

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.70
(ID # 13113)**

MEETING DATE:
Tuesday, August 04, 2020

FROM: VETERANS' SERVICES:

SUBJECT: DEPARTMENT OF VETERANS' SERVICES: FY 20/21 and FY 21/22 Mental Health Services Act (MHSA) Proposition 63 Grant from the California Department of Veterans Affairs (CalVet) to the Riverside County Veterans' Services Office to Fund Mental Health Outreach and Services for Veterans. All Districts. [Total Cost: \$188,840 - 100% State Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve Standard Agreement No. 20XS0013 with the California Department of Veterans Affairs (CalVet) for the Mental Health Services Act (MHSA) Proposition 63 grant, effective July 1, 2020 through June 30, 2022, in the amount of \$188,840.00, to fund mental health outreach and services for veterans, and authorize the Director of Veterans' Services to sign the agreement on behalf of the County.
2. Authorize the Director of Veterans' Services, or his designee, to sign any certifications, assurances, reports, or other related documents required by CalVet to effectuate the grant, and consistent with the Board's approval.


ACTION:


Grant Gautsche, Director, Veterans' Services 7/6/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: August 4, 2020
xc: Veterans' Services

Kecia R. Harper
Clerk of the Board
By 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$94,420	\$94,420	\$188,840	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% California Department of Veterans Affairs			Budget Adjustment: No	
			For Fiscal Year: 20/21 & 21/22	

C.E.O. RECOMMENDATION:

BACKGROUND:

Riverside County is home to 125,000 veterans, more than 35,465 veterans served in the post-9/11 era— many on multiple tours of duty. Each year, as thousands transition to civilian life in our county, many gravitate toward private and public colleges in Riverside County. The Riverside County Department of Veterans' Services will partner with the United States Department of Veterans Affairs (USDVA) suicide prevention team and Riverside University Health System – Behavioral Health (RUHS-BH) outreach team and Veterans Legal Institute to provide enhanced services to veterans at the local colleges.

Our partnership will bring a café of services to include mental health, benefits counseling, legal assistance, homeless assistance, workforce development and link veterans with other available services as needed. The below are the colleges we will connect with to provide the above services.

- University of California Riverside
- La Sierra
- California Baptist College
- San Joaquin Valley College
- Riverside City College
- Norco College
- Moreno Valley College
- Mt. San Jacinto Community College
- California Southern Law School
- College of the Desert

Riverside County Department of Veterans' Services (RCDVS) will be hosting a legal workshop in concert with Veterans Legal Institute (VLI). VLI is one of the few military specific public interest law firms in the nation and is recognized by the State of California as a "multiple activity provider." VLI will ensure attorneys and supporting staff have military experience and/or are military dependents. Through a continuing MOU with VLI, RCDVS will focus on homeless and/or low-income clients whose access to or maintenance of mental health treatment

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requires direct legal aid, which clients could otherwise not afford. Low income clients may earn on average less than \$1,500 per month. Veteran college students may be living in cars, couch surfing, or living frugally on their educational benefits. We expect to continue to serve veterans living with significant mental health issues. Veterans who do exceed VLI ability to provide services will be provided with general advice and counsel with referrals to veteran advocate attorneys. The geographic area focuses on Riverside County with collaborations with neighboring Orange and Riverside Counties.

RUHS-BH and USDVA will provide therapy, some case management, documentation, participation in outreach events, on-campus presentations, and assistance with report preparation. RCDVS will provide office space, which will include a workstation, telephone, computer, Wi-Fi, and office supplies. Support staff will set appointments for the clinic, assist with incoming calls, and greet clients upon entering the facility. The Veterans Free Legal Clinics will serve up to eighty (80) unduplicated individuals annually.

Riverside County will be utilizing one Veterans' Service Representative and one Veterans' Services Liaison to assist with this process. The Assistant Director will be overseeing the grant. The Assistant Director handles all grant writing and reporting metrics. The County will also provide additional personnel based upon the needs of the program.

ATTACHMENTS:

ATTACHMENT A: STANDARD AGREEMENT NO. 20XS0013



Gregory B. Priamos, Director County Counsel 7/27/2020

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

SID 213 (Rev. 03/2019)

AGREEMENT NUMBER

20X50013

PURCHASING AUTHORITY NUMBER (if Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Veterans Affairs

CONTRACTOR NAME

Riverside County Department of Veterans' Services (County of Riverside)

2. The term of this Agreement is:

START DATE

July 1, 2020

THROUGH END DATE

June 30, 2022

3. The maximum amount of this Agreement is:

\$188,840.00

One Hundred Eighty-Eight Thousand Eight Hundred Forty Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit A-1	Program Narrative	10
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit B-1	Budget Form / Narrative	3
Exhibit C *	General Terms and Conditions (GTC 04/2017)	*
Exhibit D	Special Terms and Conditions	6

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OIS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Riverside County Department of Veterans' Services (County of Riverside)

CONTRACTOR BUSINESS ADDRESS

4360 Orange Street

CITY

Riverside

STATE

CA

ZIP

92501

PRINTED NAME OF PERSON SIGNING

Grant Gautsche

TITLE

Director, County Department of Veterans Services


CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

8/26/2020

FORM APPROVED COUNTY COUNSEL

BY: 
DANIELLE D. MALAND

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20XS0013

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Veterans Affairs

CONTRACTING AGENCY ADDRESS

1227 O Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

David Gerard

TITLE

Chief, Facilities and Business Services Division

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

9/8/20

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol. 1 § 4.06

VETERAN MENTAL HEALTH OUTREACH

1. INTRODUCTION/SERVICES

- A. This is an Agreement in which the County of Riverside, hereafter referred to as the Contractor shall provide mental health outreach services, as specified within Exhibit A-1, in accordance with the Mental Health Services Act (Proposition 63), for the California Department of Veterans Affairs (CalVet).
- B. Contractor must be able to perform the tasks associated with providing services under the scope of their license. Contractor will provide services in accordance with federal and state laws and regulations and CalVet policies.
- C. Contractor is not authorized to disperse or promise any services as described in the Agreement until written approval has been obtained from CalVet Contract Manager and Contractor has received an executed Agreement from CalVet. Any delivery or performance of service commenced prior to Contractor obtaining all written approvals shall be considered voluntary on the part of Contractor.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall provide the following services.

- A. Expand and/or enhance mental health services to include treatment, and other related recovery programs to veterans currently residing in or returning to the community from their military service as they transition back to civilian life.
- B. Provide the following performance measures on a periodic and annual basis:
 - 1. Provide four (4) periodic progress reports per year to include the following:
 - a) Performance table that includes the goal for each performance measure and the source of collecting the performance measure (See Exhibit B – Budget Detail and Payment Provisions for periodic progress report/metric due dates).
 - b) Any narrative related to Performance Assessment and Data.
 - 2. Provide an final progress report at the end of the funding period. The report must summarize information from the periodic reports, describe the accomplishments of the project, and describe the next steps for implementing any plans for additional work identified during the funding period.

3. INDEPENDENT CONTRACTOR STATUS

- A. Contractor shall be considered "Independent Contractors" in relation to CalVet and the State. Therefore, Contractor shall not be considered employee(s) of CalVet and shall not be entitled to any employee benefits from CalVet or the State including, but not limited to, the following:
 - 1. Premium Pay, Overtime Pay, or Holiday Pay;
 - 2. Medical Insurance;
 - 3. Vacation or Sick Leave;
 - 4. Worker's Compensation; and
 - 5. Other employee benefits.

4. CONTACT INFORMATION

A. The Contract representatives during the term of this Agreement will be:

1. **CalVet Home Representative:**
Veterans Services- Headquarters
Phillip Leggett, Mental Health Coordinator
1227 O Street
Sacramento, Ca. 95814
Phone: (916) 503-8327
Email: phillip.leggett@calvet.ca.gov

2. **Contractor Representative:**
County of Riverside
Grant Gautsche, CVSO
4360 Orange Street
Riverside, CA 92501
Phone: (951) 955-3060
Email Address: gautsche@rivco.org

B. Contract Representatives, addresses, and phone/fax numbers may be changed by issuing a 20-day prior written notification and shall not require a formal amendment to this Agreement. The notifying party shall provide complete contact information for the replacement Contract Representative including, name, title, mailing address, phone/fax numbers, and email address.

All other changes require a formal written amendment to this Agreement.

Riverside

Section A: Statement of Need

PARTICIPANTS: Riverside County is home to 125,000 veterans, More than 35,465 veterans served in the post-9/11 era— many on multiple tours of duty. Each year, as thousands transition to civilian life in our county, many gravitate toward private and public colleges in Riverside County.

The Riverside County Department of Veterans' Services, will partner with the United States Department of Veterans Affairs (USDVA) Suicide Prevention team and Riverside University Health System – Behavioral Health (RUHS-BH) Outreach team and Veterans Legal Institute to provide enhanced services to the local colleges. Our partnership will bring a café of services to include mental health, benefits counseling, legal assistance, homeless assistance, workforce development and link them towards other available services as needed. The below are the colleges we will connect with to provide the above services.

- University of California Riverside
- La Sierra
- California Baptist College
- San Joaquin Valley College
- Riverside City College
- Norco College
- Moreno Valley College
- Mt. San Jacinto Community College
- California Southern Law School
- College of the Desert

RCDVS will be hosting a legal workshop in concert with Veterans Legal Institute (VLI). Through a continuing MOU with VLI, Riverside CVSO will focus on homeless and/or low-income clients whose access to or maintenance of mental health treatment requires direct legal aid, which clients could otherwise not afford. Low income clients may earn on average less than \$1,500 per month. Veteran college students may be living in cars, couch surfing, or living frugally on their educational benefits. We expect to continue to serve veterans living with significant mental health issues. Veterans who do exceed LMI will be provided with general advice and counsel with referrals to veteran advocate attorneys. The geographic area focuses on Riverside County; with collaborations with neighboring Orange and Riverside Counties.

PROGRAM NEED: Adjusting to civilian life can be difficult for whole households, not just for veterans. Untreated service-related psychological injuries, including major depression and posttraumatic stress disorder (PTSD), increase the risk of severe mental illness, physical ailments, unemployment, substance misuse, homelessness, interpersonal violence, legal issues and suicide. One in 2,200 veterans aged 18-34 dies by suicide (VA National Suicide Data Report, 2005-2016). In USC's *The State of the American Veteran* (2014),

one veteran recalls, "Psychologically, I thought I had it all together. What I didn't realize was that I had been pushing away what happened with drug[s]."

Adult veteran students have the same stressors as other students plus those relating to their military experiences. One graduate remembers, "I had a strong sense of not belonging where I was and not understanding how to interact with students." They feel more mature but are less prepared for the college experience. This lack of common ground can be a stressor.

BARRIERS/GAPS:

1. **Stigma:** Many veterans were raised in families that believe mental illness should remain a private matter. Traditional military culture adds another layer of stigma. Although much has changed, service members believe they will be penalized if they ask for help.
2. **Complexity of Benefits Structure:** With only partial benefits, veterans face financial instability that could create relational stressors as well, which could exacerbate mental illnesses.
3. **Insufficient Campus Resources:** Campus units lack the expertise for culturally sensitive, intensive counseling.

Section B: Proposed Service/Project

PURPOSE: Colleges have proven to be excellent environments for prevention and early intervention. RCDVC's specialty is peer benefit counseling, claims development, and case management; USDVA Suicide Prevention team and RUHS-BH's Outreach team both provide prevention and early intervention counseling and case management and will partner in serving veterans and their families.

GOALS/OBJECTIVES:

1. **Veteran students and family members will transition smoothly to civilian life, achieving stable living situations, sound finances, and academic success.**
 - a. **Benefits Acquisition:** 85% of veterans in treatment will receive local, state, and federal benefits to which they are entitled or achieve discharge upgrades that enable pursuit of these benefits;
 - b. **Veteran-Sensitive Justice:** Through pre-existing partnerships with Veterans Court and Veterans Legal Institute, we will provide additional support for our justice involved veterans.
2. **Veteran student families will enjoy good mental health and healthier relationships within and beyond their families.**
 - a. **Whole-Family Care:** Veteran students and their families will receive treatment;
 - b. **Mental Health Treatment:** Therapy will improve functioning in 80% of program participants;
 - c. **Suicide Prevention:** Through USDVA's Suicide Prevention team, 100% of participants with warning signs of suicide will be assessed, screened and referred for treatment.
3. **Homeless (or at-risk-of-homelessness) veterans in school neighborhoods will take steps to improve their health and living circumstances.**
 - a. **Field-Based Homeless Assistance:** Mental health clinicians will assess and refer veterans to case managers for housing assistance.

SERVICE/PRACTICES: The rationale for this pilot program is that veterans will flourish if integrated teams organize:

- (1) prevention and early intervention mental health treatment with a family systems orientation, PLUS
- (2) benefits enrollment with concierge-style treatment by peers.

By "concierge-style," we mean that each Veterans Service Representative will seek out ways to assist individual veterans proactively and assume the burden of each stage of follow-up. This approach removes one major barrier to care: system avoidance.

Per the *2017 Survey of Veteran Enrollees' Health and Use of Health Care*, younger veterans have negative perceptions of the VA around appointment scheduling and accessibility.

We maintain that the presence of a stigma-free peer on each treatment team will enhance our collective effectiveness. The VA has endorsed peer-led services because they "provide opportunities for Veterans to take control of their own recovery" and "help Veterans develop a sense of wellness and self-worth."

SERVICE & AGENCY EFFECTIVENESS: Established in 1930, RCDVS is highly effective at resolving veterans' benefit issues and barriers to successful independent living. With a staff of 20 personnel, 11 of whom are Veterans' Representatives (all of whom are veterans themselves) with 1 main office (Riverside), 2 branch offices (Indio and Hemet) and 5 field locations, we provide several one stop shops for veterans, and file thousands of veterans' claims each year, generating (13,092 in 2018). These claims generated nearly \$30 Million in new federal benefit awards in 2019. RCDVS arranges for free legal services through the Veterans' Legal Institute and Superior Court's Veteran's Court.

Additionally, VLI will provide free legal aid for the clinic and accept all legal referrals. Being military specific, VLI will ensure attorneys and supporting staff have military experience and/or are military dependents. VLI will provide free legal services for civilian and military legal matters. Specialized areas of the law will be matched to local pro bono attorney firms. Pro bono legal services will include (but may not be limited to): veterans benefits, disability compensation, limited family law, limited housing, employment, discharge upgrades, criminal law, consumer law, and community development. For clients who do not meet the income requirements to be retained and require legal services, they will be referred to local attorneys who are veteran advocates. No client or family will ever receive a bill.

Section C: Proposed Implementation Approach

Relevant Results: When people enlist in the Armed Forces, they are assured that their sacrifice will be honored with opportunities that might not otherwise be open to them. Access to higher education is one such opportunity. Educational attainment correlates with higher income, job satisfaction, and one's children's pursuit of higher education. When mental illness goes untreated, it can disrupt veterans' lives to the extent that they cannot adhere to schedules, make deadlines, sustain the energy to take multiple classes, or pursue federal benefits that might enhance stability. With graduation in jeopardy, despair deepens, setting the trajectory for downward spirals that disrupt family life and postpone dreams. By breaking that self-negating spiral, our program will help ensure that veterans may fulfill their potential.

Also, achieving the goals of the Veterans Free Legal Clinics will produce meaningful results by empowering our clients and their families to realize their potential for full, self-sufficient, and connected lives. When access to legal aid is made to those who could otherwise not afford it, lives are changed - one individual or family at a time. Riverside VSO and VLI are visible in the veteran community. Including 12 additional free legal clinic dates will increase access, availability, and outreach for service members or family advocates by leveraging our combined resources and collaborations. In 2019, at least 30% of VLI clients were served through its mobile clinics; requests included veterans benefits, estate planning, housing, family law, consumer law and

expungements; ages ranged from 19 to 103 with an average of 51 years of age; and improved the quality of life for over 350 dependent children.

Anticipated Impact: Along with our partners, we will offer post-9/11 veterans fully coordinated, stigma free prevention and early intervention services that address the root causes of reintegration problems. We know today that connection with veterans' service organizations is in and of itself a step toward mental health. In 2018, researchers reported in *Psychological Services*, "*The degree to which veterans identify with the VSO is directly linked to greater perceptions of benefit-finding from military service. Lesser isolation and greater benefit-finding are related to lower levels of posttraumatic stress symptomology.*" Decreasing the number of stressors and increasing connection to others are key strategies in our approach.

To further address the Section 1B recommendations, Riverside VSO and VLI will be able to:

- 1) Leverage office space, websites, and social media presence to provide widest range of information on mental health service for transitioning and underrepresented service members, veterans, and families.
- 2) Leverage current federal, state, and community-based service providers and institutions of higher learning. VLI has long-standing relationships with Community Colleges in Orange County and is confident to develop relationships with Veterans Resource Centers in the Community Colleges in Riverside.
- 3) Enhance access to mental and physical healthcare of veterans and families by removing legal and administrative barriers for veterans and families - eg. VLI recently resolved a VA appeal, which had lasted for over 8 years for a veteran trying to receive medical treatment.
- 4) Reduce stigmas and promote programs to empower mental health by fully utilizing our proven peer support approach.
- 5) Identify and provide referrals for underserved populations by leveraging paid and volunteer staff, as well as established cadre of over 80 pro bono attorneys - which includes close collaboration with David Ruegg, Esq, who is connected to the East West Family Law Council, the San Bernardino Bar, and Riverside Bar.
- 6) Provide homeless veterans with housing support that includes mental health care by using existing collaborations- eg. VLI's relationships with Affordable Housing Access and Volunteers of America (which has repeated success in securing up to 5 month's rent to help stabilize housing).
- 7) Reducing eligibility and enrollment barriers through expert staff in Veterans Affairs and legal services.
- 8) Assist CalVet in optimizing system-wide health care delivery specifically in the area of access through VLI's Clio system and experienced data analysis/program management volunteers.
- 9) Meet all application and reporting deadlines using our current staff and volunteer resources, which can include cloud sharing data and files.

Implementation Details: This pilot builds on established relationships between our local county agencies, community colleges, 4 year private and public institutions of higher learning and the USDVA. This approach will have a campus-wide impact, raising the military cultural competency of students, faculty, and staff on 10 different campuses through orientation presentations and workshops on key topics like veterans' transition challenges, trauma-informed care, and military culture. Arming transitioning families with such information is among CalVet's recommended practices.

Once a student self-refers or is referred by another program on campus, they will be introduced to their personal RCDVS representative, RUHS-BH peer support specialist and USDVA Suicide Prevention Counselor.

Screening and Assessment: In the first session, the specialist will obtain informed consent and conduct an intake assessment which will include pre-outcome measures:

Object of Screening	Instrument	Outcome	Next Steps
Substance Use Disorder	Administer Outcome Questionnaire (OQ)	If yes	1. Utilize <i>Seeking Safety</i> practice 2. Refer to 12-Step/recovery programs
Mental Illness	Administer OQ	High depression score	1. Administer patient health questionnaire 2. Use appropriate evidence-based practice in treatment
Mental Illness	Administer OQ	High anxiety score	1. Administer General Anxiety Disorder-7 2. Use appropriate evidence-based practice in treatment
SUICIDE RISK	Suicide Behaviors Questionnaire-Revised	High score/Imminent risk	1. Assess further for actual intent/plans/means 2. Develop a treatment and Safety Plan

Among the other areas explored in the intake will be physical symptoms, medications, abuse, family/legal/early education histories, other care providers, branch/length of service, deployments, and living situation. The intake will determine whether the client needs individual/couples/family/group sessions. The client will work collaboratively with their therapist on their individualized treatment plan, to be approved by the clinical supervisor. Each session will be an hour long and take place in the Veterans Resource Center. Group sessions will be conducted on a bi-monthly basis.

RCDBH utilizes evidence-based practices in therapy, as recommended in the RFP's Section 1-B. One of its most important practices will be Cognitive-Behavioral Therapy, a proven intervention for veterans. RUHS-BH therapists will also use Seeking Safety and Cognitive Processing Therapy for PTSD as well as Family Systems Therapy. All team members will use Motivational Interviewing.

RCDVS will have primary responsibility for claims submissions and case management, with support from RUHS-BH and USDVA Suicide Prevention specialist. All partners will contribute to a shared resource directory with area-specific resources for shelters/housing, medical care and psychiatry, employment, domestic violence safe havens, financial management, and bereavement support. RCDVS staff will meet with veterans and family members to:

- Review their current benefits package for completeness;
- Explain laws/regulations/legislation regarding rights and benefits; and
- Match them with public assistance programs.

Claims for compensation, pension, education, medical, insurance, rehabilitation, medical care, referrals for reemployment, home loans, burial, and other areas will be filed electronically, with families briefed as progress is made. RCDVS Representatives will act as liaisons and advocates with the VA (to the extent desired by the client), RUHS-BH, and local/state/federal agencies. Naturally, we will connect clients to CalVet representatives to learn more about the Home Loan Program and the California Transition Assistance Program.

Resolution of legal problems will be stressed. We will connect veteran students to Veterans Legal Institute (VLI) and Veterans Court through the California Superior Court for legal consultations and assistance.

RCDVS will coordinate with our local partners to staff and increase participation in outreach events to improve conditions for veterans across the neighborhoods in which our 10 colleges are sited.

Number/Types of Services (estimated per annum)

FOR VETERAN STUDENTS/FAMILY MEMBERS		FOR COLLEGE FACULTY/STAFF & NON-STUDENT VETS		RUHS/USDVA PEER SUPPORT PRESENTATIONS		FOR ALL VETS		FOR ALL VETS	
Counseling	120 Direct clinical service hours	Outreach	10 Campus presentations	Training	Trainings in military culture 5	Non-Monetary Assistance	15 VA records/legal filings	Monetary Assistance	32 Comp and pension applications
	50 Individual counseling sessions		5 General campus events		Transitional training 5		5 Medical assistance and equipment		3 Dependent educational assistance
	10 Group counseling sessions		15 Community outreach events				15 Employment assistance 35 CLAIMS FILED		20 Referrals to Public Assistance 35 CLAIMS FILED & 20 REFERRALS

Partners: We will connect with each campus' Psychological Services/Counseling Department, Student Health Services, and the Veterans Resource Center for referrals. In addition, the Centers will provide space for therapy sessions as well as information about student academic performance. Another role for schools is to host the orientations at which we will present program information each semester. For outreach to veterans in the community, we will work with other veteran-centric organizations, local libraries, the VA, and community mental health agencies.

Barriers to Success: We know that some students will stigmatize therapy. Even with strong skills in rapport-building, therapists may not be able to overcome some clients' mistrust of mental health professionals, which could cause them to withdraw from the program. Should this become an issue, our peers will be there to engage with clients and urge them to stay committed to therapy.

Another possibility is that some students might be unaware of this resource altogether. Since we will be interacting directly with numerous staff and faculty, we expect that they will be directed to our program if students do not self-refer.

Prior Experience: County veterans service representatives across California bring in a half-billion dollars a year for veterans. We want to make sure that the most vulnerable college students get the full benefit of our experience. RCDVS has already invested heavily in veteran students' success at community colleges. We administer the College Tuition Fee Waiver program, hire and on board VA work-studies, and assist veterans with how to apply for Post 911 GI Bill benefits.

Sustainability: With successful demonstration of this expanded model, RCDVS anticipates being able to leverage CalVet's investment and partner with other potential funders.

Section D: Performance Assessment and Data

RCDVS, RUHS-BH and USDVA Suicide Prevention task force are learning organizations, committed to continuous quality improvement and the elimination of behavioral health disparities. RCDVS staff will assure continuous information flow and data-driven decision-making, with course corrections as needed over the grant period, through partner meetings (to review program-level data) and interdisciplinary case conferences.

Data Collection and Storage: RCDVS, RUHS-BH and USDVA Suicide Prevention program have the capacity to document client interactions in secure repositories for data that are HIPAA-compliant, guaranteeing the privacy of all protected health information. All demographic information, referrals and linkages, and claims applications will be entered into the web-hosted and highly secure VETPRO state database by the Veterans Service Representative on this project. This database is fully accessible in the field from mobile devices and tablets, as is another important database, the Veterans Benefits Administration's database and payment system, known as the Benefit Delivery Network.

Program-Level Data Analysis: Data analysis for the whole project will be the responsibility of the RCDVS Veterans Representative. VETPRO has very robust reporting capability. Information from monthly service-level reports will be combined with quantitative clinical data (such as number of individual/group/couple/family sessions, number of enrollments/dis-enrollments, number of screenings) to give a full picture of the pilot's performance.

Individual-Level Data: The Outcome Questionnaire (OQ) will be the primary assessment tool to gauge individual improvements, supplementing clinician observations and documented progress against individual treatment plans. The OQ will be administered prior to therapy, midway through (fourth or fifth session), and after the final session. The team will look for changes in clients' mood and satisfaction in relationships/feeling of being loved/level of fear/impression that "something is wrong with my mind"/depression/loneliness/stress. Other pre-/post-assessments will further illustrate the progress of each participant.

Client Satisfaction Survey: An anonymous client satisfaction survey will be sent upon discharge to all participants. Using a scale of *strongly disagree* to *strongly agree*, survey respondents will be asked to rate the respectfulness, understanding, and helpfulness of staff, impressions of the referral process, and respondents' own feelings of confidence and ability to be successful in their goals.

Performance against Goals: RCDVS will report on a quarterly basis to CalVet on performance against goals.

Additionally, VLI will collect, manage, and assess data using and their detailed intake form and extensive computer reporting system called Clio. VLI's intake form is kept on file and documents:

1. Name/address/phone/email
2. DOB

3. Service branch
4. Years of service
5. Current status (disabled, veteran, reservist, active service member)
6. Post 9/11
7. Household income
8. Gross monthly income
9. Household assets/value
10. Type of legal service seeking (discharge upgrade, veteran benefit appeals, expungement, etc.)
11. Description of issue and assistance sought.

Clio defines various types of outcomes/outputs for education, employment, housing, and healthcare -- including specificity for mental health. For general civilian legal issues, Clio reports on money won, money waived, reason closed, and how the case was resolved. In military specific areas, Clio measures outcome achieved and what types of benefits are newly achieved as a direct result, whether monetary or in terms of benefits now accessible.

PERFORMANCE METRICS FOR RCDVS, RUHS-BH & and USDVA

Performance Metric	Data Source	Goal	Quarter 1	Quarter 2	Quarter 3
85% of participants will claim benefits successfully	VETPRO	Smooth transition for vet community college student families			
Participant will be referred to partners for resolution of legal problems	VETPRO				
Veterans and their families receive treatment	RCDBH clinical charts	Veterans and their families enjoy improved mental health/healthy relationships			
80% of participants show a reduction in mental health symptoms	Pre-/Post Outcome Questionnaire/ and other assessment tools				
100% of participants are screened and assessed for suicide.	Suicide assessments and safety plans USDVA Suicide Prevention program				

Homeless vets are assessed for safety and linked to services	VETPRO	Homeless vets' health/living circumstances improve				
6 MFT students work with veterans under close supervision	Clinical documentation and supervision	Mental health providers have military cultural/clinical competencies				

PERFORMANCE METRICS FOR VLI

Performance Metric	Data Source	Goal	Quarter 1A	Quarter 2A	Quarter 3A	Mid-Program Review
#1) Increase number of clients receiving legal aid to remove legal barriers preventing access to or maintenance of behavioral healthcare.	Data will come from VLI as they use intake forms and update results in Clio.	Up to 80 unduplicated clients/year for a total of 160 by the end of the project.				
#2) Increase number of clients receiving mental health resource information	Data will come from VLI staff reports on clinic activity.	100% of clients will be offered mental health resource brochures and flyers				
#3) Quantify number of transitioning clients.	Data will come from VLI as the complete intake forms and update Clio.	100% of target clients will be included in counts.				

#4) Quantify number of underrepresented Veterans referred to evidence based mental health professionals. To include women Veterans, Native American Veterans, LGBTQI Veterans, Other Than Honorable Discharged Veterans, and Justice Involved Veterans.	Data will come from VLI as they use intake forms and update Clio.	100% of target clients will be included in count.					
Performance Metric	Data Source	Goal	Quarter 1B	Quarter 2B	Quarter 3C	Final	
#1) Increase number of clients receiving legal aid to remove legal barriers preventing access to or maintenance of behavioral healthcare.	Data will come from VLI as they use intake forms and update results in Clio.	Up to 80 unduplicated clients/year for a total of 160 by the end of the project.					
#2) Increase number of clients receiving mental health resource information	Data will come from VLI staff reports on clinic activity.	100% of clients will be offered mental health resource brochures and flyers					

1. STANDARD BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, the CalVet agrees to compensate Contractor for services rendered in accordance with the rate specified in Exhibit B-1-Budget Form/Narrative.
 - a) Total cost of the contract is \$188,840.00.
 - b) The first quarterly payment shall be made upon approval of the contract in the amount of \$23,605.00, the remaining seven (7) payments shall be made upon receipt of quarterly invoices by the CalVet Contract Manager.
 - c) Quarterly invoices shall be submitted no later than the following dates:

July 1, 2020	Contract Begins	Term: July 1, 2020 – June 30, 2022
October 31, 2020	1 st Qtr. Invoice/Metrics Due	1 st Qtr. (07/01/2020 – 9/30/2020)
January 31, 2021	2 nd Qtr. Invoice/Metrics Due	2 nd Qtr. (10/01/2020 – 12/31/20)
April 30, 2021	3 rd Qtr. Invoice/Metrics Due	3 rd Qtr. (01/01/2021 – 03/31/2021)
July 31, 2021	Annual Progress Reports	Counties must summarize information from the periodic reports, describe the accomplishments of the project and describe next steps for implementing any plans for additional work identified during the funding period. (Annual Progress Reports are due with 4 th Quarter invoices and metrics.) 4 th Quarter (04/01/21 – 06/30/21)

July 1, 2021	Fiscal Year 21/22 Begins	
October 31, 2021	1 st Quarter Invoice/Metrics Due	1 st Qtr. (07/01/2021 – 9/30/2021)
January 30, 2022	2 nd Quarter Invoice/Metrics Due	2 nd Qtr. (10/01/2021 – 12/31/21)
April 28, 2022	3 rd Quarter Invoice/Metrics Due	3 rd Qtr. (01/01/2022 – 03/31/2022)
July 31, 2022	Annual Progress Reports	Counties must summarize information from the periodic reports, describe the accomplishments of the project and describe next steps for implementing any plans for additional work identified during the funding period. (Annual Progress Reports are due with 4 th Quarter invoices and metrics.) 4 th Quarter (04/01/22 – 06/30/22)

2. Quarterly payments shall only be approved upon periodic invoices that shall include the Agreement Number, County name, address and telephone number. Quarterly invoices shall also be accompanied

by the quarterly reports identified in Exhibit A – Scope of Work, and shall be submitted in duplicate not more frequently than listed above to:

3. Invoices shall include the Agreement Number and shall be submitted not more frequently than quarterly in arrears to:

Original Invoice

Approval Copy

Department of Veterans Affairs
CalVet Accounting Office
1227 O Street, Room 402
Sacramento, CA 95814

Department of Veterans Affairs
Attn: Phillip Leggett
1227 O Street
Sacramento, CA 95814

B. 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 form and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor 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 State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

C. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927.

2. SPECIAL BUDGET DETAIL AND PAYMENT PROVISIONS

A. Submissions of Invoices/Claims

1. All invoices/claims must be completed thoroughly and legibly, with all applicable fields completed. Invoices/claims that are submitted to the appropriate location but have been altered, or are inaccurate, or do not provide all necessary information will not be accepted and will be returned to the Contractor for correction.
2. Any changes to this provision relating to the invoice/claim submittal process, including but not limited to an address, form, or process change, shall be an administrative change managed through the appropriate designated CalVet office and shall not require a contract amendment.
3. Invoices/claims submitted shall include the following information in order to be considered complete and acceptable for processing, or the invoice/claim will be returned:
 - a) Contractor's Company name
 - b) Contractor's Company address, phone number and e-mail
 - c) Date of invoice/claim
 - d) Invoice/claim number
 - e) CalVet location where services were performed

- f) Agreement Number
- g) Date(s) of Service
- h) Total dollar amount being billed
- i) First and Last name of Contractor or Provider performing services, if applicable
- j) Contractor's or Provider's Classification, whichever is applicable
- k) When applicable, contractors shall include the following information on the invoice/claim submitted for hourly reimbursement:
 - 1. Hourly Rate
 - 2. Time in and time out
 - 3. Total hours worked
 - 4. Any other information or documentation reasonably required to verify and substantiate the provision of services and the charges for such services.

BUDGET FORM/NARRATIVE

The Budget Form/Narrative may not represent the actual dollar amount allotted for this Agreement. The Budget Form is the Contractor's response to Program's Request for Application and shall be attached as a reference for Contractor's proposal of how expenses will be addressed as part of this agreement.

Appendix B – Budget Form

Riverside County Department of Veterans' Services Veterans Free Legal Clinics Budget Form				
A. Personnel				
Position	Hourly Wage	Hrs/Mo Spent on Program	Mo/Yr Spent on Program	Cost
Assistant Director	\$34.27	12/month	24 mos.	\$9,869
Veterans Service Rep	\$17.36	106/month	24 mos.	\$44,163
Veterans Service Liaison	\$28.23	15	24 mos.	\$10,162
			Total	\$64,194
B. Fringe Benefits				
Component	Rate	Annual Wage	Cost	
Benefits-Asst. Director	(0.4) (pension, medical, dental, etc)	\$14,310	\$3,947	
Veterans Services Rep	.4	\$44,163	\$17,665	
Veterans Services Liaison	\$13.76/hour	15 hours X 24 mos.	\$4,953	
		Total	\$26,565	
C. Travel				
Location	Purpose	Rate (Mileage Only)	Cost	
Various	Community outreach; participant meetings	\$.058 X 150 miles X 24	\$2088	
		Total	\$2,088	

Appendix C – Budget Narrative

Riverside County Department of Veterans' Services Budget Narrative
Section A: Personnel
Riverside County will be utilizing one Veterans' Service Representative and one Veterans' Services Liaison to assist with this process. The Assistant Director will be overseeing the grant. The Asst. Director handles all grant writing and reporting metrics. The County will also provide additional personnel based upon the needs of the program.
Section B: Fringe Benefits
The Veterans' Representatives positions require a factor of .4 to calculate fringe benefits. The Veterans Service Liaison's fringe benefits were calculated using their rate of \$13.76 per hour (from <i>RUHS-BH</i>) and the number of hours worked.
Section C: Travel
Travel consists of mileage within the County of Riverside for the purpose of making presentations at the colleges, meeting with college staff, attending outreach events, and counseling students and their families. We expect the Representatives and the Veterans' Service Liaison <i>RUHS-BH</i> to travel a few times a week. Given the distances between colleges and the size of the County, we have budgeted generously for mileage. The federal/state-approved mileage reimbursement rate for 2019 is \$.58.
Section D: Supplies
Office supplies include consumable supplies such as toner, ink cartridges, binders, paper, and writing instruments. Since much of the work takes place in the field and depends on telephonic contact, the Veterans Service Representative will be issued a cell phone with a monthly service plan. A datacard is necessary for Internet access in the field since VETPRO is Web-based as is the Veterans Benefits Administration's database and payment system, the Benefit Delivery Network.

Section E: Contracting

RUHS-BH and USDVA will provide therapy, some case management, documentation, participation in outreach events, on-campus presentations, and assistance with report preparation.

Riverside CVSO does not have legal staff and will contract with Veterans Legal Institute (VLI) – who is a military specific, pro bono legal aid organization with a history of serving our Riverside veterans when they have had no other recourse to free legal aid. While other public interest firms assist low-income clients in Riverside County, they do not have a publicized focus on veterans or specialized veteran programs or units. As such, VLI has unique and successful experience empowering our transitioning, student, and underrepresented veterans

and is capable of travel to Riverside County VSO to provide the monthly on-site clinic while managing legal cases from its home office in Santa Ana, CA. Since its founding in 2014, VLI has opened over 6,000 cases and restored over two million dollars in veteran benefits. VLI's client population is 16% women veterans, which is double the estimate of women veterans making up 8% of the total veteran population in California.

All of the management has military experience and most of the staff are either veterans or veteran spouses. VLI uses a standard intake form. VLI will complete all work in house and will reach out to other pro bono attorneys in Riverside County for specialized areas of the law if needed. No veteran in need will ever receive a bill. In this way, VLI validates recent published findings that veterans accept more resources and have better outcomes through peer contact.

VLI will leverage their matching grants and leadership collaborations. This will include VLI's continuing partnerships with the Orange County Bar Association Charitable Fund, the State Bar of California with IOLTA/EAF funding, and build upon the network and history of collaboration in The Orange County Veterans and Military Families Collaborative which represents over 80 organizations, many of which have relationships with Riverside County organizations. VLI has a platinum rating with Guidestar, is accredited through The Patriots Initiative, and recently won national recognition with the veteran community voting for VLI as the Veterans Choice Award at the 5th Annual Vettys.

Further, VLI will leverage its relationships with San Bernardino attorneys in private practice. David Ruegg, Esq. has already expressed commitment to coordinating pro bono attorneys in his San Bernardino and Riverside County bar groups and East West Family Law Council. Mr. Ruegg has also received confirmation that multiple attorneys with Holstrom, Block & Parke, APLC will support the Riverside VSO clients. They include Dayn Anthony Holstrom, Esq., Ronald Burton Funk, Jr., Esq., and Michelle M. Brooker, Esq. Many of these attorneys practice in both Riverside and San Bernardino County.

Section F: Other

We have budgeted for an information technology specialist since our work is dependent on electronic claim submission and communication. The "Administrative Services" line item covers human resources time, data entry, and other general expenses directly related to this project. Additionally, we have budgeted for the cost of leasing the additional office space required for the VSR positions.

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. 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.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor 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. Contractor 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, Contractor 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., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract'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. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency 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 Agency shall require to ascertain compliance with this clause. Contractor 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. (See Cal. Code Regs., tit. 2, §11105.)

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. 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.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

1. EXCISE TAX

The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Contract. California may pay any applicable sales or use tax imposed by another state.

2. STATUTORY AND REGULATORY PROVISIONS

A. This Contract shall be governed and construed in accordance with all applicable statutory and regulatory provisions including, but not limited to:

- 1) Title XVIII of the Federal Social Security Act
- 2) Title XIX of the Federal Social Security Act
- 3) Chapters 7 and 8 (commencing with Section 14000), Part 3, Division 9, Welfare and Institutions Code
- 4) Division 3, Title 22, California Code of Regulations (CCR)
- 5) Health and Safety Code Section 1340 et seq.
- 6) All applicable Federal provisions which regulate the administration of health care programs and budget revisions, as contained in the Code of Federal Regulations (CFR), Title 42, and Title 45, Part 74, Title 42 United States Code, Sections 1395 et seq. and 1396 et seq.
- 7) Sub-chapter 13 (commencing with Section 6800), Chapter 4, Part 1, Title 17, CCR; and
- 8) All other applicable laws and regulations.

B. Any provision of this Contract in conflict with the applicable laws and regulations is hereby amended to conform to the provisions of those laws and regulations. Such amendment of the Contract shall be effective on the effective date of the statutes or regulations necessitating it, and shall be binding on the parties even though the amendment may not have been reduced to writing and formally agreed upon and executed by the parties. If, due to amendment in laws or regulations, Contractor is unable or unwilling to comply with the provisions of the amendment(s), State or Contractor may terminate this Contract in accordance with the Termination provision of this Contract.

3. EXAMINATION AND AUDIT

- A. Contractor shall allow the State and its related entities, the Comptroller General of the United States, Department of Justice (DOJ), and the Bureau of Medi-Cal Fraud, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract, and to inspect, evaluate, and audit any and all books, records, and facilities maintained by the Contractor and Subcontractors pertaining to services under this Contract at any time during normal business hours.
- B. Contractor shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under this Contract in accordance with *Government Code, Section 85467.7*. The examination and audit shall be confined to those matters directly connected with the performance of the contract, including, but not limited to, the costs of administering the Contract.
- C. Books and records include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Contract, including working papers, reports, financial records, and books of account, Medical Records, prescriptions files, Subcontracts, and any other documentation pertaining to

medical and non-medical services for residents of the Home. Upon request, at any time during the term of this Contract, the Contractor shall furnish any record or copy.

4. RESOLUTION OF DISPUTES

- A. The Contractor may dispute and appeal a decision or action by the State arising out of the Interpretation or administration of this Contract. A written dispute notice shall be submitted to the Contract Manager within thirty (30) calendar days from the date the Contractor receives notice of the decision or action in dispute.

The Contractor's dispute notice shall state the following, based on the most accurate information available to the Contractor:

- 1) That it is a dispute pursuant to this Section.
 - 2) The date, nature, and circumstances of the conduct, which is the subject of dispute.
 - 3) The names, telephone numbers, function, and activity of each contractor, subcontractor, State official, or employee involved in or knowledgeable about the conduct.
 - 4) The identification of any documents and the substance of any oral communications involved in the conduct. Copies of all identified documents shall be attached.
 - 5) The reason why the Contractor is disputing the conduct.
 - 6) The cost impact to the Contractor directly attributable to the alleged conduct, if any.
 - 7) The Contractor's desired remedy.
- B. The State and the Contractor agree to try to resolve all contractual issues by negotiation and mutual agreement at the Contract Manager level. The parties recognize that the implementation of this policy depends on open-mindedness, and the need for both sides to present adequate supporting information on matters in question. The Contract Manager, in a written decision stating the factual basis for the decision, will decide any disputes concerning performance of this Contract. Before issuance of the Contract Manager's decision, informal discussions between the parties by the individuals who have not participated substantially in the matter in dispute will be considered by the parties in efforts to reach mutual agreement.
- C. The Contract Manager will render a decision or request additional substantiating documentation from the Contractor within thirty (30) days of receipt of the Contractor's appeal. A copy of the decision will be provided to the Contractor. The decision shall be final and conclusive unless, within thirty (30) days from the date of the decision, the Contractor files a written appeal addressed to the Undersecretary, California Department of Veterans Affairs.
- D. The Undersecretary's decision shall be final and conclusive unless the decision is arbitrary, capricious, grossly erroneous or if any determination of fact is unsupported by substantiating evidence. The Undersecretary's decision will be in writing and may encompass facts, interpretations of the Contract, and determination or application of law. The Contractor may, prior to the Undersecretary's decision, present oral or documentary evidence, and arguments in support of the Contractor's appeal. The decision will either:
- 1) Find in favor of the Contractor, in which case the Undersecretary may:
 - a) Countermand the earlier conduct which caused the Contractor to file a dispute; or
 - b) Reaffirm the conduct and, if there is a cost impact sufficient to constitute a change in obligations pursuant to the payment provisions, direct the State to comply with that Section.

- 2) Deny the Contractor's dispute and, where necessary, direct the manner of future performance; or
 - 3) Request additional substantiating documentation in the event the information in the Contractor's dispute or appeal is inadequate to permit a decision to be made under paragraphs (1) or (2) above, advise the Contractor as to what additional information is required, and establish how that information will be furnished. The Contractor shall have thirty (30) days to respond to the Undersecretary's request for further information. Upon receipt of this additional requested information, the Undersecretary will have thirty (30) days to respond with a decision. Failure to supply additional information required by the Undersecretary within the time period specified above shall constitute waiver by the Contractor of all claims.
- E. Attorney's fees and costs for any dispute or subsequent trial shall be borne by the respective parties. Both parties waive trial by jury, and any trial in superior or municipal court shall be by a judge alone. Any litigation arising out of this Contract shall be conducted in a California Court pursuant to California law.
- F. Contractor shall continue with the responsibilities under this Contract during any dispute.

5. AGENCY LIABILITY (Applies only to Federally Funded Contracts)

The Contractor warrants by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

6. POTENTIAL SUBCONTRACTORS

For all Agreements, with the exception of Interagency Agreements and other governmental entities/auxiliaries exempt from bidding, nothing contained in this Contract or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them, as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

7. INSURANCE REQUIREMENTS

- A. Upon contract award, contractor must furnish to the State an original certificate(s) of insurance stating that the contractor has the following types of coverage, if applicable:
- 1) Commercial General Liability: Combined Single Limit (CSL) for no less than \$1,000,000 per occurrence for bodily injury and property damage. The policy must include coverage for liabilities arising out of premises, operations, independent contractors, products/completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the contractor's limit of liability.

- 2) Professional Liability: (Applies to any contract in which the work is of a professional nature such as, but not limited to, physicians, architects, engineers, accountants, or consultants) Covering any damages caused by an error, omission, or any negligent acts. Limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.
- 3) Automobile Liability (Applies to any contract in which the contractor will likely use a vehicle to complete the project or drive a vehicle onto State property): Limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of an automobile including owned, hired, and non-owned autos.
 - a) MCS90 endorsement on the Automobile policy **(required whenever contractor will be transporting Hazardous materials i.e. Pest Control and Waste contracts.)**
- 4) Pollution Liability/Environmental Impairment Liability (Applies only to Pollution Contracts – i.e. Pest Control and Waste Contracts): In addition, the certificate evidencing general liability must include evidence of one of the following if applicable to the service:
 - a) Pesticide/Herbicide Endorsement, OR
 - b) An endorsement deleting the general liability pollution exclusion, OR
 - c) A separate environmental/pollution liability policy with limits not less than \$1,000,000 covering bodily injury and property damage from pollution and related clean-up costs incurred arising out of the work or services to be performed under this contract.
- 5) Workers' Compensation (Mandatory for all Contractors who have at least one employee): Contractor shall maintain workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Contractor shall furnish a certificate for Workers' Compensation issued by an insurance carrier licensed to write Workers' Compensation insurance in the State of California, including the name of the carrier and the date of expiration of insurance, or a Certificate of Consent to Self-Insure issued by the Department of Industrial Relations.
- 6) Fidelity Bond/Crime Insurance: (Applies only to contracts handling State money or securities – i.e. Armored Car Service Contracts) Contractor shall maintain Employee Dishonesty and, when applicable, Inside/Outside Money & Securities coverages for state-owned property in the care, custody and control of the Contractor. Coverage limits shall not be less than the amount scheduled in the contract. The policy shall include as Contractor. Coverage limits shall not be less than the amount scheduled in the contract. The policy shall include as loss payee the California Department of Veterans Affairs
- 7) The certificate(s) of insurance shall be on an ACORD form, or equivalent, and must show "occurrence" coverage. The certificates of insurance must also contain all of the following provisions:
 - a) Name and address of the insurance company, policy number, and beginning and ending dates of the policy.
 - b) Statement that the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.
 - c) Statement that the State of California, its officers, agents, employees, and servants are included as additional insured on the policy, but only insofar as the operations under this contract.

- 8) Contractor agrees that any insurance herein provided shall be in full force and effect at all times during the term of the contract. In the event said insurance coverage expires at any time during the term of this contract, Contractor agrees to provide, at least ten (10) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. In the event contractor fails to keep in effect at all times insurance coverage herein provided, State may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event, subject to the provisions of the contract.
- 9) Contractor shall notify the State within five (5) days if any insurance coverage identified in the contract is altered in any way.

8. RIGHT TO TERMINATE

- A. The State reserves the right to terminate this Contract subject to thirty (30) days written notice to the Contractor. Contractor may submit a written request to terminate this Contract only if the State should substantially fail to perform its responsibilities as provided herein. However, the Contract can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.
- B. This Contract may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

9. FORCE MAJEURE

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of, performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.

10. EVALUATION OF CONTRACTOR

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

11. SB/DVBE PARTICIPATION

In accordance with requirements set forth by the State, the CalVet shall enforce all laws, rules, and regulations pertaining to this program. It is the Contractors responsibility to provide CalVet with all required documents as outlined in this agreement. The CalVet reserves the right to contact each SB and DVBE identified by the Contractor to verify compliance. Failure to meet SB/DVBE requirements under Exhibit B, and Exhibit C (GTC 610), paragraphs 19.a and 19.b. may deem the Contractor to be non-responsible and rejected from future bid and contract opportunities with the CalVet.

12. LICENSES AND PERMITS

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this contract.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the California Department of Veterans Affairs a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that state.

In the event any license(s) and/or permit(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

13. CONSULTANT – STAFF EXPENSES

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.

14. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) STANDARDS FOR PRIVACY OF INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION

For the purpose of this contract, contractor shall comply with the federal Health Insurance Portability and Accountability Act (HIPAA), as well as State and Federal requirements for privacy protection. The definitions and obligations required by the HIPAA Standards for Privacy of Individually Identified Health Information (U.S.C. 1320d et seq.), and implementing regulations including but not limited to 45 Code of Federal Regulations parts 142, 160, 162, and 164, hereinafter referred to as the Privacy Rule, remain enforce and applicable for access to protected health information, including electronic protected health information.

15. LEGAL CONTRACTS (applies only to Legal Services Contracts)

In accordance with (Public Contract Code Section (10353.5), the Contractor shall:

- A. Agree to adhere to legal cost and billing guidelines designated by the State.
- B. Adhere to litigation plans designated by the state agency.
- C. Adhere to case phasing of activities designated by the state agency.
- D. Submit and adhere to legal budgets as designated by the state agency.
- E. Maintain legal malpractice insurance in an amount not less than the amount designated by the state agency.
- F. Submit to legal bill audits and law firm audits if requested by the state agency. The audits may be conducted by employees and designees of the state agency or by any legal cost control providers retained by the state agency for purpose.
- G. Submit to a legal cost and utilization review, as determined by the state agency.