

GRANT AGREEMENT
BETWEEN
Physicians for a Healthy California and
CalMedForce Awardee

THIS GRANT AGREEMENT, ("Grant Agreement" or "Agreement") is deemed effective July 1, 2021 ("Effective Date") by and between Physicians for a Healthy California ("PHC"), a 501(c)(3) public benefit corporation whose principal place of business is 1201 K Street, Suite 970, Sacramento, California 95814 and, County of San Bernardino, through its Arrowhead Regional Medical Center Obstetrics and Gynecology Residency Program a ("Grantee"), (each a "Party" or collectively the "Parties").

WHEREAS, PHC is authorized by the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (Proposition 56) and the University of California to issue grants for the purpose of increasing the number of primary care and emergency physicians trained in California ("Purpose"). The goal of this grant funding is to sustain, retain, and expand graduate medical education programs to achieve the Purpose based on demonstrated workforce needs and priorities.

WHEREAS, Grantee applied to participate in the CalMedForce Grant Program by submitting a proposal in response to the FY 2020-21 CalMedForce Application ("Grantee's Application").

WHEREAS, Grantee is selected by PHC to receive grant funds to be utilized by Grantee solely in furtherance of the Purpose.

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

A. Award Specifics

- 1. Residency Program Name: County of San Bernardino, through its Arrowhead Regional Medical Center Obstetrics and Gynecology Residency Program**
- 2. Award Amount: \$600,000**
- 3. Length of Residency Program/Award (years): 4**
- 4. Number of Resident Positions Awarded: 3**
 - a. 3 Existing Positions
 - b. 0 Expanding Positions
 - c. 0 New Positions
- 5. Contract Effective Date: July 1, 2021**

B. Definitions:

1. "Eligible" / "Eligibility" means that a Program and Sponsoring Institution meet the eligibility criteria to receive funding set forth in the Grant Guidelines and applicable law and regulations as follows. The training program must:
 - a. be located in California;
 - b. be either allopathic or osteopathic;
 - c. be in one of the following disciplines: family medicine, internal medicine, obstetrics/gynecology, pediatrics or emergency medicine;
 - d. accredited by the Accreditation Council for Graduate Medical Education (ACGME) or will be accredited by the time of contract execution; and
 - e. serve medically underserved populations and areas.
 2. "Grantee's Application" as previously defined in above Whereas clause, means the grant application/proposal submitted by Grantee.
 3. "Grant Agreement Number" means the Grant Number assigned to Grantee's award.
 4. "Grant Guidelines" mean those guidelines that awardees must contractually abide by attached hereto as Exhibit A and incorporated herein by reference as though fully set forth.
 5. "Grant Funds" means the grant money awarded by PHC to Grantee based on Grantee's Application.
 6. "Other Sources of Funds" means all other financial resources, including but not limited to revenue, cash, donations, in-kind contributions, federal, state, or local funding, and other grant proceeds beyond the Grant Funds provided by this Grant Agreement, that are required or used to administer and sustain Grantee's Program.
 7. "Program(s)" means the Grantee's graduate medical education training program(s) listed in the Grant Application.
 8. "Program Director" means the Director of Grantee's Program(s)
 9. "Sponsoring Institution" means the organization or entity that assumes the ultimate financial and academic responsibility for the graduate medical education program.
 10. "Designated Institutional Official" means the individual with the authority or responsibility for oversight and administration of the graduate medical education program at the institution.
- C. Term of the Agreement:** This Agreement shall be effective from July 1, 2021 through September 30, 2024 if Grantee's Program is three (3) years, or July 1, 2021 through September 30, 2025 if Grantee's Program is four (4) years, at which time this Agreement shall terminate automatically by its own terms ("Term").
- D. Scope of Work:** Grantee agrees to the Scope of Work as set forth herein ("Scope of Work"). 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. Grantee hereby agrees to:
1. Serve as the sponsoring fiscally responsible entity in charge of administering the Grant Funds in support of the Program for the Purpose.
 2. Comply with all requirements set forth in the FY 2020-21 CalMedForce Application.
 3. Comply with all requirements set forth in the FY 2020-21 Grant Guidelines.

4. Maintain an Eligible residency training Program throughout the Term.
5. Maintain Grantee's Eligibility to receive Grant Funds throughout the Term.
6. Utilize the Grant Funds to support training of residents in the Program. The number and type of residents is stated in section A.4.
7. Promptly notify PHC, by written or electronic communication no later than seven (7) business days after any substantive change occurs to any information included in Grantee's Application, including but not limited to any changes in the Designated Institutional Official ("DIO"), Grantee's GME Directors, or accreditation status of the Program or sponsoring institution fiscally responsible entity as reported in Grantee's Application.
8. Promptly notify PHC by written or electronic communication no later than seven (7) business days after (i) the Sponsoring Institution is or becomes the subject of, or materially involved in, any investigation by the accreditation organization, or (ii) the Program is or becomes the subject of, or materially involved in, any investigation by any local, state or federal government agency or accreditation organization.
9. Promptly notify PHC by written or electronic communication no later than seven (7) business days after Sponsoring Institution or Program determines that it is unable to support the resident positions (either the number of positions or the type; new, existing or expanding) for which it was awarded.
10. Cooperate and respond to PHC follow-up questions regarding the Semi-Annual Review, Annual Review and/or Final Report or request for additional data regarding the CalMedForce Grant process and program for a period not to exceed seven (7) business days after the PHC request.
11. Cooperate and promptly respond to any reasonable inquiry or request for information by PHC related to CalMedForce, Grantee's Program, its participants, and its principals, or any other matter PHC deems material to receipt of Grant Funds.
12. Continue the training Program(s) for residents funded by Grant Funds awarded through the entire Term of the Grant Agreement.
13. Continue resident training Program in anticipation of receipt of Grant Funds awarded through the Grant Agreement.

E. Program Reports and Site Visits

1. Grantee shall submit a Semi-Annual Review to PHC no later than January 31 of each year. Grantee shall also submit an Annual Review no later than July 31 each year for the preceding six-month period that ended December 31 or June 30, respectively ("Progress Report") using a form provided by PHC. Progress Reports shall include, among other information as requested by PHC:
 - a. Information on residents and graduates in the Program, including, but not limited to demographics, where residents practice after graduation, residents who leave the Program prior to graduation.
 - b. Any changes to accreditation status of the Grantee/Sponsoring Institution or the residency Program receiving Grant Funds.
 - c. Any citations issued by an accrediting body against the Grantee/Sponsoring Institution, or its residency Program receiving Grant Funds.

- d. Demographics of the patient population being treated by the residents in Grantee's Program.
 - e. Information regarding faculty development and training in the Program
 - f. Information regarding how the Grantee's residency Program is assessing and caring for the well-being of the residents in the Program.
 - g. Information regarding the professional development training opportunities Grantee makes available to residents in the Program.
 - h. Information on Program Expenditures using Grant Funds.
 - i. In the Semi-Annual Reviews and Annual Reviews, Grantee shall submit a Financial Report summarizing actual expenditures in accordance with allowable cost categories as determined by PHC in Allowable Costs document. (e.g., Salaries, Benefits, Fellowships, Supplies, Travel, Other Direct Costs, and Indirect Costs), 30 days after the end of the Payment period (e.g., the report for expenses incurred 7/1/2021 through 6/30/2022 is due 7/31/2022) unless an exception for extension is requested by Grantee and granted by PHC.
2. Grantee shall submit a complete Final Annual Progress Report to PHC no later than 90 days after the end of Payment Year 3, but no later than 09/30/2024, or of Payment Year 4 (if applicable), but no later than 09/30/2025 ("Final Report"), unless an exception for extension is requested by Grantee and granted by PHC, using a form to be provided by PHC. The Final Report shall include, but not be limited to, all information required in the Semi-Annual and Annual Reviews and any additional data, information, or feedback requested by PHC during the Term of the Grant Agreement and/or upon reviewing the Final Report.
 3. Upon the request of PHC, Grantee shall facilitate an annual site visit by PHC staff and comply with all reasonable requests for information and documentation.
 4. During the Term, Grantee shall annually complete and submit a certification provided by PHC that captures the names of the resident(s)/student(s) trained using the Grant Funds provided under this Grant Agreement, an attestation that each resident(s)/student(s) was engaged in activities authorized by this Grant Agreement, signed by the Program Director, and submitted electronically for fund transfer on an annual basis in arrears to: CalMedForce@phcdocs.org.

F. Grant Funding and Invoicing:

1. For services satisfactorily rendered in accordance with the Scope of Work, and upon receipt of full and complete reports and certifications specified in subsection (3) hereunder, Grantee shall be eligible to receive payment for expenses in accordance with the approved budget (and any approved or allowable budget adjustments (see Section J). Grantee will report to PHC any unused funds at the end of each Payment Year in the annual Financial Report to PHC as described in Section E.1 of this grant Agreement. The unexpended funds must be used by the end of the Term. Grantee is responsible for returning unused funds back to PHC not used during the Term of this Agreement.

2. The total amount of Grant Funds to be disbursed to Grantee during the Term of this Agreement shall not exceed the total stated in section A.2 of this agreement. If PHC or Grantee determines a Grantee is overpaid by PHC, Grantee is required to return the additional funds to PHC. If Grantee believes they have been overpaid, underpaid, not paid or other payment discrepancy, they shall promptly notify the CalMedForce Program Director.
3. Final fund transfer to Grantee under this Grant Agreement will be withheld by PHC until all required Progress Reports and the Final Report are submitted and approved by PHC, in accordance with Section E.1.

G. Payment Detail and Payment Provisions:

1. Grant Award Notification: Prior to the Effective Date, PHC shall notify the Grantee of the award amount and the number of years approved for funding, respective to the payment allotments set forth below.
2. Payment Advance and Provisions: Grantee will be able to receive twenty-five (25) percent of the award allotment for Payment Year 1 at the time of contract execution. In Payment Year 1, Grantee must submit their first Semi-Annual Review as described in Section E.1 along with the certification described in Section E.4. In the first Semi-Annual review as described in Section E.1, Grantee will report to PHC how the first twenty-five (25) percent of the award allotment was used. Additionally, Grantee will also report expenses up to the amount of the second payment which will be the second twenty-five (25) percent of the award allotment for Payment Year 1. This shifts the payment model to a reimbursement model, in which Grantee will spend its own funds during the reporting period and then request reimbursement for the amount of the next eligible payment in the Semi-Annual or Annual Report.
3. Payment and Reporting Requirements: Grantee must ensure expenditures reported comply with the Allowable Cost document provided by PHC. Grantee must retain documentation for each expense. If PHC requests additional information or documentation of expenses, Grantee must respond to the request within seven (7) business days.
 - a. In the Financial Report, Grantee must account for at least 75% of all available grant funds (funds that have already been disbursed as well as the next payment for which Grantee is eligible to request reimbursement). If Grantee has not spent at least 75% of available funds, Grantee must list the planned use of at least 75% of available funds in order to be eligible to receive the next payment. Grantee must provide detail on the planned purchases including amount, estimated date the purchase will occur, allowable cost category and description of the planned purchase.
4. Annual Review: After Grantee submits the Annual Review and Financial Report (described in Section E.1), and certification (described in Section E.4), PHC will review and determine if Grantee is compliant with the requirements of these documents. If Grantee is compliant, Grantee will be eligible to receive payments for the remaining fifty (50) percent amount for Payment Year 1 for the expenditures

incurred in the remaining six-month period of Payment Year 1 (e.g. January 1, 2022 through June 30, 2022).

Fiscal Year 2020-21 CalMedForce Grant			
Payment Year	Payments per Year	Award Allotment Details	Performance Period
1	3	<ul style="list-style-type: none">• 25% after contract execution• 25% after certification of Semi-Annual Review• 50% after certification of Annual Review	July 1, 2021 - June 30, 2022
2	2	<ul style="list-style-type: none">• 50% after certification of Semi-Annual Review• 50% after certification of Annual Review	July 1, 2022 - June 30, 2023
3	2	<ul style="list-style-type: none">• 50% after certification of Semi-Annual Review• 50% after submission of Annual Review/Final Report	July 1, 2023 - June 30, 2024
4 *if applicable	2	<ul style="list-style-type: none">• 50% after certification of Semi-Annual Review• 50% after certification of Annual Review/Final Report	July 1, 2024 - June 30, 2025

H. Accounting Records and Audits: Grantee shall comply with the following reporting requirements, which may be modified by amendment to this Agreement.

1. **Accounting:** Accounting for Grant Funds will be in accordance with the Sponsoring 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, including:
 - a. The accurate and timely separate identification of funds received;
 - b. The separate identification of expenditures prohibited by the Grant criteria; and
 - c. If equipment is purchased with grant funds and sold during the period of performance, an adequate record of proceeds from the sale of any equipment purchased by Grant Funds.
2. **Expenditure Reporting:** Reports of the training Program expenditures and enrollment of residents under the Agreement must be submitted as requested by PHC for purposes of program administration, evaluation, and/or review.
3. **Records Retention and Audit:**
 - a. The Sponsoring Institution shall permit PHC 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 graduate medical education program for the purpose of audit and examination.
 - b. The Sponsoring 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. During the period set forth in subparagraph (d) below, the Sponsoring Institution agrees to accommodate during normal business hours all reasonable requests for visits to Sponsoring Institution's location for the purpose of making available any Records for inspection, audit or reproduction by an authorized representative of the State.
- d. The Sponsoring 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 (1) or (2) below:
 1. 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 (3) years from the date of any resulting final settlement.
 2. 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 Sponsoring Institution until disposition of such appeals, litigation, claims, or exceptions.

I. 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 this program, this Agreement shall be of no further force and effect. In this event, PHC 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 for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the PHC shall have the option to either cancel this Agreement with no liability occurring to the PHC or offer an agreement amendment to Grantee to reflect the reduced amount.

J. Budget Adjustments:

1. Budget adjustments consist of a change within the proposed budget that does not amend the total amount of the grant and they must be consistent with the Allowable Costs as defined by PHC. Grantee is permitted to adjust the budget as long as Grantee provides an accounting of how the funds were expended, including any adjustments to the budget, with the Final Financial Report.

2. All requests for extending the grant period shall be submitted in writing to PHC for approval. Requests for a time extension must be made to PHC no later than thirty (30) calendar days prior to the expiration of the Agreement. There shall be no request for reimbursement of costs for activities conducted after the expiration of the Agreement Term without an approved no cost time extension.

K. General Terms and Conditions

1. Time: Grantee will submit the required deliverables as specified and adhere to the deadlines as specified in this Agreement. It is the sole responsibility of the Grantee to anticipate and communicate as necessary regarding any potential overlaps, conflicts, and scheduling issues, inability to meet the deadlines specified in section E.1, and to adhere to the terms of this Grant Agreement.
2. Final Agreement: This Grant 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. Additional Audits: Grantee agrees that PHC and/or the California 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 Grant Agreement. Grantee agrees to maintain such Records for possible audit for a minimum of three (3) years after final payment, unless a longer period of Records retention is stipulated. 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, 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. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., Cal. Code Regs. Tit. 2, Section 1896).
4. Notification of Regulatory Events. To the extent permitted under applicable law, Grantee shall notify PHC in writing as soon as reasonably practicable (but no later than within seven (7) business days after it becomes aware of any of the following events during the Term of this Agreement): (a) Residency Program or any of its employees or contractors are or have become the subject of, or is materially involved in, any investigation, proceeding or disciplinary action by any Federal HealthCare Program, any state's medical board, any specialty board, or any agency responsible for professional licensing, standards or behavior; or (b) sponsoring institution or Program's accreditation is under disciplinary investigation. If an event described in this Section occurs, Grantee shall be responsive to any questions, inquiries, requests for updates, proof of outcome or resolution, or other communications from PHC to the extent required by law. PHC may, in its sole discretion, suspend payments and any other contractual obligations for the duration of any such event, without regard for the date PHC was notified thereof.

5. Independent Contractor: Grantee and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of PHC or the State. Grantee shall not hold itself out as an employee or agent of PHC or the State, nor shall Grantee hold itself out as authorized to act on behalf of or legally bind PHC or the State.
6. Non-Discrimination Clause: During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. 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.
7. Waiver: The waiver by PHC of a breach of any provision of this Agreement by the Grantee will not operate or be construed as a waiver of any other subsequent breach by the Grantee. PHC 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 signature has been obtained.
9. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by an individual authorized to bind each Party and approved as required. No oral understanding or Agreement not incorporated in this Agreement shall be binding on any of the Parties.
10. Assignment: This Agreement is not assignable by the Grantee, either in whole or in part.
11. Indemnification: Each party shall indemnify, defend and hold harmless the other party, its officers, employees, and agents from any and against any and all liability, losses, or expenses (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.

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 CalMedForce Director. If unresolved, the problem shall be presented, in writing, as a grievance to the PHC CEO stating the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought.
 - b. The PHC CEO shall make a determination within ten (10) business days after receipt of the written grievance from the Grantee and shall respond in writing to the Grantee indicating the decision and reasons for it. The CEO's decision will be final. The PHC CEO may request additional information prior to making a decision and Grantee shall promptly comply with such requests.
13. Termination for Cause: PHC may terminate this Agreement should the Grantee breach any obligation under this Agreement and fail to cure such breach within fifteen (15) business days, or within a period mutually agreeable to the parties, of receipt of a written notice from PHC of such breach. If Grantee fails or is unable to cure such breach, PHC shall provide written notice to Grantee terminating this Agreement, which shall be effective thirty (30) days' after the date of such written notice. PHC shall reimburse Grantee for any costs or obligations incurred through the effective date of the termination.

Termination for Convenience: Either party may terminate this Agreement for any reason upon written advance notice provided to the other party as soon as practicable, but no less than ninety (90) days prior to the effective date of such termination. PHC shall reimburse Grantee for any costs or obligations incurred through the effective date of termination.
14. Potential Subcontractors: Nothing contained in this Agreement shall create any contractual relation between PHC and any subcontractors to the Grantee, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to PHC 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 obligation independent from PHC's obligation to disburse funds to the Grantee. As a result, PHC 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. Prohibited Use of Funds: The funding established pursuant to this Grant Agreement shall be utilized solely to support graduate medical education in Grantee's Program as reflected in the Allowable Costs document. Grant Funds shall not be used to replace and/or supplant existing federal, state, or local funds or Other Sources of Funds intended to also fund the residency positions in Grantee's Program. California law AB 1887 also imposes restrictions on the use of state funds to travel to states that authorize discrimination or repeal existing laws prohibiting discrimination based on sexual orientation, gender identity and gender expression. An up-to-date list of all of banned travel states can be found at <https://oag.ca.gov/ab1887>. Grantees must comply with this rule for any/all grant-related travel using state funds.

18. Honesty and Integrity: Throughout the Term of this Agreement, Grantee and its employees and agents shall conduct themselves and their activities in accordance with the highest standards of honesty, transparency and integrity that is essential to recipients of Proposition 56 funds, and act in a manner that supports public confidence in the integrity Grantee and PHC.

L. CalMedForce Representatives: The CalMedForce representatives during the Term of this Agreement are listed below. Direct all contract inquiries to:

Grant Administrator: Physicians for A Healthy California	Grantee: County of San Bernardino, through its Arrowhead Regional Medical Center Obstetrics and Gynecology Program
Contact: Robin Simpson Program Director, CalMedForce	Contact: Greg Young Graduate Medical Education
Address: 1201 K Street, Suite 800 Sacramento, CA 95814	Address: 400 N. Pepper Ave. Colton, CA 92324-1819
Phone: (916) 551-2872	Phone: (909) 580-6157
Email: rsimpson@phcdocs.org	Email: younggr@armc.sbcounty.gov

The undersigned persons hereby represent and warrant that they are authorized to execute this Agreement on behalf of the parties hereto as of the dates signed below.

Physicians for A Healthy California

Name: Robin Simpson

Title: Program Director, CalMedForce

Signature: _____

Date: _____

Grantee: County of San Bernardino

Name: Curt Hagman

Title: Board of Supervisors, Chair

Signature: _____

Date: _____

