

DEPARTMENT OF VETERANS AFFAIRS

Procurement & Contract Management Unit
1227 "O" Street, Room 100
Sacramento, CA 95814
Telephone: (916) 653-2182
Fax: (916) 651-9089



November 25, 2014

County of Monterey
Wes Morrill, CVSO
1200 Aguajito Rd., Room 003
Monterey, CA 93940

Subject: Contract for Mental Health Outreach Services for the California Department of Veterans Affairs (Contract Number 14XS0006)

Dear Mr. Morrill:

Thank you for contracting services with the California Department of Veterans Affairs.

The Agreement has been approved and the following document(s) are enclosed for your records:

- An original Form STD 213, Standard Agreement with Exhibits attached.
- An original Form STD 213 A, Standard Agreement Amendment (the amendment to your original contract).

Please contact the Contract Manager as designated in Exhibit A of the original Agreement if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Nate Gillen".

NATE GILLEN
Contract Analyst

ORIGINAL

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER 14XS0006
REGISTRATION NUMBER eP1388393

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

STATE AGENCY'S NAME
California Department of Veterans Affairs

CONTRACTOR'S NAME
County of Monterey

2. The term of this Agreement is: November 1, 2014 through September 30, 2015
Or upon approval whichever is later

3. The maximum amount of this Agreement is: \$ 25,000.00
Twenty Five 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.


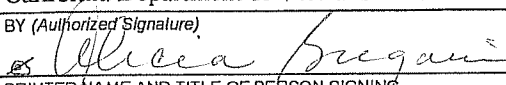
Exhibit A – Scope of Work	2 page(s)
Exhibit A – Attachment 1 Program Narrative	2 page(s)
Exhibit B – Budget Detail and Payment Provisions	2 page(s)
Exhibit B – Attachment 1 Budget Form	1 page(s)
Exhibit C* – General Terms and Conditions - GTC 610	1 page(s)

Check mark one item below as Exhibit D:

- Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 4 page(s)
- Exhibit - D* Special Terms and Conditions

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 www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) County of Monterey		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 11/7/14	
PRINTED NAME AND TITLE OF PERSON SIGNING George Dixon, County Veterans Service Officer		
ADDRESS 1200 Aguajito Rd., Suite 003 Monterey, CA 93940		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Veterans Affairs		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 11/21/14	
PRINTED NAME AND TITLE OF PERSON SIGNING Alicia Bugarin, Assistant Deputy Secretary, Financial Services Division		
ADDRESS 1227 O Street, Sacramento, CA 95814		
		<input checked="" type="checkbox"/> Exempt per: SCM 1 4.04A.2

*Approved by form
of mailing DEC 10 11/14
[Signature]*

EXHIBIT A
SCOPE OF WORK

1. The County of Monterey (hereinafter "Contractor") shall provide mental health outreach activities as described within Exhibit A – Attachment 1, in accordance with the Mental Health Services Act (Proposition 63), for the California Department of Veterans Affairs (hereinafter "the State", "CDVA", or "CalVet").
2. Contract shall be effective upon approval of the State. Contractor shall not perform any work required by this contract until written notification is given to Contractor from the contract manager to begin services.
3. The contract managers identified below are responsible for the administration of this Agreement and for responding to contractual inquiries pertaining to the governing provisions of the Agreement during the term of this Agreement.
4. The project representative during the term of this Agreement will be:

CDVA

Phillip Leggett, Mental Health Coordinator
California Department of Veterans Affairs
1227 O Street, Room 105
Sacramento, CA 95814
Phone: (916) 503-8327

Contractor

George Dixon, County Veterans Service Officer
County of Monterey
1200 Aguajito Rd., Suite 003
Monterey, CA 93940
Phone: (831)647-7613

Direct all contract inquiries to Contract Managers. Contract Managers 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 Manager including, name, title, mailing address, phone, fax number, and email address.

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

5. Contractor agrees to conduct mental health outreach activities in the County of Monterey with an emphasis on the newly discharged service members who have served in Iraq and Afghanistan, and National Guard and Reserve service members that have been deployed.
6. The purpose of this outreach is to direct these veterans and soldiers into the United States Department of Veterans Affairs (VA) healthcare system and get them screened for any mental or physical health problems that they may have.
7. Contractor shall document, on a daily basis, all mental health outreach by using the veteran's reintegration forms that have been provided by CDVA, Veterans Services Division for input into the Veteran Reintegration Management System (VRMS).

EXHIBIT A
SCOPE OF WORK

8. Contractor shall collect veteran information by using the reintegration form even if the veteran or service member does not live in the County of Monterey. Contractor shall send all collected information to the Veteran Services Division Mental Health Coordinator on a quarterly basis.
9. Contractor shall submit a quarterly Status Report via electronic submission to the Mental Health Coordinator on the dates listed in Exhibit B, number 4. The report shall include a detailed description of outreach efforts performed by the County of Monterey, and the usage of mental health services by recently separated veterans.

EXHIBIT A – ATTACHMENT 1
PROGRAM NARRATIVE

Monterey and San Benito County Military Veterans Affairs Office
Proposition 63 Veterans Reintegration Transition Program (VRTP)
Program Narrative

Section A: Statement of Need

With the rapid draw down of the armed forces and combat operation coming to an end; over 2 million U.S. military men and women who served in both major combat operations are returning to private life. Many were exposed to combat stress and suffered injuries both visible and invisible. Their experiences produced emotional challenges. For some; long-lasting abnormal behaviors such as isolation, self-medication, alcohol, and drug abuse led to criminal behavior. Mental Health best practices demonstrate that early mental health intervention and targeted treatment can help these individuals and families fully recover and lead quality and productive lives. Children are particularly impacted by the emotional challenges facing their families; therefore early intervention and treatment can prevent permanent scars. To add to the current conflict drawdown, Monterey County has a large population of veterans and their dependants from the Vietnam Conflict who can also benefit from (VRTP). They will receive the support and services not provided to them when they were released from service. They can also assist the program by acting as mentors for our returning service members providing their experience and guidance to assist returning service members from today's major conflicts. Vietnam Veterans continue to make up the majority of homeless veterans in the community followed by an increase of current conflict veterans including female veterans. VTRP VSRs will be committed to search out those who are in shelters, on the street, or in local correctional facilities to render assistance with mental health, healthcare and social service referrals.

Section B: Proposed Service/Project

The Veteran Reintegration Transition Program focus is on the county's large (20,704) veteran population of which 13.2 % served from 8/1990 until 8/2011 Desert Shield Desert Storm about 2733 live in Monterey County, 12 % served after 9/11/2001. Over 2,485 of these veterans served in Iraq or Afghanistan and have returned to Monterey County to start their lives over. Many served multiple tours of duty and suffer from both visible and invisible injuries including mental health disorders such as Post Traumatic Stress Disorder (PTSD) and Traumatic Brain Injury (TBI). Some are homeless living in temporary shelters, automobiles, are incarcerated, or use the local emergency rooms as a respite. 36.9% of the veterans in Monterey County served during the Vietnam Era and approximately 7640 reside in Monterey County. 13.1% are Korean War era veterans and approximately 2712 reside in Monterey County. 10.8% are WWII veterans with about 2236 residing in the county and will benefit from services in the form of referral to health and human services, state veterans homes, and after life service assistance for their survivors and dependants. 14% of the remaining veteran's population is considered to be peace time/ Cold War era veterans with about 2898 of these veterans living in Monterey County. Priority will be given to combat veterans and their families/dependants that were recently discharged from active military service and are now transitioning from combat back to the community. Outreach services will be provided to any veteran with a no closed door approach to veterans their families and dependants. The Military Veterans Affairs office (MVAO) will also continue to participate in active duty and reserve/ National Guard retirement briefings at the Defense Language Institute (DLI) Presidio of Monterey and Naval Post Graduate School, Ft. Hunter Liggett and Camp Roberts. Incarcerated veterans outreach will continue at Soledad State Prison, Salinas State Prison, Monterey County Jail, and by mail from veterans incarcerated in other jurisdictions.

EXHIBIT A – ATTACHMENT 1
PROGRAM NARRATIVE

Section C: Proposed Implementation Approach

The Veterans Reintegration Transition Program (VRTP) will provide early intervention and services by assisting veterans and their dependants in filing benefit claims with the Department of Veterans Affairs (VBA) (VHA), provide referral to mental health providers, help in finding permanent homes, and guiding veterans and families in need of medical services. The Veteran Reintegration Transition Representatives are CIDVA accredited experienced County Veteran Service representatives. They are knowledgeable in local, state and federal veteran's benefits and are skilled in navigating the mental health system. Working in collaboration with the County Department of Mental Health, County Department of Social Services, County Department of Human Services, California Department of Veterans Affairs, community partners and the Department of Veterans Affairs (VBA) (VHA) (NCA), the Reintegration Transition Representative (s) provide timely and professional mental health assessment and referral for intervention and treatment.

The (MVAO) and Mental Health Services (MHS) have partnered together to assist veterans in the community with services they have earned. Both departments are committed to assisting all veterans who need mental health services, together with our community partners; Veterans Transition Center (VTC), Salvation Army (SA), Department of Social Services (DSS) faith based organizations, law enforcement, as well as training and job placement agencies. The MVAO Veteran Reintegration Transition Program Veterans Service Representative (VTRP VSR) communicates regularly with non-profit and veteran organizations within the community.

Section D: Performance Assessment and Data

Veteran Reintegration Transition Veterans Service Representatives (VTRP VSR) will engage veterans and their dependants / families in the community at shelters, hospitals Stand Downs, post deployment briefings, correctional facilities and other settings where veterans congregate. Indicators of veterans' progress including reintegration adjustment progress, surveys, customer feedback, enrollment in County or Department of Veterans Affairs Mental Health, Medical, rehabilitation, and quality of life indexes will be measures. Automated systems to include VETPRO will be used. Survey Monkey also will be used to gather information and provide feedback on what is done well and what the program needs to improve. Key area(s) of emphasis for the survey will be 1) customer services 2) responsiveness 3) the referral process (what worked) and 4) program satisfaction.

Survey (s) will be sent out to veterans and their dependants for the purpose of program satisfaction and improvement (3)

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. The State agrees to make the following periodic payments:
 - A. The first payment shall be made upon approval of the contract in the amount of \$6,250.00.
 - B. The remaining three payments shall be made upon receipt of quarterly invoices by the Veterans Services Manager.
2. Future quarterly payments shall only be provided upon receipt of the quarterly invoice along with the appropriate reports specified in Exhibit A. Invoices shall include the County name, address and telephone number, and Agreement Number 14XS0006. Invoices that do not contain, as a minimum, the above information may be denied and returned to the County.
3. See Exhibit B Attachment 1 for further budget detail regarding how the county will make use of the grant funding.
4. Quarterly invoices shall be submitted to the Contract Manager no later than the following dates:
 - A. February 28, 2015
 - B. June 1, 2015
 - C. October 31, 2015
5. All quarterly invoices shall be submitted as follows:
 - A. An original invoice to:

California Department of Veterans Affairs
Attention: Accounting, 4th Floor
1227 O Street
Sacramento, CA 95814
 - B. A copy of the original for approval of payment to:

Stewart MacKenzie, Veterans Services Manager
California Department of Veterans Affairs
1227 O Street, Room 105
Sacramento, CA 95814
6. Budget Contingency Clause: It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the 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.

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.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

7. 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).

**EXHIBIT B ATTACHMENT 1
 BUDGET FORM**

Monterey & San Benito County Military Veterans Affairs Office Proposition 63 Veterans Transition Reintegration Program Budget Form				
A. Personnel				
Position	Hourly Wage	Hrs/Mo Spent on Program	Mo/Yr Spent on Program	Cost
Veterans Representative 1	17.53	160 hours	12 Months	\$36,462.00
			Total	\$36,462.00
B. Fringe Benefits				
Component	Rate	Annual Wage	Cost	
PERS Retirement	\$198.00	\$ 2,370	\$ 2,370.00	
Unemployment Insurance	\$ 6.00	\$ 72	\$ 72.00	
FICA	\$182.00	\$ 2,188	\$ 2,188.00	
OASD/Medicare	\$ 30.00	\$ 365	\$ 365.00	
Health Insurance	\$425.00	\$ 5,105	\$ 5,105.00	
Dental Insurance	\$ 40.00	\$ 480	\$ 480.00	
Life insurance	\$ 7.00	\$ 84	\$ 84.00	
Workers' Compensation	\$ 61.00	\$ 732	\$ 732.00	
Vision Insurance	\$ 9.00	\$ 108	\$ 108.00	
EAP/Wellness	\$ 8.00	\$ 96	\$ 96.00	
		TOTAL	\$ 11,600	
C. Travel				
Location	Purpose	Rate (Mileage Only)	Cost	
Headquarters	Mental Health outreach activities	52 cents/mile 100 miles/month	\$ 624.00	
		Total	\$624.00	
D. Supplies				
Items	Rate (Cost x Monthly)	Cost		
Office Supplies	\$ 42.00 x 12 Mo.	\$ 504.00		
	Total	\$ 504.00		
E. Contracting				
Name	Service	Rate (Cost/Individual x Individual x Days)	Cost	
Not applicable				
F. Other				
Item	Rate	Cost		
Information Technology Services	\$ 15.00 x 12 Mo.	\$ 180.00		
Administrative Services	\$ 40.00 x 12 Mo.	\$ 480.00		
	Total	\$ 660.00		
Totals				
Section A: Personnel	\$36,462.00	Section D: Supplies	\$ 504.00	
Section B: Fringe Benefits	\$ 11,600	Section E: Contracting	0.00	
Section C: Travel	\$ 624.00	Section F: Other	\$ 660.00	
		Total Requesting	\$49,850.00	

EXHIBIT C
GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site www.ols.dgs.ca.gov/Standard+Language/default.htm

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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*

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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:**

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, on the basis of the most accurate information then available to the Contractor, the following:

- A. That it is a dispute pursuant to this Section.
- B. The date, nature, and circumstances of the conduct, which is the subject of dispute.
- C. The names, telephone numbers, function, and activity of each contractor, subcontractor, State official, or employee involved in or knowledgeable about the conduct.
- D. The identification of any documents and the substance of any oral communications involved in the conduct. Copies of all identified documents shall be attached.
- E. The reason why the Contractor is disputing the conduct.
- F. The cost impact to the Contractor directly attributable to the alleged conduct, if any.
- G. The Contractor's desired remedy.
- H. The State and the Contractor agree to try to resolve all contractual issues by negotiation and mutual Contract 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 Contract.
- I. 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.
- J. 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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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, and will 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.
- 4) 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.
- 5) Contractor shall continue with the responsibilities under this Contract during any dispute.

5. AGENCY LIABILITY:

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:

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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 its 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. **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.

8. **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.

9. **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.

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

ORIGINAL

AGREEMENT NUMBER 14XS0006
REGISTRATION NUMBER eP 1358393


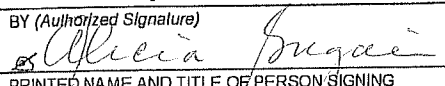
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IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Monterey		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 11/7/2014	
PRINTED NAME AND TITLE OF PERSON SIGNING George Dixon, County Veterans Service Officer		
ADDRESS 1200 Aguajito Rd., Suite 003 Monterey, CA 93940		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Veterans Affairs		<input checked="" type="checkbox"/> Exempt per: SCM 1 4.04A.2
BY (Authorized Signature) 	DATE SIGNED (Do not type) 11/21/14	
PRINTED NAME AND TITLE OF PERSON SIGNING Alicia Bugarin, Assistant Deputy Secretary, Financial Services Division		
ADDRESS 1227 O Street, Sacramento, CA 95814		

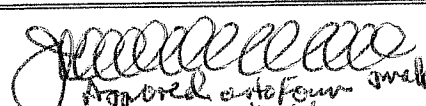

 Approved as to Form
 Dec 10 14 14

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4. The project representative during the term of this Agreement will be:

CDVA

Phillip Leggett, Mental Health Coordinator
California Department of Veterans Affairs
1227 O Street, Room 105
Sacramento, CA 95814
Phone: (916) 503-8327

Contractor

George Dixon, County Veterans Service Officer
County of Monterey
1200 Aguajito Rd., Suite 003
Monterey, CA 93940
Phone: (831)647-7613

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SCOPE OF WORK

8. Contractor shall collect veteran information by using the reintegration form even if the veteran or service member does not live in the County of Monterey. Contractor shall send all collected information to the Veteran Services Division Mental Health Coordinator on a quarterly basis.
9. Contractor shall submit a quarterly Status Report via electronic submission to the Mental Health Coordinator on the dates listed in Exhibit B, number 4. The report shall include a detailed description of outreach efforts performed by the County of Monterey, and the usage of mental health services by recently separated veterans.

EXHIBIT A – ATTACHMENT 1
PROGRAM NARRATIVE

Monterey and San Benito County Military Veterans Affairs Office
Proposition 63 Veterans Reintegration Transition Program (VRTP)
Program Narrative

Section A: Statement of Need

With the rapid draw down of the armed forces and combat operation coming to an end; over 2 million U.S. military men and women who served in both major combat operations are returning to private life. Many were exposed to combat stress and suffered injuries both visible and invisible. Their experiences produced emotional challenges. For some; long-lasting abnormal behaviors such as isolation, self-medication, alcohol, and drug abuse led to criminal behavior. Mental Health best practices demonstrate that early mental health intervention and targeted treatment can help these individuals and families fully recover and lead quality and productive lives. Children are particularly impacted by the emotional challenges facing their families; therefore early intervention and treatment can prevent permanent scars. To add to the current conflict drawdown, Monterey County has a large population of veterans and their dependants from the Vietnam Conflict who can also benefit from (VRTP). They will receive the support and services not provided to them when they were released from service. They can also assist the program by acting as mentors for our returning service members providing their experience and guidance to assist returning service members from today's major conflicts. Vietnam Veterans continue to make up the majority of homeless veterans in the community followed by an increase of current conflict veterans including female veterans. VTRP VSRs will be committed to search out those who are in shelters, on the street, or in local correctional facilities to render assistance with mental health, healthcare and social service referrals.

Section B: Proposed Service/Project

The Veteran Reintegration Transition Program focus is on the county's large (20,704) veteran population of which 13.2 % served from 8/1990 until 8//2011 Desert Shield Desert Storm about 2733 live in Monterey County, 12 % served after 9/11/2001. Over 2,485 of these veterans served in Iraq or Afghanistan and have returned to Monterey County to start their lives over. Many served multiple tours of duty and suffer from both visible and invisible injuries including mental health disorders such as Post Traumatic Stress Disorder (PTSD) and Traumatic Brain Injury (TBI). Some are homeless living in temporary shelters, automobiles, are incarcerated, or use the local emergency rooms as a respite. 36.9% of the veterans in Monterey County served during the Vietnam Era and approximately 7640 reside in Monterey County. 13.1% are Korean War era veterans and approximately 2712 reside in Monterey County. 10.8% are WWII veterans with about 2236 residing in the county and will benefit from services in the form of referral to health and human services, state veterans homes, and after life service assistance for their survivors and dependants. 14% of the remaining veteran's population is considered to be peace time/ Cold War era veterans with about 2898 of these veterans living in Monterey County. Priority will be given to combat veterans and their families/dependants that were recently discharged from active military service and are now transitioning from combat back to the community. Outreach services will be provided to any veteran with a no closed door approach to veterans their families and dependants. The Military Veterans Affairs office (MVAO) will also continue to participate in active duty and reserve/ National Guard retirement briefings at the Defense Language Institute (DLI) Presidio of Monterey and Naval Post Graduate School, Ft. Hunter Liggett and Camp Roberts. Incarcerated veterans outreach will continue at Soledad State Prison, Salinas State Prison, Monterey County Jail, and by mail from veterans incarcerated in other jurisdictions.

EXHIBIT A – ATTACHMENT 1
PROGRAM NARRATIVE

Section C: Proposed Implementation Approach

The Veterans Reiteration Reintegration) Transition Program (VRTP) will provide early intervention and services by assisting veterans and their dependants in filing benefit claims with the Department of Veterans Affairs (VBA) (VHA), provide referral to mental health providers, help in finding permanent homes, and guiding veterans and families in need of medical services. The Veteran Reintegration Transition Representatives are CDVA accredited experienced County Veteran Service representatives. They are knowledgeable in local, state and federal veteran's benefits and are skilled in navigating the mental health system. Working in collaboration with the County Department of Mental Health, County Department of Social Services, County Department of Human Services, California Department of Veterans Affairs, community partners and the Department of Veterans Affairs (VBA) (VHA) (NCA), the Reintegration Transition Representative (s) provide timely and professional mental health assessment and referral for intervention and treatment.

The (MVAO) and Mental Health Services (MHS) have partnered together to assist veterans in the community with services they have earned. Both departments are committed to assisting all veterans who need mental health services, together with our community partners; Veterans Transition Center (VTC), Salvation Army (SA), Department of Social Services (DSS) faith based organizations, law enforcement, as well as training and job placement agencies. The MVAO Veteran Reintegration Transition Program Veterans Service Representative (VTRP VSR) communicates regularly with non-profit and veteran organizations within the community.

Section D: Performance Assessment and Data

Veteran Reintegration Transition Veterans Service Representatives (VTRP VSR) will engage veterans and their dependants / families in the community at shelters, hospitals Stand Downs, post deployment briefings, correctional facilities and other settings where veterans congregate. Indicators of veterans' progress including reintegration adjustment progress, surveys, customer feedback, enrollment in County or Department of Veterans Affairs Mental Health, Medical, rehabilitation, and quality of life indexes will be measures. Automated systems to include VETPRO will be used. Survey Monkey also will be used to gather information and provide feedback on what is done well and what the program needs to improve. Key area(s) of emphasis for the survey will be 1) customer services 2) responsiveness 3) the referral process (what worked) and 4) program satisfaction.

Survey (s) will be sent out to veterans and their dependants for the purpose of program satisfaction and improvement (3)

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. The State agrees to make the following periodic payments:
 - A. The first payment shall be made upon approval of the contract in the amount of \$6,250.00.
 - B. The remaining three payments shall be made upon receipt of quarterly invoices by the Veterans Services Manager.
2. Future quarterly payments shall only be provided upon receipt of the quarterly invoice along with the appropriate reports specified in Exhibit A. Invoices shall include the County name, address and telephone number, and Agreement Number 14XS0006. Invoices that do not contain, as a minimum, the above information may be denied and returned to the County.
3. See Exhibit B Attachment 1 for further budget detail regarding how the county will make use of the grant funding.
4. Quarterly invoices shall be submitted to the Contract Manager no later than the following dates:
 - A. February 28, 2015
 - B. June 1, 2015
 - C. October 31, 2015
5. All quarterly invoices shall be submitted as follows:
 - A. An original invoice to:

California Department of Veterans Affairs
Attention: Accounting, 4th Floor
1227 O Street
Sacramento, CA 95814
 - B. A copy of the original for approval of payment to:

Stewart MacKenzie, Veterans Services Manager
California Department of Veterans Affairs
1227 O Street, Room 105
Sacramento, CA 95814
6. Budget Contingency Clause: It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the 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.

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.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

7. 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).

**EXHIBIT B ATTACHMENT 1
BUDGET FORM**

Monterey & San Benito County Military Veterans Affairs Office Proposition 63 Veterans Transition Reintegration Program Budget Form				
A. Personnel				
Position	Hourly Wage	Hrs/Mo Spent on Program	Mo/Yr Spent on Program	Cost
Veterans Representative 1	17.53	160 hours	12 Months	\$36,462.00
			Total	\$36,462.00
B. Fringe Benefits				
Component	Rate	Annual Wage	Cost	
PERS Retirement	\$198.00	\$ 2,370	\$ 2,370.00	
Unemployment Insurance	\$ 6.00	\$ 72	\$ 72.00	
FICA	\$182.00	\$ 2,188	\$ 2,188.00	
OASD/Medicare	\$ 30.00	\$ 365	\$ 365.00	
Health Insurance	\$425.00	\$ 5,105	\$ 5,105.00	
Dental Insurance	\$ 40.00	\$ 480	\$ 480.00	
Life insurance	\$ 7.00	\$ 84	\$ 84.00	
Workers' Compensation	\$ 61.00	\$ 732	\$ 732.00	
Vision Insurance	\$ 9.00	\$ 108	\$ 108.00	
EAP/Wellness	\$ 8.00	\$ 96	\$ 96.00	
			TOTAL	\$ 11,600
C. Travel				
Location	Purpose	Rate (Mileage Only)	Cost	
Headquarters	Mental Health outreach activities	52 cents/mile 100 miles/month	\$ 624.00	
		Total	\$624.00	
D. Supplies				
Item	Rate (Cost x Months)		Cost	
Office Supplies	\$ 42.00 x 12 Mo.		\$ 504.00	
	Total		\$ 504.00	
E. Contracting				
Name	Service	Rate (Cost/Individual x Individual x Days)	Cost	
Not applicable				
F. Other				
Item	Rate		Cost	
Information Technology Services	\$ 15.00 x 12 Mo.		\$ 180.00	
Administrative Services	\$ 40.00 x 12 Mo.		\$ 480.00	
	Total		\$ 660.00	
Totals				
Section A: Personnel	\$36,462.00	Section D: Supplies	\$ 504.00	
Section B: Fringe Benefits	\$ 11,600	Section E: Contracting	0.00	
Section C: Travel	\$ 624.00	Section F: Other	\$ 660.00	
		Total Requesting	\$49,850.00	

EXHIBIT C
GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site www.ols.dgs.ca.gov/Standard+Language/default.htm

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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*

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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:**

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, on the basis of the most accurate information then available to the Contractor, the following:

- A. That it is a dispute pursuant to this Section.
- B. The date, nature, and circumstances of the conduct, which is the subject of dispute.
- C. The names, telephone numbers, function, and activity of each contractor, subcontractor, State official, or employee involved in or knowledgeable about the conduct.
- D. The identification of any documents and the substance of any oral communications involved in the conduct. Copies of all identified documents shall be attached.
- E. The reason why the Contractor is disputing the conduct.
- F. The cost impact to the Contractor directly attributable to the alleged conduct, if any.
- G. The Contractor's desired remedy.
- H. The State and the Contractor agree to try to resolve all contractual issues by negotiation and mutual Contract 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 Contract.
- I. 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.
- J. 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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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, and will 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.
- 4) 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.
- 5) Contractor shall continue with the responsibilities under this Contract during any dispute.

5. AGENCY LIABILITY:

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:

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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 its 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. **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.

8. **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.

9. **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.