



Song-Brown  
Certified Nurse Midwifery (CNM) and  
Licensed Midwifery (LM)  
Training Programs

Grant Guide  
For Fiscal Year 2023-24

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

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## **A. Background and Mission**

Pursuant to the Song-Brown Health Care Workforce Training Act (Song-Brown Act), Health & Safety Code Sections 128200, et. seq., the Department of Health Care Access and Information (HCAI) will consider applications to support the training of certified nurse midwives (CNM) and licensed midwives (LM).

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

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

## **B. Purpose and Description of Services**

This grant opportunity will result in funding organizations to train certified nurse midwifery and licensed midwifery students to work in underserved communities. Such strategies shall incorporate the following elements:

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

## **C. Eligible Applicants, Available Funding, Award Categories and Determining Eligibility**

### **1. Eligible Applicants**

Each CNM training program approved for funding under the Midwifery Workforce Training Act must be operated by an accredited California school of nursing and approved by the Accreditation Commission for Midwifery Education, or must be authorized by the Regents of the University of California or by the Trustees of the California State University, or must be approved by the Board of Registered Nursing, pursuant to

Sections 128295-128299, Article 4, Chapter 4, Div107, of the California Health and Safety Code.

Each LM training program approved for funding under the Midwifery Workforce Training Act must be operated by a California school of midwifery and accredited by the Midwifery Education Accreditation Council (MEAC) or approved by the Bureau for Private and Postsecondary Education or approved by the state licensing and regulatory board for licensed midwives, pursuant to Sections 128295-128299, Article 4, Chapter 4, 107, of the California Health and Safety Code.

## **2. Available Funding**

Grant awards are limited to the funds specified in the State Budget Act of 2023. This is a one-time grant opportunity with no implied or expressed guarantee of subsequent funding after the initial contract award resulting from this application.

Up to \$712,000 in funding is available for one year from the General Fund to support CNM and LM training program grants.

HCAI may award full, partial, or no funding to an applicant based on the applicant's success in meeting the selection criteria and the amount of funds available to award.

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

## **3. Award Categories**

### **a. Existing Midwifery Slots-Existing Slots**

Eligible programs may receive \$13,000 per first-year student, with a maximum number of 14 students supported, for a maximum award amount of \$182,000.

### **b. New Midwifery Slots at Existing Programs-Expansion Slots**

Eligible programs may receive \$75,000 per first-year student, with a maximum number of three students supported, for a maximum award amount of \$225,000.

#### 4. Determining Eligibility

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

1. Is the CNM program approved by the California Board of Registered Nursing (BRN)?

If yes, you may apply for Existing and Expansion funding.

2. Is the LM program approved by the Medical Board of California?

If yes, you may apply for Existing and Expansion funding.

#### D. 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](mailto:songbrown@hcai.ca.gov).

#### E. 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 Guide contains eApp information, including how to register and complete your application. Refer to Section O for more information.
3. Applicants are responsible for providing all necessary information and ensuring that the information contained in the application is accurate.

#### F. Submitting Grant Applications

1. An organization may submit one application even if seeking funding for multiple award categories. Refer to Section C for more information.
2. HCAI may reject an application if it is conditional or incomplete, or if the application contains any alterations of form or other irregularities of any kind. HCAI may reject any or all applications and may waive an immaterial deviation in an application. HCAI's waiver of an immaterial deviation shall in no way modify the Grant Guide or excuse the applicant from full compliance with all requirements if awarded the agreement.

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

## **G. Budget Restrictions**

These funds are for the general education and training of students only. Applicants do not submit a proposed budget, as HCAI will pay Grantees on a capitated rate per student. Awardees shall use these funds to expand primary care services.

The Grantee shall not use these funds to supplant existing state or local funds to provide primary care services.

## **H. Evaluation and Scoring Procedures**

### **1. Review Process**

Applications submitted between September 28, 2023, and the early submission date of October 26, 2023, 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 final if an applicant does not make any changes to the application by the established due date. Applications submitted after October 26, 2023, but before the application close date of November 9, 2023, 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 each application using the information provided in the application. Please refer to Attachment A: Evaluation and Scoring Criteria, and the Song-Brown Midwifery resources document titled Song-Brown Scoring Process at <https://hcai.ca.gov/loans-scholarships-grants/grants/song-brown/>. Through the application process, HCAI will evaluate each applicant's ability to meet the statutory priorities set forth in the Song-Brown Act.

## **I. 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.

## **J. 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 B and C: Sample Grant 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 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 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.

**K. Grant Deliverables and Payment Provisions**

1. Grantees will enter into a one-year agreement.
2. HCAI does not allow indirect costs for CNM or LM grants.
3. 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.
4. HCAI will withhold the final quarterly payment pending satisfactory completion of all the terms and conditions required by the grant.
5. Grantees must submit a Final Report within 60 days of the end of grant term.
6. The Final Report must contain detailed expenditures on the Final Report template that HCAI will provide.
7. If, upon reviewing the Final Report, HCAI finds the Grantee did not meet all deliverables and/or expend all funds, HCAI will request the remittance of those funds from the Grantee.

**L. 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/loans-scholarships-grants/grants/song-brown/>.

**M. Key Dates**

The key dates for the program year are as follows:

<b>Key Events</b>	<b>Dates and Times</b>
Application opens	September 28, 2023, at 3:00 p.m.
Application early submission	October 26, 2023, at 3:00 p.m.
Application closes	November 9, 2023, at 3:00 p.m.
Award Notice	February 2024
Grant term	June 30, 2024–August 29, 2025



## **N. eApp Application Components**

A submitted application must contain all required information and conform to the Grant Guide format. The applicant is responsible for providing all necessary information for HCAI staff to evaluate the application.

A completed application consists of the following sections:

1. Program Information
2. Contract Information
3. Program Description
4. Program Data
5. Training Sites
6. Program Expenditures
7. Student Data
8. Student Data Aggregate
9. Graduate Data
10. Graduate Data Aggregate
11. Required Documents
12. 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 no longer supports the application.

### **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](mailto: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. Application Submission**

- 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 M, 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](mailto:songbrown@hcai.ca.gov).

#### **Q. Thank You!**

Thank you for your interest in applying for Song-Brown program funding and for your continued efforts to educate and train students for practice in underserved areas.

**Attachment A: Evaluation Criteria for Existing CNM and LM Slots  
 and Expansion CNM and LM Slots**

Section I	Statutory Criteria	Total Points Available										
1.1	Graduates in areas of unmet need <sup>‡</sup>	20										
1.2	Graduates underrepresented in medicine <sup>‡</sup>	20										
1.3	Clinical training sites in areas of unmet need <sup>‡</sup>	20										
Total points possible for Section I		60										
Section II	Other Considerations	Total Points Available										
2.1	Students underrepresented in medicine <sup>‡</sup>	15										
2.2	Percent of clinical hours in areas of unmet need (AUN) <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Points</th> <th style="text-align: center;">Percent</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">0</td> <td style="text-align: center;">0-33.99%</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">34-50.99%</td> </tr> <tr> <td style="text-align: center;">9</td> <td style="text-align: center;">51-67.99%</td> </tr> <tr> <td style="text-align: center;">15</td> <td style="text-align: center;">68-100%</td> </tr> </tbody> </table>	Points	Percent	0	0-33.99%	4	34-50.99%	9	51-67.99%	15	68-100%	15
Points	Percent											
0	0-33.99%											
4	34-50.99%											
9	51-67.99%											
15	68-100%											
Total points possible for Section II		30										
Total points possible for Sections I and II		90										

<sup>‡</sup>: Calculated based on percent and number

## **Attachment B: Sample Certified Nurse Midwifery (CNM) Grant Agreement**

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

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

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

WHEREAS, HCAI is authorized by the Midwifery Workforce Training Act, pursuant to Sections 128295-128299, Article 4, chapter 4, Div. 107, of the California Health and Safety Code to issue grants for the purposes of supporting programs that train certified nurse midwives and licensed midwives 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 Midwifery Application.

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

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

### A. Definitions:

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

7. "Grant Funds" means the money provided by HCAI for the Project described by Grantee in its Application and Scope of Work.
  8. "Program" means the Grantee's training program(s) listed on the Grant Application.
  9. "Program Director" means the Director of Grantee's training program(s) for which grant funds are being awarded.
  10. "Program Manager" means the HCAI manager responsible for the grant program.
  11. "Project" means the activity described in the Grantee's Application and Scope of Work to be accomplished with the Grant Funds.
  12. "State" means the State of California and includes all its Departments, Agencies, Committees and Commissions.
  13. "Training Institution" means the Grantee.
- B. Term of the Agreement: This Agreement shall take effect on [Agreement Start Date] and shall terminate on [Agreement End Date].
- C. Scope of Work: Grantee agrees to the following Scope of Work as set forth herein. In the event of a conflict between the provisions of this section and the Grantee's Application, the provisions of this Scope of Work Section shall prevail:

Under the direction of the Program Director, use Grant Funds to provide certified nurse midwifery training for [Number of Students] student(s) for the 2024/2025 Academic Year.

- D. Final Report: Grantee shall complete and submit a Final Report, within 60 days of the end of the payment term (Section F) 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 four (4) hereunder; HCAI agrees to compensate Grantee in accordance with the rates specified herein.
  2. The total amount payable to the Grantee under this Agreement shall not exceed [Total Award Amount].
  3. HCAI does not allow indirect costs for CNM grants.
  4. Certifications shall include the Agreement Number, the names of the student(s) trained under this Agreement, a signature by the Program Director certifying that each student(s) was engaged in activities authorized by this Agreement, and shall be submitted electronically for payment on a quarterly basis in arrears using the online forms that HCAI provides, located at <https://funding.hcai.ca.gov/>.

5. HCAI will withhold the final quarterly payment due to the Grantee under this Agreement until all required reports are submitted to HCAI and approved. Additional information may be requested by HCAI during the term of the Grant Agreement and/or upon reviewing the Final Report. HCAI will notify the Grantee of approval in writing.

F. Budget Detail and Payment Provisions:

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

Academic Year	Payment Term	Capitation Rate	Number of Students	Total Award
2024-2025	6/30/2024-6/29/2025	\$13,000 per student	[number of students]	[award amount]

G. Accounting Records and Audits: Grantee shall comply with the following reporting requirements established by HCAI, as amended from time to time:

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

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

- a. The accurate and timely separate identification of funds received;
  - b. The separate identification of expenditures prohibited by the grant criteria;
  - c. An adequate record of proceeds from the sale of any equipment purchased by funds.
2. Expenditure Reporting: Reports of the training program expenditures under the Agreement must be submitted as requested by HCAI for purposes of program administration, evaluation, or review.
  3. Records Retention and Audit:
    - a. The training institution shall permit the HCAI Director, or the California State Auditor, or the State Controller, or their authorized representatives, access to

records maintained on source of income and expenditures of its midwifery program, for the purpose of audit and examination.

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

H. Budget Contingency Clause:

- 1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, HCAI shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
- 2. If funding is reduced or deleted by the Budget Act for purposes of this Program, HCAI may void this Agreement or may offer an agreement amendment to account for the reduced amount; if HCAI offers an agreement amendment consistent with the terms of this budget contingency clause, HCAI may suspend the Agreement until the Parties sign the offered amendment.

I. Breach: HCAI reserves the right to recover any and all amounts provided to the Grantee for Grantee's failure to perform 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 approved budget that does not amend the total amount of the grant. All requests to change the budget shall include an explanation for the reallocation of funds by the Grantee.
2. All requests for extending the grant period shall be submitted in writing to HCAI for approval. Requests for a time extension must be made to HCAI no later than 90 calendar days prior to the expiration of the Agreement. There shall be no activity on an Agreement after its expiration.

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

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

L. General Terms and Conditions:

1. Timeliness: Time is of the essence in this Agreement. Grantee will submit the required deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and scheduling issues, to adhere to the terms of the Agreement, is the sole responsibility of the Grantee.
2. Final Agreement: This Agreement, along with the Grantee's Application, exhibits, and forms constitutes the entire and final agreement between the parties and supersedes any and all prior oral or written agreements or discussions.
3. Ownership and Public Records Act: All reports and the supporting documentation and data collected during the funding period which are embodied in those reports,



shall become the property of the State and subject to the California Public Records Act (Gov. Code § 6250 et seq.).

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

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

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

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

- c. Within ten working days of receipt of the Deputy Director's decision, the Grantee may appeal the decision of the Deputy Director by submitting a written appeal to the Chief Deputy Director stating why the Grantee does not agree with the Deputy Director's decision.
  - d. Within ten working days, the Chief Deputy Director or their designee shall respond in writing to the Grantee with their decision. The Chief Deputy Director's decision will be final.
13. Termination for Cause: HCAI may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. Grantee shall return any Agreement Funds previously provided to Grantee for use after the termination date.

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

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

14. Grantee's Subcontractors: Nothing contained in this Agreement shall create any contractual relationship between the State and the Grantee or any subcontractors, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for any and all acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the State's obligation to disburse funds to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any money to any subcontractor.
15. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
16. Unenforceable Provision: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
17. Use of Funds: The funding established pursuant to this act shall be utilized to expand primary care services. These funds shall not be used to supplant existing federal, state, or local funds to provide primary care services.

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

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

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

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

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

DEPARTMENT OF HEALTH CARE  
ACCESS AND INFORMATION

GRANTEE:

Signature:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Name:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

Date:

\_\_\_\_\_

## **Attachment C: Sample Licensed Midwifery (LM) Grant Agreement**

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

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

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

WHEREAS, HCAI is authorized by the Midwifery Workforce Training Act, pursuant to Sections 128295-128299, Article 4, chapter 4, Div. 107, of the California Health and Safety Code to issue grants for the purposes of supporting programs that train certified nurse midwives and licensed midwives 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 Midwifery Application.

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

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

### A. Definitions:

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

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

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

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

Under the direction of the Program Director, use Grant Funds to provide licensed midwifery training for [Number of Students] student(s) for the 2024/2025 Academic Year.

D. Final Report: Grantee shall complete and submit a Final Report, within 60 days of the end of the payment term (Section F) 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 four (4) hereunder; HCAI agrees to compensate Grantee in accordance with the rates specified herein.
2. The total amount payable to the Grantee under this Agreement shall not exceed [Total Award Amount].
3. HCAI does not allow indirect costs for LM grants.
4. Certifications shall include the Agreement Number, the names of the student(s) trained under this Agreement, a signature by the Program Director certifying that each student(s) was engaged in activities authorized by this Agreement, and shall be submitted electronically for payment on a quarterly basis in arrears using the online forms that HCAI provides, located at <https://funding.hcai.ca.gov/>.

5. HCAI will withhold the final quarterly payment due to the Grantee under this Agreement until all required reports are submitted to HCAI and approved. Additional information may be requested by HCAI during the term of the Grant Agreement and/or upon reviewing the Final Report. HCAI will notify the Grantee of approval in writing.

F. Budget Detail and Payment Provisions:

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

Academic Year	Payment Term	Capitation Rate	Number of Students	Total Award
2024-2025	6/30/2024-6/29/2025	\$13,000 per student	[number of students]	[award amount]

G. Accounting Records and Audits: Grantee shall comply with the following reporting requirements established by HCAI, as amended from time to time:

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

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

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

2. Expenditure Reporting: Reports of the training program expenditures under the Agreement must be submitted as requested by HCAI for purposes of program administration, evaluation, or review.

3. Records Retention and Audit:

- a. The training institution shall permit the HCAI Director, or the California State Auditor, or the State Controller, or their authorized representatives, access to



records maintained on source of income and expenditures of its midwifery program, for the purpose of audit and examination.

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

#### H. Budget Contingency Clause:

- 1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, HCAI shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
- 2. If funding is reduced or deleted by the Budget Act for purposes of this Program, HCAI may void this Agreement or may offer an agreement amendment to account for the reduced amount; if HCAI offers an agreement amendment consistent with the terms of this budget contingency clause, HCAI may suspend the Agreement until the Parties sign the offered amendment.

I. Breach: HCAI reserves the right to recover any and all amounts provided to the Grantee for Grantee's failure to perform 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 approved budget that does not amend the total amount of the grant. All requests to change the budget shall include an explanation for the reallocation of funds by the Grantee.
2. All requests for extending the grant period shall be submitted in writing to HCAI for approval. Requests for a time extension must be made to HCAI no later than 90 calendar days prior to the expiration of the Agreement. There shall be no activity on an Agreement after its expiration.

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

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

L. General Terms and Conditions:

1. Timeliness: Time is of the essence in this Agreement. Grantee will submit the required deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and scheduling issues, to adhere to the terms of the Agreement, is the sole responsibility of the Grantee.
2. Final Agreement: This Agreement, along with the Grantee's Application, exhibits, and forms constitutes the entire and final agreement between the parties and supersedes any and all prior oral or written agreements or discussions.
3. Ownership and Public Records Act: All reports and the supporting documentation and data collected during the funding period which are embodied in those reports,

shall become the property of the State and subject to the California Public Records Act (Gov. Code § 6250 et seq.).

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

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

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

and all other sources of information and its facilities as said Department or HCAI shall require to ascertain compliance with this clause.

- d. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
  - e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
7. **Waiver:** The waiver by HCAI of a breach of any provision of this Agreement by the Grantee will not operate or be construed as a waiver of any other breach. HCAI expressly reserves the right to disqualify Grantee from any future grant awards for failure to comply with the terms of this Agreement.
  8. **Approval:** This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.
  9. **Amendment:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
  10. **Assignment:** This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
  11. **Indemnification:** Grantee agrees to indemnify, defend and hold harmless the State, its officers, agents and employees (i) from any and all claims and losses accruing or resulting to any and all of Grantee's, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies resulting from the Grantee's performance of this Agreement, and (ii) from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
  12. **Disputes:** Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement, shall be resolved as follows:
    - a. The Grantee will discuss the problem informally with the Song-Brown Program Manager. If unresolved, the problem shall be presented, in writing, to the Deputy Director stating the issues in dispute, the basis for the Grantee's position and the remedy sought. Grantee shall include copies of any documentary evidence and describe any other evidence that supports its position with its submission to the Deputy Director.

- b. Within ten working days after receipt of the written grievance from the Grantee, the Deputy Director or their designee shall make a determination and shall respond in writing to the Grantee indicating the decision and reasons for it.
  - c. Within ten working days of receipt of the Deputy Director's decision, the Grantee may appeal the decision of the Deputy Director by submitting a written appeal to the Chief Deputy Director stating why the Grantee does not agree with the Deputy Director's decision.
  - d. Within ten working days, the Chief Deputy Director or their designee shall respond in writing to the Grantee with their decision. The Chief Deputy Director's decision will be final.
13. Termination for Cause: HCAI may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. Grantee shall return any Agreement Funds previously provided to Grantee for use after the termination date.

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

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

14. Grantee's Subcontractors: Nothing contained in this Agreement shall create any contractual relationship between the State and the Grantee or any subcontractors, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for any and all acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the State's obligation to disburse funds to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any money to any subcontractor.
15. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
16. Unenforceable Provision: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

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

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

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

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

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

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

DEPARTMENT OF HEALTH CARE  
ACCESS AND INFORMATION

GRANTEE:

Signature:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Name:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

Date:

\_\_\_\_\_



## **Attachment D: Sample CNM Expansion Grant Agreement**

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

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

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

WHEREAS, HCAI is authorized by the Midwifery Workforce Training Act, pursuant to Sections 128295-128299, Article 4, chapter 4, Div. 107, of the California Health and Safety Code to issue grants for the purposes of supporting programs that train certified nurse midwives and licensed midwives 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 Midwifery Application.

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

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

**A. Definitions:**

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

7. "Grant Funds" means the money provided by HCAI for the Project described by Grantee in its Application and Scope of Work.
  8. "Program" means the Grantee's training program(s) listed on the Grant Application.
  9. "Program Director" means the Director of Grantee's training program(s) for which grant funds are being awarded.
  10. "Program Manager" means the HCAI manager responsible for the grant program.
  11. "Project" means the activity described in the Grantee's Application and Scope of Work to be accomplished with the Grant Funds.
  12. "State" means the State of California and includes all its Departments, Agencies, Committees and Commissions.
  13. "Training Institution" means the Grantee.
- B. Term of the Agreement: This Agreement shall take effect on [Agreement Start Date] and shall terminate on [Agreement End Date].
- C. Scope of Work: Grantee agrees to the following Scope of Work as set forth herein. In the event of a conflict between the provisions of this section and the Grantee's Application, the provisions of this Scope of Work Section shall prevail:
- Under the direction of the Program Director, use Grant Funds to provide certified nurse midwifery training for [Number of Students] student(s) for the 2024/2025 Academic Year. Each student 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 the payment term (Section F) 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 four (4) hereunder; HCAI agrees to compensate Grantee in accordance with the rates specified herein.
  2. The total amount payable to the Grantee under this Agreement shall not exceed [Total Award Amount].
  3. HCAI does not allow indirect costs for CNM grants.
  4. Certifications shall include the Agreement Number, the names of the student(s) trained under this Agreement, a signature by the Program Director certifying that each student(s) was engaged in activities authorized by this Agreement, and shall

be submitted electronically for payment on a quarterly basis in arrears using the online forms that HCAI provides, located at <https://funding.hcai.ca.gov/>.

5. HCAI will withhold the final quarterly payment due to the Grantee under this Agreement until all required reports are submitted to HCAI and approved. Additional information may be requested by HCAI during the term of the Grant Agreement and/or upon reviewing the Final Report. HCAI will notify the Grantee of approval in writing.

F. Budget Detail and Payment Provisions:

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

Academic Year	Payment Term	Capitation Rate	Number of Students	Total Award
2024-2025	6/30/2024-6/29/2025	\$75,000 per student	[number of students]	[award amount]

G. Accounting Records and Audits: Grantee shall comply with the following reporting requirements established by HCAI, as amended from time to time:

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

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

- a. The accurate and timely separate identification of funds received;
  - b. The separate identification of expenditures prohibited by the grant criteria;
  - c. An adequate record of proceeds from the sale of any equipment purchased by funds.
2. Expenditure Reporting: Reports of the training program expenditures under the Agreement must be submitted as requested by HCAI for purposes of program administration, evaluation, or review.

3. Records Retention and Audit:

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

H. Budget Contingency Clause:

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, HCAI shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
2. If funding is reduced or deleted by the Budget Act for purposes of this Program, HCAI may void this Agreement or may offer an agreement amendment to account

for the reduced amount; if HCAI offers an agreement amendment consistent with the terms of this budget contingency clause, HCAI may suspend the Agreement until the Parties sign the offered amendment.

I. Breach: HCAI reserves the right to recover any and all amounts provided to the Grantee for Grantee's failure to perform 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 approved budget that does not amend the total amount of the grant. All requests to change the budget shall include an explanation for the reallocation of funds by the Grantee.
2. All requests for extending the grant period shall be submitted in writing to HCAI for approval. Requests for a time extension must be made to HCAI no later than 90 calendar days prior to the expiration of the Agreement. There shall be no activity on an Agreement after its expiration.

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

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

L. General Terms and Conditions:

1. Timeliness: Time is of the essence in this Agreement. Grantee will submit the required deliverables as specified and adhere to the deadlines as specified in this Agreement. Anticipating potential overlaps, conflicts, and scheduling issues, to adhere to the terms of the Agreement, is the sole responsibility of the Grantee.
2. Final Agreement: This Agreement, along with the Grantee's Application, exhibits, and forms constitutes the entire and final agreement between the parties and supersedes any and all prior oral or written agreements or discussions.

3. Ownership and Public Records Act: All reports and the supporting documentation and data collected during the funding period which are embodied in those reports, shall become the property of the State and subject to the California Public Records Act (Gov. Code § 6250 et seq.).
4. Audits: The Grantee agrees that HCAI, the Department of General Services, the State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three years after final payment unless a longer period of records retention is stipulated by the State.

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

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

accounts, and all other sources of information and its facilities as said Department or HCAI shall require to ascertain compliance with this clause.

- d. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
  - e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
7. Waiver: The waiver by HCAI of a breach of any provision of this Agreement by the Grantee will not operate or be construed as a waiver of any other breach. HCAI expressly reserves the right to disqualify Grantee from any future grant awards for failure to comply with the terms of this Agreement.
  8. Approval: This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.
  9. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
  10. Assignment: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
  11. Indemnification: Grantee agrees to indemnify, defend and hold harmless the State, its officers, agents and employees (i) from any and all claims and losses accruing or resulting to any and all of Grantee's, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies resulting from the Grantee's performance of this Agreement, and (ii) from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
  12. Disputes: Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement, shall be resolved as follows:
    - a. The Grantee will discuss the problem informally with the Song-Brown Program Manager. If unresolved, the problem shall be presented, in writing, to the Deputy Director stating the issues in dispute, the basis for the Grantee's position and the remedy sought. Grantee shall include copies of any documentary evidence and describe any other evidence that supports its position with its submission to the Deputy Director.

- b. Within ten working days after receipt of the written grievance from the Grantee, the Deputy Director or their designee shall make a determination and shall respond in writing to the Grantee indicating the decision and reasons for it.
  - c. Within ten working days of receipt of the Deputy Director's decision, the Grantee may appeal the decision of the Deputy Director by submitting a written appeal to the Chief Deputy Director stating why the Grantee does not agree with the Deputy Director's decision.
  - d. Within ten working days, the Chief Deputy Director or their designee shall respond in writing to the Grantee with their decision. The Chief Deputy Director's decision will be final.
13. Termination for Cause: HCAI may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. Grantee shall return any Agreement Funds previously provided to Grantee for use after the termination date.

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

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

14. Grantee's Subcontractors: Nothing contained in this Agreement shall create any contractual relationship between the State and the Grantee or any subcontractors, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for any and all acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the State's obligation to disburse funds to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any money to any subcontractor.
15. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
16. Unenforceable Provision: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.



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

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

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

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

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

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

DEPARTMENT OF HEALTH CARE  
ACCESS AND INFORMATION

GRANTEE:

Signature:

Signature:

\_\_\_\_\_

\_\_\_\_\_

Name:

Name:

\_\_\_\_\_

\_\_\_\_\_

Title:

Title:

\_\_\_\_\_

\_\_\_\_\_

Date:

Date:

\_\_\_\_\_

\_\_\_\_\_

## **Attachment E: Sample LM Expansion Grant Agreement**

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

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

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

WHEREAS, HCAI is authorized by the Midwifery Workforce Training Act, pursuant to Sections 128295-128299, Article 4, chapter 4, Div. 107, of the California Health and Safety Code to issue grants for the purposes of supporting programs that train certified nurse midwives and licensed midwives 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 Midwifery Application.

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

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

A. Definitions:

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

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

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

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

Under the direction of the Program Director, use Grant Funds to provide licensed midwifery training for [Number of Students] student(s) for the 2024/2025 Academic Year. Each student 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 the payment term (Section F) 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 four (4) hereunder; HCAI agrees to compensate Grantee in accordance with the rates specified herein.
2. The total amount payable to the Grantee under this Agreement shall not exceed [Total Award Amount].
3. HCAI does not allow indirect costs for LM grants.
4. Certifications shall include the Agreement Number, the names of the student(s) trained under this Agreement, a signature by the Program Director certifying that each student(s) was engaged in activities authorized by this Agreement, and shall be submitted electronically for payment on a quarterly basis in arrears using the online forms that HCAI provides, located at <https://funding.hcai.ca.gov/>.

5. HCAI will withhold the final quarterly payment due to the Grantee under this Agreement until all required reports are submitted to HCAI and approved. Additional information may be requested by HCAI during the term of the Grant Agreement and/or upon reviewing the Final Report. HCAI will notify the Grantee of approval in writing.

F. Budget Detail and Payment Provisions:

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

Academic Year	Payment Term	Capitation Rate	Number of Students	Total Award
2024-2025	6/30/2024-6/29/2025	\$75,000 per student	[number of students]	[award amount]

G. Accounting Records and Audits: Grantee shall comply with the following reporting requirements established by HCAI, as amended from time to time:

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

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

- a. The accurate and timely separate identification of funds received;
  - b. The separate identification of expenditures prohibited by the grant criteria;
  - c. An adequate record of proceeds from the sale of any equipment purchased by funds.
2. Expenditure Reporting: Reports of the training program expenditures under the Agreement must be submitted as requested by HCAI for purposes of program administration, evaluation, or review.
  3. Records Retention and Audit:
    - a. The training institution shall permit the HCAI Director, or the California State Auditor, or the State Controller, or their authorized representatives, access to

records maintained on source of income and expenditures of its midwifery program, for the purpose of audit and examination.

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

#### H. Budget Contingency Clause:

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, HCAI shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
2. If funding is reduced or deleted by the Budget Act for purposes of this Program, HCAI may void this Agreement or may offer an agreement amendment to account for the reduced amount; if HCAI offers an agreement amendment consistent with the terms of this budget contingency clause, HCAI may suspend the Agreement until the Parties sign the offered amendment.

I. Breach: HCAI reserves the right to recover any and all amounts provided to the Grantee for Grantee's failure to perform 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 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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L. General Terms and Conditions:

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3. Ownership and Public Records Act: All reports and the supporting documentation and data collected during the funding period which are embodied in those reports,



shall become the property of the State and subject to the California Public Records Act (Gov. Code § 6250 et seq.).

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

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

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

and all other sources of information and its facilities as said Department or HCAI shall require to ascertain compliance with this clause.

- d. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
  - e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
7. Waiver: The waiver by HCAI of a breach of any provision of this Agreement by the Grantee will not operate or be construed as a waiver of any other breach. HCAI expressly reserves the right to disqualify Grantee from any future grant awards for failure to comply with the terms of this Agreement.
  8. Approval: This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.
  9. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
  10. Assignment: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
  11. Indemnification: Grantee agrees to indemnify, defend and hold harmless the State, its officers, agents and employees (i) from any and all claims and losses accruing or resulting to any and all of Grantee's, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies resulting from the Grantee's performance of this Agreement, and (ii) from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
  12. Disputes: Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement, shall be resolved as follows:
    - a. The Grantee will discuss the problem informally with the Song-Brown Program Manager. If unresolved, the problem shall be presented, in writing, to the Deputy Director stating the issues in dispute, the basis for the Grantee's position and the remedy sought. Grantee shall include copies of any documentary evidence and describe any other evidence that supports its position with its submission to the Deputy Director.

- b. Within ten working days after receipt of the written grievance from the Grantee, the Deputy Director or their designee shall make a determination and shall respond in writing to the Grantee indicating the decision and reasons for it.
  - c. Within ten working days of receipt of the Deputy Director's decision, the Grantee may appeal the decision of the Deputy Director by submitting a written appeal to the Chief Deputy Director stating why the Grantee does not agree with the Deputy Director's decision.
  - d. Within ten working days, the Chief Deputy Director or their designee shall respond in writing to the Grantee with their decision. The Chief Deputy Director's decision will be final.
13. Termination for Cause: HCAI may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. Grantee shall return any Agreement Funds previously provided to Grantee for use after the termination date.

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

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

14. Grantee's Subcontractors: Nothing contained in this Agreement shall create any contractual relationship between the State and the Grantee or any subcontractors, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for any and all acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the State's obligation to disburse funds to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any money to any subcontractor.
15. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
16. Unenforceable Provision: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

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

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

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

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

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

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Date:

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Date:

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