applicant does not make any changes to the application by the established due date. Applications submitted after July 27, 2022, but before the application close date of August 10, 2022, are considered final.

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

2. 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 Slots, THC Existing Slots, and Expansion Slots. Attachment B references New PCR Programs & New PCR Programs with a Match.

Through the application process, HCAI will evaluate each applicant's ability to meet the statutory priorities set forth in the Song-Brown Act.

J. Final Selections

HCAI will make award recommendations based on which applications best meet the Song-Brown goals and statutory priorities. Once the HCAI Director concurs on award recommendations, HCAI will announce grantees.

K. Additional Terms and Conditions

1. By submitting an application, you and your organization agree to the grant terms and conditions specified in this Grant Guide.
2. 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 E, F, G, H, and I: 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 that the submission of an application implies express acceptance of the terms. All applicants must agree to the terms and conditions prior to receiving funds. HCAI will 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 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 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.

L. Grant Deliverables and Payment Provisions

1. Payment Provisions for Existing and Expansion Slots Funding

- Grantees will have three years to expend their funds.
- HCAI does not allow indirect costs for Existing or Expansion Slots grants.
- HCAI makes payments in arrears and upon receipt of a quarterly certification from the program documenting the program has met the intent of the grant.
- HCAI will withhold the final quarterly payment pending satisfactory completion of all the terms and conditions required by the grant.
- Grantees must submit a Final Report within 60 days of the end of payment year three.

- If, upon reviewing the Final Report, HCAI finds that Grantees did not meet all deliverables and/or expend all funds, HCAI will request the remittance of those funds from the Grantee.

2. Payment Provisions for THC Existing Slots Funding

- Grantees will have one-year to expend their funds.
- HCAI will reimburse for indirect costs that do not exceed eight percent of the total dollars awarded. Applicants may choose not to include indirect costs in their application.
- Grantees will receive 70 percent of the award upon execution of the agreement. HCAI will pay the balance due pending satisfactory completion of all the terms and conditions required by the grant.
- Grantees must submit a Final Report within 60 days of the end of the agreement term.
- If, upon reviewing the Final Report, HCAI finds that Grantees did not meet all deliverables and/or expend all funds, HCAI will request the remittance of those funds from the Grantee.

3. Payment Provisions for New PCR Programs

- HCAI does not allow indirect costs on any New PCR Programs application.
- HCAI will pay awardees for allowable expenses pending satisfactory completion of all the terms and conditions required by the grant.
- Grantees that do not have residency accreditation by time of award must do so within the term of the grant agreement to receive payment.

4. Payment Provisions for New PCR Programs with Match

- HCAI does not allow indirect costs on any New PCR Programs application.
- HCAI will pay awardees for allowable expenses pending satisfactory completion of all the terms and conditions required by the grant.
- For New PCR Programs with match payment provisions visit the [Accreditation Phases Table \(page 9\)](#).

M. Resources

HCAI will conduct a technical assistance webinar to assist you in completing an application. The Song-Brown Scoring Process Guide and the Glossary of Terms are additional resources. For information about the webinars and to view all available resources, see <https://hcai.ca.gov/wp-content/uploads/2022/06/Song-Brown-Program-Glossary-Final-6.23.22-Accessible.pdf>

N. Key Dates

The key dates for the program year are as follows:

Key Events	Dates and Times
Application Opens	June 30, 2022 at 3:00 p.m.
Application Early Submission	July 29, 2022 at 3:00 p.m.
Application Closes	August 12, 2022 at 3:00 p.m.
Award Notice	By November 28, 2022
Grant terms: New PCR Programs New PCR Programs with a Match THC Existing Slots Existing and Expansion Slots	January 1, 2023 - August 29, 2024 January 1, 2023 - August 29, 2025 January 1, 2023 - February 28, 2024 June 30, 2023 - August 31, 2026

eApp 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 the Commission 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 Information
3. Training Sites
4. Program Data
5. Executive Summary
6. Funding and Expenditures
7. Resident Data
8. Graduate Data
9. Required Documents
10. Assurances

For all New PCR Programs:

1. Program Information
2. Contract Information
3. Training Sites
4. Executive Summary
5. Residency Training
6. Faculty Qualifications

7. Expected Expenditures
8. Patient Demographics
9. Required Documents
10. Assurances

O. eApp Technical Guide

1. Accessing the Application System

HCAI uses the eApp to allow programs to submit applications. This Grant Guide contains information you need to complete an application in the eApp.

To access the eApp, go to <https://funding.hcai.ca.gov>. To ensure proper functionality in the eApp, use Chrome or Microsoft Edge. Internet Explorer is no longer supported.

2. Registration and Login

All applicant organizations and their designees must register in the eApp. To register for the first time, click the “CREATE ACCOUNT” button on the “Home Page” and follow the instructions. All newly created accounts default to the “Grant Preparer” role. The Program Director must send an email request to SongBrown@hcai.ca.gov for HCAI to assign their account to the “Program Director” role. Only accounts designated as “Program Director” may initiate and submit applications. Once designated as a “Program Director”, you may initiate an application by clicking “Apply Here” at the top of the eApp page.

The Program Director has administrative rights to grant other individuals’ access to edit the application as a Grant Preparer. To assign other grant preparers access to edit your Song-Brown application, navigate to your Profile, and click “Assign Other Users” on the left-hand column. Only Program Directors and registered grant preparers have access to the application.

3. Submitting an Application

- By submitting the application, you/your organization agree to the grant Terms and Conditions.
- HCAI will not consider late or incomplete applications. For more detailed information, refer to Section N, Key Dates, in this Grant Guide.
- Once you click the submit button, you cannot go back to revise the application.
- The eApp will email a confirmation of receipt to the designated Program Director.

P. Department Contact

For questions related to Song-Brown and the eApp, please email Song-Brown staff at songbrown@hcai.ca.gov

Thank you!

Thank you for your interest in applying to the Song-Brown program and for your continued efforts in supporting those who are educating residents for practice in underserved areas.

Attachment A: Evaluation Criteria for Existing PCR Slots, THC Existing PCR Slots, and PCR Expansion Slots

Section I	Statutory Criteria	Total Points Available
1	Clinical training sites in medically underserved areas.	20
2	Recruitment of underrepresented minority graduates.	20
3	Placement of graduates in medically underserved areas.	20
	Total points possible for Section I	60
Section II	Other Considerations	Total Points Available
1	Do your non-first year residents spend at least an average of 8 hours per week at a primary care continuity clinic?	10
2	Percent and number of graduates in primary care ambulatory settings five years' post residency.	20
3	Percent and number of underrepresented minority students.	10
4	Describe the training sites payer mix. (Up to 3 continuity clinics) 0 points: Combination of Medi-Cal, Medi-Cal/ Medicare, and Uninsured Payers 0-49% 10 points: Combination of Medi-Cal, Medi-Cal/ Medicare, and Uninsured Payers 50-74% 20 points: Combination of Medi-Cal, Medi-Cal/ Medicare, and Uninsured Payers 75-100%	20
	Total points possible for Section II	60
	Total points possible for Section I and II	120

Attachment B: Evaluation Criteria for all New PCR Programs

Section I	Statutory Criteria	Total Points Possible
1	Clinical training sites in medically under-served areas.	20
	Total points possible for Section I	20
Section II	Other Considerations	Total Points Possible
1	Describe the training sites payer mix. (Up to 3 continuity clinics) 0 points: Combination of Medi-Cal, Medi-Cal/Medicare, and Uninsured Payers 0-49%. 10 points: Combination of Medi-Cal, Medi-Cal/Medicare, and Uninsured Payers 50-74%. 20 points: Combination of Medi-Cal, Medi-Cal/Medicare, and Uninsured Payers 75-100%.	20
2	Do you have a residency program at your facility/primary site? Does your facility/primary site serve as a rotation site for another residency program?	25
3	Will your residents train side-by-side with Family Nurse Practitioner's (FNP's) and/or Physician Assistants (PA's)?	10
4	Select the strategies you will use to recruit and support residents from underrepresented communities. 0 points: The applicant does not identify any strategies. 8 points: The applicant identifies 1-3 strategies on how they will recruit and support residents from underrepresented communities. 15 points: The applicant identifies 4 or	15

	more strategies on how they will recruit and support residents from underrepresented communities.	
Section II	Other Considerations	Total Points Possible
5	<p>Select the program strategies you will use to encourage your residents to practice in areas of unmet need:</p> <p>0 points: The applicant does not identify any strategies. 8 points: The applicant identifies 1-3 strategies of how they will encourage residents practice in areas of unmet need. 15 points: The applicant identifies 4 or more strategies on how they will encourage residents to practice in areas of unmet need.</p>	15
6	<p>Select the strategies you will incorporate to implement culturally responsive care training into the program's curriculum:</p> <p>0 points: The applicant does not any strategies to implement culturally responsive care training into the program's curriculum 8 points: The applicant identifies 1-5 strategies on how they will implement culturally responsive care training into the program's curriculum. 15 points: The applicant identifies 6 or more strategies on how they will implement culturally responsive care training into the program's curriculum.</p>	15
7	Provide the percent of languages spoken by patients that will be served by the proposed residency program at their primary rotation site/s.	20

Grantee: <<Contractor>>

<<Training Program>>

Grant Number: <<Agreement Number>>

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	0 points: patient language is equal to or less than 10%. 10 points: patient language is between 10%-35% of Medi-Cal Threshold languages 20 points: patient language is at least 35% of Medi-Cal Threshold languages	
	Total points possible for Section II	120
	Total points possible for Sections I and II	140

Attachment C: Song-Brown Definitions

American Indian, Native American or Alaska Native means persons having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community association.

Asian means persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, for example, Cambodia, China, Indonesia, Japan, Korea, Laos, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black, African American or African means persons having origins in any of the black racial groups of Africa.

Hispanic or Latino means persons of Cuban, Mexican, Puerto Rican, Central or South American or other Spanish culture or origin regardless of race.

Native Hawaiian or Other Pacific Islander means persons having origins in any of the original peoples of Hawaii, Fiji, Guam, Samoa, Tonga, or other Pacific Islands.

Other means persons of any race or ethnicity not identified as American Indian, Native American or Alaska Native, Asian, Black, African American or African, Hispanic or Latino, Native Hawaiian or Other Pacific Islander, and White, Caucasian, or European/Middle Eastern.

Underrepresented Groups in Medicine (URM) refers to racial and ethnic populations that are underrepresented in the health professions relative to their numbers in the total population under consideration. In most instances, this will include Black, African- American or African, Hispanics or Latinos, American Indians, Native American or Alaskan natives, Native Hawaiians or other Pacific Islanders, and Asians other than Chinese, Filipinos, Japanese, Koreans, Malaysians, Pakistanis, Asian Indian, and Thai.

White/ Caucasian, European/Middle Eastern means persons having origins in any of the original peoples of Europe, the Middle East, or North Africa.

Attachment D: Existing PCR Slots Sample Grant Agreement

GRANT AGREEMENT BETWEEN THE
DEPARTMENT OF HEALTH CARE ACCESS AND INFORMATION AND
[CONTRACT NAME], [PROGRAM NAME]
-[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 (“HCAI”), and [Contractor Name], [Program Name] [Specialty] (collectively the “Grantee”).

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

WHEREAS, HCAI is authorized by Song-Brown Health Care Workforce Training Act, Health and Safety Code § 128200 et seq., to issue grants for the purpose of supporting programs that train family and primary care physicians, osteopathic family physicians, primary care physician's assistants, registered nurses and primary care nurse practitioners to provide needed services in areas of unmet need within the State.

WHEREAS, Grantee applied to participate in the Song-Brown 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 Health Care Access and Information or their designee.
4. “Deputy Director” means the Deputy Director of the Health Workforce Development Division (HWDD) 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 the [Agreement Start Date] and shall terminate on [Agreement End Date].
- C. Scope of Work: Grantee agrees to the following Scope of Work as set forth herein. In the event of a conflict between the provisions of this section and the Grantee's Application, the provisions of this Scope of Work Section shall prevail:
1. Comply with the latest version of the Family Medicine/Internal Medicine/Obstetrics and Gynecology/Pediatrics Standards.
Version: [Month-Date-Year].
 2. 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. Final Report: Grantee shall complete and submit a Final Report, within 60 days of the end of payment year three (3) but no later than the end of the Agreement Term, using the online forms that 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 three (3) 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, 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 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:

1. 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.

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 are necessary to assure 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, the HCAI may void this Agreement or may offer an agreement amendment account for the reduced amount; if HCAI offers an agreement amendment consistent with the terms of this budget contingency clause, HCAI may void 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 the Scope of Work set forth in 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 Grantee's 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. 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 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.
4. **Audits:** The Grantee agrees that HCAI, the Department of General Services, the State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three years after final payment unless a longer period of records retention is stipulated by the State.

The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

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

6. Non-Discrimination Clause (See Cal. Code Regs., Title 2, § 11105):
 - a. During the performance of this Agreement, Grantee and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - b. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and any regulations or standards adopted by HCAI to implement such article.
 - c. Grantee shall permit access by representatives of the Department of Fair Employment and Housing 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: A waiver by HCAI of a breach 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 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 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 after receipt of the appeal, 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 within 60 days of termination.

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 disbursement of all disallowed costs. Grantee may dispute disallowed costs in accordance with Section J, Paragraph 12.

Grantee will submit a check or warrant for the amount due within 60 days of the Grantee's receipt of HCAI's disbursement 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 any of the Grantee's 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 acts or 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 State's obligation to disburse funds to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any money to any subcontractor.
15. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
16. Unenforceable Provision: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
17. Use of Funds: The funding established pursuant to this act shall be utilized to expand primary care services. These funds shall not be used to supplant existing state or local funds to provide primary care services.

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

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

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

[DEPARTMENT OF
HEALTH CARE ACCESS
AND INFORMATION]

[GRANTEE]

Signature:

Name:

Title:

Date:

Signature:

Name:

Title:

Date:

Attachment E: Expansion PCR Slots Sample Grant Agreement

GRANT AGREEMENT BETWEEN THE
DEPARTMENT OF HEALTH CARE ACCESS AND INFORMATION AND
[CONTRACT NAME], [PROGRAM NAME]
-[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 (“HCAI”), and [Contractor Name], [Program Name] [Specialty] (collectively the “Grantee”).

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

WHEREAS, HCAI is authorized by Song-Brown Health Care Workforce Training Act, Health and Safety Code § 128200 et seq., to issue grants for the purpose of supporting programs that train family and primary care physicians, osteopathic family physicians, primary care physician's assistants, registered nurses and primary care nurse practitioners to provide needed services in areas of unmet need within the State.

WHEREAS, Grantee applied to participate in the Song-Brown 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 Health Care Access and Information or their designee.
4. “Deputy Director” means the Deputy Director of the Health Workforce Development Division (HWDD) 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 the [Agreement Start Date] and shall terminate on [Agreement End Date].
- C. Scope of Work: Grantee agrees to the following Scope of Work as set forth herein. In the event of a conflict between the provisions of this section and the Grantee's Application, the provisions of this Scope of Work Section shall prevail:
1. Comply with the latest version of the Family Medicine/Internal Medicine/Obstetrics and Gynecology/Pediatrics Standards.
Version: [Month-Date-Year].
 2. 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. Final Report: Grantee shall complete and submit a Final Report, within 60 days of the end of payment year three (3) but no later than the end of the Agreement Term, using the online forms that HCAI provides, located at <https://funding.hcai.ca.gov/>.
- E. Invoicing:
6. For services satisfactorily rendered in accordance with the Scope of Work, and upon receipt and approval of the certifications as specified in subsection three (3) hereunder; HCAI agrees to compensate Grantee in accordance with the rates specified herein.

7. The total amount payable to the Grantee under this Agreement shall not exceed [Total Award Amount].
8. Indirect costs are not an allowable expense.
9. Certifications shall include the Agreement Number, the names of the resident(s) trained under this Agreement, 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/>.
10. HCAI will withhold the final quarterly payment due to the Grantee under this Agreement until all required reports are submitted to HCAI and approved. Additional information may be requested by HCAI during the term of the Grant Agreement and/or upon reviewing the Final Report. HCAI will notify the Grantee of approval in writing.

F. Budget Detail and Payment Provisions:

2. 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.

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 are necessary to assure 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, the HCAI may void this Agreement or may offer an agreement amendment account for the reduced amount; if HCAI offers an agreement amendment consistent with the terms of this budget contingency clause, HCAI may void 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 the Scope of Work set forth in 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 Grantee's 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. 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 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.
4. **Audits:** The Grantee agrees that HCAI, the Department of General Services, the State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three years after final payment unless a longer period of records retention is stipulated by the State.

The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

5. Independence from the State: Grantee and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
6. Non-Discrimination Clause (See Cal. Code Regs., Title 2, § 11105):
 - a. During the performance of this Agreement, Grantee and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - b. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and any regulations or standards adopted by HCAI to implement such article.
 - c. Grantee shall permit access by representatives of the Department of Fair Employment and Housing 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: A waiver by HCAI of a breach 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 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 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 after receipt of the appeal, 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 within 60 days of termination.

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 J, 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 any of the Grantee's 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 acts or 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 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.

Grantee: <<Contractor>>

<<Training Program>>

Grant Number: <<Agreement Number>>

Page **40** of **78**

16. Unenforceable Provision: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

17. Use of Funds: The funding established pursuant to this act shall be utilized to expand primary care services. These funds shall not be used to supplant existing state or local funds to provide primary care services.

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

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

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

[DEPARTMENT OF
HEALTH CARE ACCESS
AND INFORMATION]

[GRANTEE]

Signature:

Name:

Title:

Date:

Signature:

Name:

Title:

Date:

Attachment F: THC Existing PCR Slots Sample Grant Agreement

GRANT AGREEMENT BETWEEN THE
DEPARTMENT OF HEALTH CARE ACCESS AND INFORMATION AND
[CONTRACT NAME], [PROGRAM NAME]
-[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 (“HCAI”), and [Contractor Name], [Program Name] [Specialty] (collectively the “Grantee”).

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

WHEREAS, HCAI is authorized by Song-Brown Health Care Workforce Training Act, Health and Safety Code § 128200, et seq., to issue grants for the purpose of supporting programs that train family and primary care physicians, osteopathic family physicians, primary care physician's assistants, registered nurses and primary care nurse practitioners to provide needed services in areas of unmet need within the State.

WHEREAS, Grantee applied to participate in the Song-Brown 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 Health Care Access and Information or their designee.
4. “Deputy Director” means the Deputy Director of the Health Workforce Development Division (HWDD) 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 the [Agreement Start Date] and shall terminate on [Agreement End Date].
- C. Scope of Work: Grantee agrees to the following Scope of Work as set forth herein. In the event of a conflict between the provisions of this section and the Grantee's Application, the provisions of this Scope of Work Section shall prevail:
1. Comply with the latest version of the Family Medicine/Internal Medicine/Obstetrics and Gynecology/Pediatrics Standards: Version [Month-Date-Year].
 2. 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 that 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 will be made upon execution of the Agreement. HCAI will withhold 30 percent of the full Grant Award pending satisfactory completion by the grantee of all the terms and conditions required by the Agreement.
2. The total amount payable to the Grantee under this Agreement shall not exceed [Total Award Amount].
3. Certifications shall include the Agreement Number, the names of the resident(s) trained under this Agreement, 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/>.
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:

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 are necessary to assure 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, the HCAI may void this Agreement or may offer an agreement amendment account for the reduced amount; if HCAI offers an agreement amendment consistent with the terms of this budget contingency clause, HCAI may void 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 the Scope of Work set forth in 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 Grantee's 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. 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 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.
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 copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three years after final payment unless a longer period of records retention is stipulated by the State.

The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

5. Independence from the State: Grantee and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
6. Non-Discrimination Clause (See Cal. Code Regs., Title 2, § 11105):
 - a. During the performance of this Agreement, Grantee and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, 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 §§ 11135-11139.5), and any regulations or standards adopted by HCAI to implement such article.
 - c. Grantee shall permit access by representatives of the Department of Fair Employment and Housing 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:** A waiver by HCAI of a breach 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 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 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 after receipt of the appeal, 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 within 60 days of termination.

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 J, 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 any of the Grantee's 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 acts or 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 State's obligation to disburse funds to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any money to any subcontractor.
15. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
16. Unenforceable Provision: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
17. Use of Funds: The funding established pursuant to this act shall be utilized to expand primary care services. These funds shall not be used to supplant existing state or local funds to provide primary care services.

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

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

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

[DEPARTMENT OF
[GRANTEE]
HEALTH CARE ACCESS
AND INFORMATION]

Signature:

Name:

Title:

Date:

Signature:

Name:

Title:

Date:

Attachment G: New PCR Match Program Sample Grant Agreement

GRANT AGREEMENT BETWEEN THE
DEPARTMENT OF HEALTH CARE ACCESS AND INFORMATION AND
[CONTRACT NAME], [PROGRAM NAME]
[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 (“HCAI”), and [Contractor Name], [Program Name] [Specialty] (collectively the “Grantee”).

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

WHEREAS, HCAI is authorized by Song-Brown Health Care Workforce Training Act, Health and Safety Code § 128200, et seq., to issue grants for the purpose of supporting programs that train family and primary care physicians, osteopathic family physicians, primary care physicians’ assistants, registered nurses and primary care nurse practitioners to provide needed services in areas of unmet need within the State.

WHEREAS, Grantee applied to participate in the Song-Brown 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 Health Care Access and Information or their designee.
4. “Deputy Director” means the Deputy Director of the Health Workforce Development Division (HWDD) 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 the [Agreement Start Date] and shall terminate on [Agreement End Date].

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

1. Comply with the latest version of the Family Medicine/Internal Medicine/Obstetrics and Gynecology/Pediatrics Standards. Version: [Month-Date-Year].
2. Under the direction of the Program Director, use grant funds to offset the costs associated with obtaining residency program accreditation from the Accreditation Council for Graduate Medicine Education (ACGME).
3. 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 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 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. Residency accreditation approval or denial
- D. Reports and Deliverables:

Grantee shall submit all the Deliverables for [grant agreement number], as outlined in Agreement Section C. Grantee will submit deliverables using the online reporting forms that HCAI provides.

Reporting Requirements		
Accreditation Phases	Phase Description	Deliverables
Phase A	ACGME Institutional Affiliation	For first advanced payment, provide ACGME letter of Institutional Accreditation.
Phase B Phase C Phase D	Fiscal Plan Timeline in Place Training Sites Recruited	For second advanced payment, provide documents demonstrating (a) completion of Phases B through D, and (b) allowable expenses accrued through completion of Phase D.
Phase E Phase F Phase G	Curriculum Development Faculty Recruitment Secure ACGME Residency Accreditation	For balance of funds up to the amount of allowable expenses, provide documents demonstrating (a) completion of Phases E through G and (b) all allowable expenses through phase 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 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.

Payment Provisions		
Accreditation Phases	Phase Description	Song-Brown Award - Funding Allocation
Phase A	Proof of ACGME Institutional Affiliation Submission and Executed Agreement	Twenty-five percent (25%) payable within 60 days.
Phase B Phase C Phase D	Fiscal Plan Timeline in Place Training Sites Recruited	Additional twenty-five percent (25%) payable with proof of completing Phases A through D, and proof of expenses accrued through completion of Phase D.
Phase E Phase F Phase G	Curriculum Development Faculty Recruitment Secure ACGME Residency Accreditation	Balance of grant payable based on actual expenses, with proof of completing Phases A through G and all other stipulated conditions in grant agreement based on reported allowable expenses.
Total		100% Sum of Full Award

G. Accounting Records and Audits: Grantee shall comply with the following reporting requirements established by HCAI:

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 are necessary to assure 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, the HCAI may void this Agreement or may offer an agreement amendment account for the reduced amount; if HCAI offers an agreement amendment consistent with the terms of this budget contingency clause, HCAI may void the Agreement until the Parties sign the offered amendment.

I. Breach:

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1. Budget adjustments consist of a change within the Grantee's 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 Application, exhibits and forms constitutes the entire and final agreement between the parties and supersedes all prior oral or written agreements or discussions.
3. **Ownership and Public Records Act:** All reports and the supporting documentation and data collected during the funding period which are embodied in those reports, shall become the property of the State and subject to the Public Records Act.
4. **Audits:** The Grantee agrees that HCAI, the Department of General Services, the State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three years after final payment unless a longer period of records retention is stipulated by the State.

The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

5. **Independence from the State:** Grantee and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
6. **Non-Discrimination Clause (See Cal. Code Regs., Title 2, § 111105):**

- 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, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - b. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and any regulations or standards adopted by HCAI to implement such article.
 - c. Grantee shall permit access by representatives of the Department of Fair Employment and Housing (DFEH) 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 DFEH 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: A waiver by HCAI of a breach 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 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 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 after receipt of the appeal, 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 within 60 days of termination.

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 K, 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 any of the Grantee's 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 acts or 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 State's obligation to disburse funds to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any money to any subcontractor.
15. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
16. Unenforceable Provision: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

17. Use of Funds: The funding established pursuant to this act shall be utilized to expand primary care services. These funds shall not be used to supplant existing state or local funds to provide primary care services.

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

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

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

[DEPARTMENT OF
HEALTH CARE ACCESS
AND INFORMATION]

[GRANTEE]

Signature:

Name:

Title:

Date:

Signature:

Name:

Title:

Date:

Attachment H: New PCR Classic Programs Sample Grant Agreement

GRANT AGREEMENT BETWEEN THE
DEPARTMENT OF HEALTH CARE ACCESS AND INFORMATION AND
[CONTRACT NAME], [PROGRAM NAME]
[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 (“HCAI”), and [Contractor Name], [Program Name] [Specialty] (collectively the “Grantee”).

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

WHEREAS, HCAI is authorized by Song-Brown Health Care Workforce Training Act, Health and Safety Code § 128200, et seq., to issue grants for the purpose of supporting programs that train family and primary care physicians, osteopathic family physicians, primary care physician's assistants, registered nurses and primary care nurse practitioners to provide needed services in areas of unmet need within the State.

WHEREAS, Grantee applied to participate in the Song-Brown 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 Health Care Access and Information or their designee.
4. “Deputy Director” means the Deputy Director of the Health Workforce Development Division (HWDD) 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 the [Agreement Start Date] and shall terminate on [Agreement End Date].
- C. Scope of Work: Grantee agrees to the following Scope of Work as set forth herein. In the event of a conflict between the provisions of this section and the Grantee's Application, the provisions of this Scope of Work Section shall prevail:
1. Comply with the latest version of the Family Medicine/Internal Medicine/Obstetrics and Gynecology/Pediatrics Standards. Version: [Month-Date-Year].
 2. Under the direction of the Program Director, use grant funds to offset the costs associated with obtaining residency program accreditation from the Accreditation Council for Graduate Medicine Education (ACGME).
- D. Final Report: No final report is required for this Agreement.
- E. Invoicing:
1. For services satisfactorily rendered in accordance with the Scope of Work, funds will be disbursed upon the satisfactory completion of all terms and conditions and proof of 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 program accreditation by the ACGME and allowable expenses, shall include the Grant Agreement Number and signature by the Program Director. Submit all required documents using the online forms that HCAI provides, located at <https://funding.hcai.ca.gov/>

F. Budget Detail and Payment Provisions:

Budget Detail: HCAI shall reimburse Grantee for the expenses incurred in performing the Scope of Work through a one-time payment that shall not exceed [Total Award Amount].

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

G. Accounting Records and Audits: Grantee shall comply with the following reporting requirements established by HCAI:

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 are necessary to assure 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, the HCAI may void this Agreement or may offers an agreement amendment account for the reduced amount; if HCAI offers an agreement amendment consistent with the terms of this budget contingency clause, HCAI may void 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 the Scope of Work set forth in 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 Grantee's 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. 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 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.

4. Audits: The Grantee agrees that HCAI, the Department of General Services, the State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three years after final payment unless a longer period of records retention is stipulated by the State.

The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

5. Independence from the State: Grantee and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
6. Non-Discrimination Clause (See Cal. Code Regs., Title 2, § 11105):
 - a. During the performance of this Agreement, Grantee and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - b. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and any regulations or standards adopted by HCAI to implement such article.
 - c. Grantee shall permit access by representatives of the Department of Fair Employment and Housing 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:** A waiver by HCAI of a breach 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 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 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 after receipt of the appeal, 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 within 60 days of termination.

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 J, 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 any of the Grantee's 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 acts or 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 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.

Grantee: <<Contractor>>

<<Training Program>>

Grant Number: <<Agreement Number>>

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16. Unenforceable Provision: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
17. Use of Funds: The funding established pursuant to this act shall be utilized to expand primary care services. These funds shall not be used to supplant existing state or local funds to provide primary care services.

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

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

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

[DEPARTMENT OF
HEALTH CARE ACCESS
AND INFORMATION]

[GRANTEE]

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:
