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

ITEM: 3.33
(ID # 19133)
MEETING DATE:
Tuesday, May 24, 2022

FROM : VETERANS' SERVICES:

SUBJECT: DEPARTMENT OF VETERANS' SERVICES: Approve Standard Agreement No. 22XS0009 for FY 22/23 and FY 23/24 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: $240,000 - 100% State Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Standard Agreement No. 22XS0009 with the California Department of Veterans Affairs (CalVet) for the Mental Health Services Act (MHSA) Proposition 63 grant, effective July 1, 2022 through June 30, 2024, in the amount of $240,000, 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:A-30, Policy

Grant Gautsche, Director, Veterans' Services 5/6/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez 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:	May 24, 2022
xc:	Veterans

Kecia R. Harper
Clerk of the Board
By: Zarly Martinez
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$120,000	$120,000	$ 240,000	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0
SOURCE OF FUNDS: 100% California Department of Veterans Affairs			**Budget Adjustment:** No	
			For Fiscal Year: 22/23 & 23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside County is home to 118,351 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 the 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.

This partnership will bring a variety 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 the department 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 memorandum of understanding (MOU) with VLI, RCDVS 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. The department expects to continue to serve veterans living with significant mental health issues. Veterans who exceed VLI's 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. CONTRACT AWARD LETTER

ATTACHMENT B: STANDARD AGREEMENT NO. 22XS0009

Brianna Lontajo, Principal Management Analyst 5/19/2022

Synthia M Gunzel, Chief Deputy County Counsel 5/17/2022

DEPARTMENT OF VETERANS AFFAIRS
1227 O Street
Sacramento, California 95814
Telephone: (800) 952-5626
Fax: (916) 653-2456

March 21, 2022

Grant Gautsche, CVSO
4360 Orange St.
Riverside, CA 92501

Dear Mr. Gautsche,

Congratulations, Riverside County has been awarded Mental Health Services Act (MHSA) funding for Fiscal Years (FY) 2022/2023 and 2023/2024. The total award amount for Riverside County is:

$240,000 ($120,000 per FY).

Please keep in mind, funding is restricted for use in supporting mental health outreach and treatment programs and is not intended to cover overall agency expenses, major capital expenses, or other unrelated expenses.

With the new adjusted award amount, CalVet is requesting an updated metric chart and budget form.

Please provide a modified metric chart with numbers that you believe will be obtainable with the new award amount.

In addition, please submit a revised budget form that coincides with the new award amount and the requested adjustment listed below (unallowed expenses or expenses CalVet will not cover).

- Please remove VETS Transportation costs

Congratulations again on your MHSA award and thank you for Riverside County's support of California's service members, veterans and their families.

Please continue to send all MHSA related documents to phillip.leggett@calvet.ca.gov, CalVet, MHSA Contract Manager. In the next few weeks the contract will be sent to your office for signature approval. Please don't hesitate to call Phillip Leggett at 916-503-8327 if you have any questions or concerns.

Sincerely,

3.33

KEITH BOYLAN
Deputy Secretary
Veterans Services Division

SCO ID: 8955 - 22XS0009

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
22XS0009	

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
County of Riverside

2. The term of this Agreement is:

START DATE
July 1, 2022

THROUGH END DATE
June 30, 2024

3. The maximum amount of this Agreement is:
$240,000.00
Two Hundred Forty Thousand 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	9
	Exhibit B	Budget Detail and Payment Provisions	3
+ -	Exhibit B-1	Budget Form / Narrative	5
+ -	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/OLS/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	CITY	STATE	ZIP
4360 Orange Street	Riverside	CA	92501

PRINTED NAME OF PERSON SIGNING	TITLE
Grant Gautsche	Director, County Department of Veterans Services

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

FOR APPROVED COUNTY COUNSEL
BY: _____
DANIELLE D. MALAND

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

MAY 24 2022 3.33

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
22XS0009	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
California Department of Veterans Affairs			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1227 O Street	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
David Gerard	Chief, Facilities and Business Services Division		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
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 quarterly and annual basis:

1. Provide eight (8) quarterly progress reports 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 a mid-program review at the end of the 1st funding year, as well as a final report at the end of the 24-month grant cycle. Both the mid-program review and final report must summarize information from the quarterly reports, describe the accomplishments of the project, and describe 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
5. Other employee benefits

Appendix A – Program Narrative

Riverside

Section A: Statement of Need

PROGRAM NEED: Riverside County has 3rd largest county in California by veteran population 118,351 (2020-2021 Annual CalVet) and 4th in size. Many veterans find barriers to treatment and do not have proper access to mental health care for a variety of reasons. In order to reach further into our community and ease the pathways to mental health treatment, we are creating an outreach team and will partner with our local counterparts to include our 10 local colleges.

Adjusting to civilian life can be difficult for whole households, not just for veterans. Untreated service-related psychological injuries, including major depression and post-traumatic stress disorder (PTSD), increases the risk of severe mental illness, homelessness, physical ailments, unemployment, substance abuse, interpersonal violence and suicide. According to the National Veteran Suicide Prevention Annual Report (2001-2019), an estimated 6.8 suicides per day were among those with VHA encounters in 2018/2019. Whereas 10.4 per day were among those with no VHA encounters in 2018/2019. This represents an approximate and very alarming increase of 35% in those with no contact versus those who have had contact within one year.

BARRIERS/GAPS:

1. ***Insufficient Resources:*** Riverside County is the 4th largest in the State; however, we don't have the infrastructure to support many of the veterans needs such as transportation and outreach.
2. ***Stigma:*** Many veterans were raised in families that believe mental illness should remain a private matter. Traditional military culture adds another layer of stigma. Service members believe they will be penalized if they ask for help.
3. ***Legal issues:*** Legal issues can provide additional challenges to an already difficult hurdle such as mental health especially in a crisis situation. Alleviating this additional burden could provide the relief the veteran needs to recover mentally.
4. ***Limited transportation alternatives:*** Veterans, and in particular physically disabled veterans, can find transportation to and from medical facilities challenging and difficult.
5. ***Complexity of Benefits Structure:*** Without proper benefits counseling and advocacy, veterans can find it difficult to access to their benefits.

Section B: Proposed Service/Project

PURPOSE: Riverside County Department of Veterans' Services will create an outreach team to partner with our 10 local colleges, the United States Department of Veterans' Affairs (USDVA) Suicide Prevention Team, Riverside County Department of Behavioral Health Outreach team (RCDBH), Veterans Legal Institute, California Superior Court (Veterans Court) and Riverside County Department Office on Aging in their Veterans Transportation and Support (VeTS) program.

Due to budgetary constraints, providing organized and collaborative outreach services to our local community has been challenging. With the additional funding, our outreach team will be a force multiplier providing an impressive array of services to our veterans and family members.

GOALS/OBJECTIVES:

for some), legal assistance, benefits counseling, workforce development, partnering with CDVA to provide further support for CALTAP at our local base military installation (March ARB), and local colleges (10 local universities).

Relevant Results: When mental illness goes untreated, it can disrupt veterans' and their family's lives to the extent that they cannot adhere to schedules, make deadlines, sustain the energy necessary to conduct the basic necessities required to maintain a basic living. With our multi prong approach, providing access and case management for each veteran will help ensure they remain in their homes, jobs, basic necessities and living with their families in a safe environment.

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 wellness. 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.

Implementation Details: This pilot builds on established relationships between our local county, state and federal agencies. An outreach program with full wrap around services provided to all veterans in crisis and/or mental health will enhance the quality of life for our veterans and their family members.

Our outreach Veteran's Representatives will coordinate and help facilitate necessary contact without and within the organization. They will conduct follow up as needed and communicate with their cohorts any necessary information to provide a complete service package tailored to the veteran.

Screening and Assessment: Upon contact by any of the outreach Veterans Representatives, an assessment sheet will be provided with a list of potential benefits. The veteran or family member will check boxes of the services they are seeking. Then the Veterans Representative will conduct an interview to discuss and address their requests, along with linking them with our community partners to assist in providing the care they deserve.

Partners: We will connect with our local county, state and federal partners to reach as many veterans as possible utilizing cross collaboration through our café of services. Through shared collaboration utilizing presentations, briefings, benefits counseling, mental health crisis intervention, transportation and providing resources to our local college campuses, libraries and senior centers we hope to have a significant impact to our local veteran community.

Barriers to Success: We know that some students will stigmatize therapy. Even with strong skills in rapportbuilding, 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.

Prior Experience: Our department has brought in an approximate $850 million annually in revolving compensation for our veterans. Through ongoing advocacy we continue to increase this amount by over $32 million annually. We want to make sure that the most vulnerable veterans (homeless, mentally ill, financially challenged, jobless, college students and those with transportation issues) receive the full benefit of our experience.

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

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.

Riverside County Department of Office on Aging's (VeTS – Veterans Transportation and Support) program will report data/statistics regarding number of veterans transported and related costs.

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 METRICS FOR RCDVS, RUHS-BH & and USDVA

Performance Metric	Data Source	Goal				
70% of participants will have a claim filed on their behalf	VETPRO	Smooth transition for vet community college student families				
Participants 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					
100% of Homeless vets are assessed for safety and linked to services	VETPRO	Homeless vets' health/living circumstances improve				

PERFORMANCE METRICS FOR VLI

	on clinic activity.	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.				

	FY23/24 starts **July 1, 2023**
1st Quarter Invoice and Metrics (07/01/2023 – 9/30/2023)	**Due October 31, 2023**
2nd Quarter Invoice and Metrics (10/01/2023 – 12/31/23)	**Due January 30, 2024**
3rd Quarter Invoice and Metrics (01/01/2024 – 03/31/2024)	**Due April 28, 2024**
4th Qtr. Invoice and Metrics Annual Progress Reports (04/01/24 – 06/30/24)	**Due July 31, 2024** The final report must summarize information from the quarterly reports, describe the accomplishments of the project, and describe next steps for implementing any plans for additional work identified during the funding period (Final Progress Reports are due with 4th Quarter invoices and metrics.)

2. Quarterly payments shall only be approved upon quarterly 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 in not more frequently than monthly 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.

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 – Outreach Team

Budget Form

A. Personnel

Position	Hourly Wage	Hrs/Mo Spent on Program	Mo/Yr Spent on Program	Cost
Assistant Director	$36.32	12/month	24 mos.	$10,460
Senior Veterans Services Rep	$35.23	45/month	24 mos.	$38,048
Veterans Service Rep	$30.31	50/month	24 mos.	$36,372
Veterans Service Liaison	$28.23	45/month	24 mos.	$30,488
USDVA Suicide Crisis Counselor	$36.05	45/month	24 mos.	$38,934
			Total	$154,302

B. Fringe Benefits

Component - Benefits	Hours	Hourly Rate x Benefit Rate	Cost
Benefits-Asst. Director	12 x 24 = 288	$36.32 x .4 = $14.53	$4,185
Senior Veterans Rep	45 x 24 = 1080	$35.23 x .4 = $14.09	$15,217
Veterans Services Rep	50 x 24 = 1,200	$30.31 x .4 = $12.12	$14,544
Veterans Services Liaison	45 x 24 = 1080	$28.23 x .4 = $11.29	$12,193
USDVA Suicide Crisis Counselor	45 x 24 = 1080	$36.01 x .4 = $14.40	$15,552
C. Travel		**Total**	$61,691

Location

Various	Purpose	Rate (Mileage Only)	Cost
	Community outreach; participant meetings, benefits counseling	$.56 X 275 miles X 24	$3,696
		Total	$3,696

Appendix C – Budget Narrative

Riverside County Department of Veterans' Services

Budget Narrative

Section A: Personnel

Riverside County will be utilizing one Senior Veterans' Representative, a 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.

USDVA will provide one mental health therapist part time.

Section B: Fringe Benefits

All employee's fringe benefits were calculated using a factor of 0.4.

Section C: Travel

Travel consists of mileage within the County of Riverside for the purpose of making presentations at colleges, senior centers, town hall meetings, libraries, CalTAP and counseling students and families as needed on an individual basis. We expect the Representatives and the Veterans' Service Liaison *RUHS-BH* to travel several times each week. Due to the fact Riverside is the 4th largest county by acreage in the state, we have budgeted generously for mileage. The federal/state-approved mileage reimbursement rate for 2021 is $0.56.

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 and Senior Veterans' Service Representative will be issued a cell phone with a monthly service plan. A data card (hot spot) 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.

Personnel: Approximately 0.74 FTE Staff Attorney at base salary of $60,570 per year x 2 years = $90,000 Total requested = $90,000 Total cost per individual = $90,000/160 projected clients over project = $563/individual **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.

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.

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.)

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 of 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.

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.)**

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 04/2017), 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.

RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, May 24, 2022, that the Chair is authorized and directed to execute on behalf of said County the Standard Agreement No. 22XS0009 between Riverside County and State of California Department of General Services for providing: Funding for Mental Health Outreach and Services for Veterans.

Roll Call:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA R. HARPER, Clerk of said Board

By: Zuley Martinez Deputy

3.33

MAY 24 2022 3.33