THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number 23-434

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	William L. Gilbert
Telephone Number	(909) 580-6150
Contractor	California Department of Health Care Access and Information
Contractor Representative	
Telephone Number	(916) 326-3700
Contract Term	June 30, 2022 through August 31, 2026
Original Contract Amount	Revenue $250,000
Amendment Amount	
Total Contract Amount	Revenue $250,000
Cost Center	

Briefly describe the general nature of the contract: Grant Agreement with the California Department of Health Care Access and Information for the Song-Brown Primary Care Residency Program Grant to support Arrowhead Regional Medical Center's existing Internal Medicine Residency Program in the amount of $250,000, for the period of June 30, 2023 through August 31, 2026.

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Charles Phan, Deputy County Counsel		William L. Gilbert, Director
Date 5/12/2023	Date	Date 5/16/23

GRANT AGREEMENT BETWEEN THE DEPARTMENT OF HEALTH CARE ACCESS AND INFORMATION AND SAN BERNARDINO COUNTY ON BEHALF OF ARROWHEAD REGIONAL MEDICAL CENTER, ARROWHEAD INTERNAL MEDICINE RESIDENCY PROGRAM GA22-SBPCR-EXT-0001283

THIS GRANT AGREEMENT ("Agreement") is entered into on 06-30-2023 ("Effective Date") by and between the State of California, Department of Health Care Access and Information ("HCAI") and San Bernardino County on behalf of Arrowhead Regional Medical Center, Arrowhead Internal Medicine Residency Program (collectively the "Grantee").

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

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

WHEREAS, Grantee applied to participate in the Song-Brown Healthcare Workforce Training Program, by submitting an application in response to the 2022 Song-Brown Primary Care Residency Application.

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

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

A. Definitions:

1. "Act" means the Song-Brown Health Care Workforce Training Act, Health and Safety Code, Sections § 128200, et. seq.,
2. "Application" means the grant application/proposal submitted by Grantee.
3. "Director" means the Director of Health Care Access and Information or their designee.
4. "Deputy Director" means the Deputy Director of the Office of Health Workforce Development (OHWD) or their designee.
5. "Grant Agreement/Grant Number" means Grant Number GA22-SBPCR-EXT-0001283 awarded to Grantee.
6. "Grantee" means the fiscally responsible entity in charge of administering the grant funds and includes the Program identified on the Grant Application.

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

B. Term of the Agreement: This Agreement shall take effect on the 06-30-2023 and shall terminate on 08-31-2026.

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

1. Comply with the latest version of the Family Medicine/Internal Medicine/Obstetrics and Gynecology/Pediatrics Standards.
2. Under the direction of the Program Director, use grant funds to provide primary care training for 2 resident(s) for a three-year cycle beginning 06/30/2023 and ending 06/30/2026.

D. Final Report: Grantee shall complete and submit a Final Report within 60 days of the end of payment year three (3) but no later than the end of the Agreement Term using the online forms that HCAI provides, located at https://funding.hcai.ca.gov/.

E. Invoicing:

1. For services satisfactorily rendered in accordance with the Scope of Work, and upon receipt and approval of the certifications as specified in subsection three (3) hereunder; HCAI agrees to compensate Grantee in accordance with the rates specified herein.
2. The total amount payable to the Grantee under this Agreement shall not exceed $250,000.00.
3. Indirect costs are not an allowable expense.
4. Certifications shall include the Agreement Number, the names of the resident(s) trained under this Agreement, a signature by the Program Director certifying that each resident(s) was engaged in activities authorized by this Agreement, and shall be submitted electronically for payment on a quarterly basis in arrears using the online forms that HCAI provides, located at https://funding.hcai.ca.gov/.

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

F. Budget Detail and Payment Provisions:

1. Budget Detail:

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

Payment Year 1	06-30-2023 to 06-29-2024	$41,666.66 per resident per year x 2 resident(s)	$83,333.33
Payment Year 2	06-30-2024 to 06-29-2025	$41,666.66 per resident per year x 2 resident(s)	$83,333.33
Payment Year 3	06-30-2025 to 06-29-2026	$41,666.66 per resident per year x 2 resident(s)	$83,333.34

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

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

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

   a. The accurate and timely separate identification of funds received

   b. The separate identification of expenditures prohibited by the grant criteria

   c. An adequate record of proceeds from the sale of any equipment purchased by funds

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

3. Records Retention and Audit:

   a. The training institution shall permit the HCAI Director, or the California State Auditor, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its residency program for the purpose of audit and examination.

b. The training institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this grant (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.

c. The training institution agrees to make available at the office of the training institution at all reasonable times during the period set forth in subparagraph (d) below any of the records for inspection, audit or reproduction by an authorized representative of the State.

d. The training institution shall preserve and make available its records (a) for a period of three (3) years from the date of final payment under this Agreement, and (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by subparagraph (i) or (ii) below:

   i. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

   ii. Records which relate to (i) litigation of the settlement of claims arising out of the performance of this Agreement, or (ii) costs and expenses of this Agreement as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the training institution until disposition of such appeals, litigation, claims, or exceptions.

H. Budget Contingency Clause:

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the HCAI shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.

2. If funding is reduced or deleted by the Budget Act for purposes of this Program, the HCAI may void this Agreement or may offer an agreement amendment account for the reduced amount; if HCAI offers an agreement amendment consistent with the terms of this budget contingency clause, HCAI may void the Agreement until the Parties sign the offered amendment.

I. Breach: HCAI reserves the right to recover any and all amounts provided to the Grantee for Grantee's failure to perform the Scope of Work set forth in this Agreement. HCAI expressly reserves the right to pursue all legal and equitable remedies in the event of a breach by Grantee, including the right to disqualify Grantee from future funding opportunities.

J. Budget Adjustments:

1. Budget adjustments consist of a change within the Grantee's approved budget that does not amend the total amount of the grant. All requests to change the budget shall include an explanation for the reallocation of funds by the Grantee.
2. All requests for extending the grant period shall be submitted in writing to HCAI for approval. Requests for a time extension must be made to HCAI no later than ninety (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 all prior oral or written agreements or discussions.
3. Ownership and Public Records Act: All reports and the supporting documentation and data collected during the funding period which are embodied in those reports, shall become the property of the State and shall be subject to the California Public Records Act.

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

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

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

6. Non-Discrimination Clause (See Cal. Code Regs., Title 2, § 11105):

   a. During the performance of this Agreement, Grantee and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

   b. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., title. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and any regulations or standards adopted by HCAI to implement such article.

   c. Grantee shall permit access by representatives of the Department of Fair Employment and Housing and HCAI upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or HCAI shall require to ascertain compliance with this clause.

   d. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

   e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

7. Waiver: A waiver by HCAI of a breach of this Agreement by the Grantee will not operate or be construed as a waiver of any other breach. HCAI expressly reserves the right to disqualify Grantee from any future grant awards for failure to comply with the terms of this Agreement.

8. Approval: This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.

9. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the agreement is binding on any of the parties.

10. Assignment: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.

11. Indemnification: Grantee agrees to indemnify, defend and hold harmless the State, its officers, agents, and employees (i) from any and all claims and losses accruing or resulting to any and all Grantee's, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies resulting from the Grantee's performance of this Agreement, and (ii) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

12. Disputes: Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement, shall be resolved as follows:

    a. The Grantee will discuss the problem informally with the Program Manager. If unresolved, the problem shall be presented, in writing, to the Deputy Director stating the issues in dispute, the basis for the Grantee's position, and the remedy sought. Grantee shall include copies of any documentary evidence and describe any other evidence that supports its position with its submission to the Deputy Director.

    b. Within ten working days after receipt of the written grievance from the Grantee, the Deputy Director or their designee shall make a determination and shall respond in writing to the Grantee indicating the decision and reasons for it.

    c. Within ten working days after receipt of the Deputy Director's decision, the Grantee may appeal the decision of the Deputy Director by submitting a written appeal to the Chief Deputy Director stating why the Grantee does not agree with the Deputy Director's decision.

    d. Within ten working days after receipt of the appeal, the Chief Deputy Director or their designee shall respond in writing to the Grantee with their decision. The Chief Deputy Director's decision will be final.

13. Termination for Cause: HCAI may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. Grantee shall return any Agreement Funds that were previously provided to Grantee for use within 60 days of termination.

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

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

14. Grantee's Subcontractors: Nothing contained in this Agreement shall create any contractual relationship between the State and 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 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: San Bernardino County on behalf of Arrowhead Regional Medical Center Arrowhead Internal Medicine Residency Program
Section/Unit: Healthcare Workforce Development Division/Song-Brown	
Name: Jonathan Nazario, Program Officer	Name (Main Contact): Gregory Young,
Address: 2020 West El Camino Ave, Suite 1222 Sacramento, CA 95833	Address: 400 N Pepper Ave , Suit/Apt - Office of Research and Grants Colton, CA 92324
Phone: (916) 326-3755	Phone: (909) 580-6133
Email: SongBrown@hcai.ca.gov	Email: younggr@armc.sbcounty.gov

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

State Agency: Department of Health Care Access and Information	Training Program Name: Arrowhead Internal Medicine Residency Program
Section/Unit: Healthcare Workforce Development Division/Song-Brown	
Name: Jonathan Nazario, Program Officer	Program Director Name: Sarkis Arabian, Program Director
Address: 2020 West El Camino Ave, Suite 1222 Sacramento, CA 95833	Address: 400 N Pepper Ave Colton, CA 92324
Phone: (916) 326-3755	Phone: (909) 580-6343
Email: SongBrown@hcai.ca.gov	Email: arabians@armc.sbcounty.gov

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of 06/30/2023.

DEPARTMENT OF HEALTH CARE ACCESS AND INFORMATION	GRANTEE: San Bernardino County on behalf of Arrowhead Regional Medical Center, Arrowhead Internal Medicine Residency Program
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____