

GRANT AGREEMENT BETWEEN Physicians for a Healthy California and CalMedForce Awardee

Grant ID: 2253212-2223

THIS GRANT AGREEMENT, ("Grant Agreement" or "Agreement") is deemed effective July 1, 2023 ("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 the Arrowhead Regional Medical Center/San Bernardino County on behalf of Arrowhead Regional Medical Center Internal Medicine Residency Program ("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 2022-23 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: San Bernardino County on behalf of Arrowhead Regional Medical Center Internal Medicine Residency Program
2. Name as appears on W-9 (if applicable):
3. Award Amount: \$780,000.00
4. Length of Residency Program/Award (years): 3
5. Number of Resident Positions Awarded: 5
  - a. 4 Existing Positions
  - b. 1 Expanding Positions
  - c. 0 New Positions
6. Contract Effective Date: July 1, 2023

**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, 2023 through September 30, 2026 if Grantee's Program is three (3) years, or July 1, 2023 through September 30, 2027 if Grantee's Program is four (4) years, or July 1, 2023 through September 30, 2028 if Grantee's Program is five (5) years, at which time this Agreement shall terminate automatically by its own terms ("Term"). If Final Report (see E.3) is submitted and final payment is sent to awardee before September 30, the contract term will end automatically three (3) business days after the date of the transmittal of the final payment.
- 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 2022-2023 CalMedForce Application.
  3. Comply with all requirements set forth in the FY 2022-2023 Grant Guidelines attached as [Exhibit A](#).
  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.5.
  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 that may affect the status of the residency program.
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 and Financial 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 reasonably requested by PHC and which Grantee may provide consistent with its obligations under applicable privacy laws:
  - 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.
2. In the Semi-Annual Reviews and Annual Reviews, Grantee shall submit bi-annual Financial Reports 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 7/1/2023 through 12/30/2023 is due 1/31/2024) unless an exception for extension is requested by Grantee and granted by PHC.
3. Grantee shall submit a complete Final Annual Progress Report ("Final Report") to PHC no later than 45 days after the end of the final year of payment, 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. Due dates shall be as follows:
  - a. If three-year program, no later than 08/15/2026,
  - b. If four-year program, no later than 08/15/2027,
  - c. If five-year program, no later than 8/15/2028
4. 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.
5. During the Term, Grantee shall annually complete and submit a certification provided by PHC that captures the names of the resident(s) in the cohort supported by the Grant Funds provided under this Grant Agreement, an attestation that each Resident(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 full and complete Progress Reports and the Final Report are submitted to PHC, in accordance with Section E.

**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.5. **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 report expenses of 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, unless there are extenuating circumstances, PHC may not approve the next payment until the Grantee submits a plan detailing its intended use of the remaining funds, including amount, estimated date of expense or purchase, allowable cost category and the description of the planned expense or purchase.
4. University of California (UC) Recipients of the CalMedForce Award: See Addendum A.
5. 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, 2024 through June 30, 2024).

Fiscal Year 2022-23 CalMedForce Grant – THREE-YEAR PROGRAM			
Payment Year	Payments per Year	Award Allotment Details	Performance Period

1	3	<ul style="list-style-type: none"> <li>• 25% after contract execution</li> <li>• 25% after certification of Semi-Annual Review</li> <li>• 50% after certification of Annual Review</li> </ul>	July 1, 2023 - June 30, 2024
2	2	<ul style="list-style-type: none"> <li>• 50% after certification of Semi-Annual Review</li> <li>• 50% after certification of Annual Review</li> </ul>	July 1, 2024 - June 30, 2025
3	2	<ul style="list-style-type: none"> <li>• 50% after certification of Semi-Annual Review</li> <li>• 50% after certification of Final Report</li> </ul>	July 1, 2025 - June 30, 2026

<b>Fiscal Year 2022-23 CalMedForce Grant – FOUR-YEAR PROGRAM</b>			
<b>Payment Year</b>	<b>Payments per Year</b>	<b>Award Allotment Details</b>	<b>Performance Period</b>
1	3	<ul style="list-style-type: none"> <li>• 25% after contract execution</li> <li>• 25% after certification of Semi-Annual Review</li> <li>• 50% after certification of Annual Review</li> </ul>	July 1, 2023 - June 30, 2024
2	2	<ul style="list-style-type: none"> <li>• 50% after certification of Semi-Annual Review</li> <li>• 50% after certification of Annual Review</li> </ul>	July 1, 2024 - June 30, 2025
3	2	<ul style="list-style-type: none"> <li>• 50% after certification of Semi-Annual Review</li> <li>• 50% after certification of Annual Review</li> </ul>	July 1, 2025 - June 30, 2026
4	2	<ul style="list-style-type: none"> <li>• 50% after certification of Semi-Annual Review</li> <li>• 50% after certification of Annual Review</li> </ul>	July 1, 2026 - June 30, 2027

<b>Fiscal Year 2022-23 CalMedForce Grant – FIVE-YEAR PROGRAM*</b>			
<b>Payment Year</b>	<b>Payments per Year</b>	<b>Award Allotment Details</b>	<b>Performance Period</b>
1	3	<ul style="list-style-type: none"> <li>• 25% after contract execution</li> <li>• 25% after certification of Semi-Annual Review</li> <li>• 50% after certification of Annual Review</li> </ul>	July 1, 2023 - June 30, 2024
2	2	<ul style="list-style-type: none"> <li>• 50% after certification of Semi-Annual Review</li> <li>• 50% after certification of Annual Review</li> </ul>	July 1, 2024 - June 30, 2025
3	2	<ul style="list-style-type: none"> <li>• 50% after certification of Semi-Annual Review</li> <li>• 50% after certification of Annual Review</li> </ul>	July 1, 2025 - June 30, 2026
4	2	<ul style="list-style-type: none"> <li>• 50% after certification of Semi-Annual Review</li> <li>• 50% after certification of Annual Review</li> </ul>	July 1, 2026 - June 30, 2027
5	2	<ul style="list-style-type: none"> <li>• 50% after certification of Semi-Annual Review</li> <li>• 50% after certification of Final Report</li> </ul>	July 1, 2027 - June 30, 2028

\*Note: Five-year grant term applied to combined programs only. Combined programs integrate two specialties into one residency program.

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. 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 August 15 of the final year of the grant term. 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, to the extent required by law or the terms of this Agreement, 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 of Grantee and to reasonably 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 ACGME 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, limited to findings related to the Residency Program being funded by the Grant. 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 materially 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 responsible for its employees and agents acting within the course and scope of their employment or agency agreement to Grantee. Grantee further agrees to bind its subcontractors to the terms of this Agreement, including, but not limited to, an obligation for the subcontractor to be fully responsible to PHC for any and all acts and omissions of its subcontractors and of persons either directly or indirectly employed by the subcontractor. 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 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:
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Grant Administrator: Physicians for A Healthy California	Grantee: San Bernardino County on behalf of Arrowhead Regional Medical Center Internal Medicine Residency Program
Contact: Robin Simpson, Program Director, CalMedForce	Contact: Gregory Young
Address: 1201 K Street, Suite 800 Sacramento, CA 95814	Address:
Phone: (916) 551-2872	Phone:
Email: rsimpson@phcdocs.org	Email: younggr@armc.sbcounty.gov

**ADDENDUM A**

University of California (UC) recipients of CalMedForce awards must follow the additional protocols for receiving payment:

1. Interlocation Transfers: With oversight from the University of California (UC), Physicians for Healthy California (PHC) administers the CalMedForce grant program. Since UC is the responsible entity for the CalMedForce program (through Prop 56), UC recipients of the CalMedForce award receive funding from the State Controller’s Office through UC Office of the President (UCOP) rather than directly from PHC/CalMedForce program. UC grant awardees receive budgetary allocations (except for the first allocation – effective upon signing of contract) following the approval of their semi-annual and annual reviews through Interlocation Transfer of Funds (ITF). ITFs are used to move budgetary appropriations and enables the transfer of funds between campuses and systemwide locations. The ITF gives permission for the program to spend the allocated funds as outlined in the contract, but claims must be submitted to receive payments for reimbursement. Note payments will be received after claims for reimbursement have been submitted and approved by UC. See UC Submission of Claims for more information.

The CalMedForce award is a SPECIAL STATE APPROPRIATION and should be treated as an INTRAMURAL award. The CalMedForce program will send the ITF request form and the following information will need to be provided:

- a. Campus
- b. Location
- c. Location 2
- d. Corporate Account (should be six digits)

- e. Fund (should be 18119)
- f. Sub (should be two digits)
- g. Local Accounting String

If you received a CalMedForce award in a previous award cycle, a new local accounting string with unique identifier (e.g. activity code, project code) will need to be created and provided in the ITF request form (for tracking purposes). Please make sure to contact your local accounting office and contracts & grants office for assistance. UC will notify UC award recipients once ITFs have been processed. UC will also notify UC award recipients when Semi Annual and Annual Reviews have been approved, including information about the next funding allocation.

2. University of California (UC) Submission of Claims: For the CalMedForce award, state claims (include general ledger) for reimbursement should be sent directly to UC Health (Helen Young at helen.young@ucop.edu). Please indicate on the ledger the exact expenses that submitted for claims. Claims that have already received reimbursement should not be included in the claims submission. Additionally, claims cannot exceed the approved budget allocation amount. It is recommended that the following information be included when submitting claims to expedite the processing time.

<b>Program Name</b>	<b>Award Year</b>	<b>Claim Submission Amount</b>
Example: UCOP Pediatrics Residency	2020-2021	\$28,807.24

UC Health will review the claims documents. Once approved, claims will be sent to UCOP Corporate Accounting and submitted to the State Controller’s Office for payment. Please work with your local accounting/controller’s office to submit claims. Funds will be sent through e-journal from UCOP Corporate Accounting to your campus once the claims have been approved by the State Controller’s office and payment has been received by OP. Claims cannot exceed the approved allocation per the Semi Annual or Annual Review. UC is required annually to report expenditures for each award cycle and funds must be reconciled in the appropriate year of the award.



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.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

Physicians for A Healthy California Name: Robin Simpson  
Title: Program Director, CalMedForce

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Grantee: San Bernardino County on behalf of Arrowhead  
Regional Medical Center  
Name: Dawn Rowe  
Title: Chair, Board of Supervisors

Signature: \_\_\_\_\_

Date: \_\_\_\_\_