

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

19XS0018

PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

California Department of Veterans Affairs

CONTRACTOR NAME

County of Monterey

2. The term of this Agreement is:

START DATE

07/01/2019

THROUGH END DATE

06/30/2020

3. The maximum amount of this Agreement is:

\$49,000.00 Forty nine 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	4
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit B-1	Budget Form/Narrative	3
Exhibit C*	General Terms and Conditions- CCC-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 www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx

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.)

County of Monterey

CONTRACTOR BUSINESS ADDRESS

1200 Aguajito Rd, Suite 003

CITY

Monterey

STATE

CA

ZIP

93940

PRINTED NAME OF PERSON SIGNING

Jason M. Cameron

TITLE

CVSO

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Veterans Affairs

CONTRACTING AGENCY ADDRESS

1227 O Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

David Gerard

TITLE

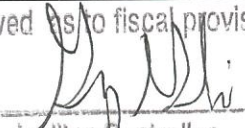
Chief, Facilities and Business Services Division

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

AB
ABretan
Dep Co Co
8-15-19

Reviewed as to fiscal provisions


Auditor-Controller
County of Monterey 8-16-19

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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION, IF APPLICABLE

SCM 1, 4.04A.2

VETERAN MENTAL HEALTH OUTREACH

1. INTRODUCTION/SERVICES

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

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall provide the following services:

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

3. INDEPENDENT CONTRACTOR STATUS

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

4. **CONTACT INFORMATION**

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

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

2. **Contractor Representative:**
County of Monterey
Jason M. Cameron, CVSO
1200 Aguajito Rd # 003
Monterey, CA 93940
Phone: (831) 647-7613
Email: cameronj@co.monterey.ca.gov

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

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

Appendix A – Program Narrative

Monterey
Section A: Statement of Need
<p>Transitional Assistance Program (TAP) Outreach at the Presidio of Monterey and Naval Post Graduate School The geographic area of Monterey County has approximately 19,000 veterans and has the largest military presence on the Central Coast of California – collectively with in the Presidio of Monterey, Naval Post Graduate School, Fort Hunter Liggett and Camp Roberts. Between the Presidio of Monterey and Naval Post Graduate School there are approximately 500 personnel who discharge per year through the combined TAP classes. Our program serves discharging service members just prior to and at the time of discharge. The need for CVSO counseling and referral is great. The Military does not provide these services and relies on the counties and service organizations to fill the gap. No other credible reliable veteran’s representatives are available to consistently do this screening, interviewing and one-on-one counseling. Approximately 30% of the discharging service members have documented mental health issues on their service medical records. The Presidio of Monterey & Naval Post Graduate School host servicemembers from all branches, length of service and character of discharge. The Monterey County Veterans Service Office has been requested to provide additional support to file claims for service members onsite for service members prior to discharge. This is the perfect time be at the fore front of claims process to insure a seamless treatment transition from DOD to VA. With the funding available through Prop 63 we would be able to accommodate the request and maintain the services much needed at the TAP classes - Presidio of Monterey and Naval Post Graduate School.</p> <p>Veterans Treatment Court Outreach Monterey County has a robust Veterans Treatment Court that has anywhere between 20 & 40 enrolled veterans at any given time. The overwhelming percentage of these veterans have mental health and substance abuse disorders. Veterans Treatment Court is in session monthly however, there is talks to adding a 2nd session per month. Typically the Veteran Treatment Court will see 4 to 8 graduates per year. Most recently, March 6th 2019, we had 2 Graduates who had their cases dismissed and expunged - in addition, through the veteran Treatment Court process they were able to get the mental health treatment they needed. Veterans who graduate from the Veterans Treatment Court leave with their SUD and mental health problems under control. We work with the VA, DA’s Office, the Public Defender, County Behavioral Health, Probation the Courts and Veteran Mentors. We partner with non-profits from Monterey County such as Veterans Resource Centers and Veterans Transition Center. Veterans who enter Veterans Treatment Court has a proven reduced recidivism rate is below 20% for our Vet Court graduates. The normal rate for non-Vet court veterans is close to 75%. With the funding available through Prop 63 we would be able to accommodate the request and maintain the services much needed at Veterans Treatment Court.</p> <p>Homeless Veteran & Stand Down Activity The Monterey Homeless Veteran Stand Down serves the most vulnerable veteran population. Nearly 100% of homeless Veterans suffer from mental health and/or substance use disorders. The path into and out of homelessness is often complicated by untreated or under treated mental health and substance use disorders. The Monterey Homeless Veteran Stand Down is three to four-day event and is typically held in September/October at the Monterey County Fairgrounds. Funding, Service Providers and Volunteers are the 3 primary needs to ensure successful treatment options are available and services are advertised to the Homeless Veteran Population. The stand down services approximately 350 homeless veterans and their families every other year with work and planning happening each year. Last year the Homeless Veterans Stan Down was at major risk of being canceled due to funding. The need for this stand down is great in that we support San Luis Obispo, San Benito, Santa Cruz and Santa Clara Counties.</p>
Section B: Proposed Service/Project
<p>The Monterey County Veterans Office will provide staffing and an outreach program that will pre-screen, counsel and advocate for veterans, reservists and guard members that have disclosed mental illness or substance use issues. This outreach program will focus on the following access points:</p> <p>Transitional Assistance Program (TAP)</p>

The Monterey County Veterans Office will attend both the Presidio of Monterey and Naval Post Graduate School TAP classes. Information regarding VA and Cal-Vet Benefits will be distributed and discharging veterans will file claims. With the anticipation of additional funding through Prop 63, we anticipate expanding the hours we spend at both TAP classes by 1 to 2 full day(s) to file claims onsite. The CVSO gives a briefing to all TAP participants on Thursday and a designated Vet Rep will meet with the discharging vets and will council all TAP veterans on the nature of their disabilities and experiences in the service that could result in VA benefit claims for compensation. On average approximately 40 service members attend these classes every month. With lack of funding and priority shifts there has been a lack luster partnership between the two TAP Classes and The Monterey County Veterans Service Office. This will be rectified by the infusion of Prop 63 funding. One in five veterans has symptoms of a mental health disorder or cognitive impairment. One in six veterans who served in Operation Enduring Freedom and Operation Iraqi Freedom suffer from a substance abuse issue. Research continues to draw a link between substance abuse and combat-related mental illness. Left untreated, mental health disorders common among veterans can directly lead to involvement in the criminal justice system. There is an urgent need for our office to be an active part of the out-processing TAP process. Getting in front of potential issues we are able to get these veterans treatment and avoid a negative spiral. We refer them to the proper resources and file claims for them. Many veterans have depression, Military Sexual Trauma and anxiety along with PTSD. Upon discharge we ask them the hard questions that they are now in a position to answer. We do not want people to leave the service with undiagnosed mental health conditions. This could lead to jail, homelessness and other social failures. Discharging veterans are the perfect target for this Prop 63 money to catch them before they fall through the cracks. Monterey County will develop and maintain a strong working relationship with both the Presidio of Monterey and Naval Post Graduate School TAP classes. This is a fantastic opportunity for the county as well as CalVet and the veterans in California and compliments the new CalTAP initiative coming from the state. We will be a strategic leverage point to set up future CalTAP presentations.

Veterans Treatment Court Outreach

The Veterans Treatment Court in Monterey County started in 2012 and facilitates both diversion and treatment court with anywhere between 20 and 40 active participants any given month all with SUD or mental health issues and is growing. With funding through Prop 63 our office will be able to proactively reach out to (and follow up) with all veterans who attend Veterans Treatment Court to ensure that they access to treatment and benefits through the VA. Time allocated to the Veterans Treatment Court is anticipated to be 2 days per month. Veterans Treatment Court (VTC) mission is to assist justice-involved veterans along with their families to improve the quality of life and return them back into the community as productive members of society. This will be accomplished through collaborative efforts, Peer Support Volunteers, Justice partners, Veterans Administration Services and Community based agencies and organizations. We focus on providing support with Dignity, compassion without Charity and enhancing public safety.

- 1% of our Nations citizens served in the Armed Forces, yet 8-10% of the prison population are Veterans.
- 15% of OIF/OEF Veterans suffer from a substance abuse issue.
- 20% of OIF/OEF Veterans have a symptom of a mental health disorder or cognitive impairment.
- 33% of our homeless are Veterans.
- 50% of Veterans with PTSD have at least one felony arrest.
- 87% of incarcerated Veterans have experienced some form of mental or emotional trauma.

Monterey County Veterans Treatment Court uses a holistic community based approach to address the specific needs of justice-involved Veterans, keeping them out of jail and engaged with their families and communities where they belong. Treatment and support instead of incarceration.

Working in a collaborative effort as the liaison between the Veteran and VA as well as the entire Veteran Court Team we anticipate a high success / graduation rate. The Veteran Court Team is comprised of our vet court judge, DA, Public Defenders, Probation Officer, Peer Mentor Manager, a VJO from the VA and the CVSO.

Homeless Veteran and Stand Down Activity

This office provides support in the planning and execution of the Monterey Homeless Veteran Stand Down. This three to four-day event is held in September/October at the Monterey County Fairgrounds. As the main source of funding for the Stand Down our office will contribute \$50,000 per year to ensure all Mental Health, Substance Abuse and other vital services are provided. In addition the Monterey County Veterans Service Office will have one person allocated for the planning committee that meets monthly for three months and then every week for the three months prior to the event. The veteran service office then spends 10 hours a day for 3 to 4 days during the

Stand Down including set up and take down. The event is specific to the homeless veteran population who almost all have mental health and substance use conditions. This office will allocate an average of 100 hours per year to help make the stand down successful. The stand down services approximately 350 veterans and their families every other with work and planning happening each year. In addition the Monterey County Veterans Service Office assists with Registration and verification of the DD-214's. The need for this stand down is great in that we support San Luis Obispo, San Benito, Santa Cruz and Santa Clara Counties.

Section C: Proposed Implementation Approach

TAP Outreach and Counseling

The Monterey County CVSO already has some engagement with the TAP classes at both the Presidio of Monterey and Naval Post Graduate School. However, the current level is basic information giving / sharing. There has been discussions (well received) of having a veterans service representative present for 1 to 2 days per month to be available for onsite Q&A as well as to be able to file claims and facilitate enrolment in the VA Health Care System. This would be established with Prop 63 funding. The number of veterans being discharged is increasing due to the cutbacks and current downsizing in the military. The TAP class is a M-F five full day class once per month for the Presidio of Monterey and every other month for the Naval Post Graduate School. The CVSO will give a 1 hour overview presentation during the TAP Class. A Veteran Service Representative will be on site the Week(s) following the TAP Class where the participants can then be counseled individually by the VSR in a private room and the service treatment records are examined thoroughly. Once ready the claim information sheet is developed and given to the service members along with referral information for mental health and substance abuse resources, if appropriate. The service member is then advised to report all physical and mental health issues to the medical personnel while they are still in the service so that they can establish a service connection. We file a BDD Claim or a Quick Start for the veteran on the spot or a FDC when they finally leave the service. Failure to obtain this very important funding would require this office to lay off one VSR and eliminate our ability to visit the Presidio of Monterey and Naval Post Graduate School to provide the needed support for these future veterans as they transition to civilian status.

Veteran Treatment Court Outreach

Veteran Treatment Court has been established since 2012 and the CVSO has been partnered from inception. There has been discussion to adding a 2nd session day per month. The Prop 63 funding will help to facilitate an increase in the responsibilities of the Monterey County Veterans Service Office to include one on one outreach to every veteran who is in the program. In addition the CVSO will attend all closed session "Judges chamber" case discussions as the benefits subject matter expert recommending Mental and Substance abuse treatment programs offered through the VA. The CVSO is anticipated to use 16 hours per month on Veterans Treatment Court activities.

Stand Down

The Homeless Veteran Stand Down support is now dependent on Prop 63 funding to operate successfully. This office has supported past Stand Downs with \$50,000 plus an average of 100 hours per year. With budget cuts within the county we were at risk of canceling the last Stand Down Sept. 2018. With the Prop 63 funding we will continue to be continue to participate on the planning committee and assist with scheduling, advertisement, registration and verification of the veterans who attend. In addition we will have a team of VSR's available to process claims for Compensation, Pension and Health Care Benefits. The event is specific to the homeless veteran population who almost all have mental health and substance use conditions.

Section D: Proposed Implementation Approach

TAP Outreach

The Monterey County TAP Classes at the Presidio of Monterey and Naval Post Graduate School will have 18 presentation per year with a total contacts of approximately 500 per year. In addition the Monterey County Veterans Service Office will provide 1 to 2 days per month of VSR coverage on site to file claims for these veterans and refer them to the appropriate resources. Data will be captured in Vet Pro to track the claims, events and contacts. Goal is to have 500 contacts through the Presidio of Monterey and Naval Post Graduate School TAP Classes as Total Direct Contacts through outreach efforts captured in Vet Pro. Service members will receive a presentation by CVSO/VSR 1 to 2 Days per month. Records checks can be performed with mental health issues identified. Referrals are made for MH and SUD and claims filed both in the main office and at the TAP

location. Tracking of the personnel that receive the TAP presentation by CVSO/VSR will be by month excel log and captured in Vet Pro.

Veteran Treatment Court Outreach

The Monterey County Veterans Treatment Court currently has 12 sessions per year with a proposal to move to 24 sessions per year. There are more the 20 veterans at every session. The CVSO will provide 12 to 24 outreach visits with 250 to 500 Contacts per year. Data will be captured in Vet Pro. Goal will be set at 400 contacts per year. Veterans who are accepted into Veterans Treatment Court Outreach and have received information from the CVSO/VSR on services, benefits and entitlements through the VA. Information on counseling and referrals as well as submitting claims for these veterans will be delivered. Most of these veterans will be seen numerous times before they file a claim. This office has many be involved with additional meetings and phone calls with the Public Defender, attorneys, DA's and some court appearances before they are finalized. All of these veterans have either mental health or substance use disorders or conditions.

Homeless Veteran and Stand Down

The Monterey County Homeless Veteran Stand Down census indicates that the next Stand Down should host well over 350 Homeless Veterans every even year from numerous counties throughout California. Data will be captured in Vet Pro. In addition to Stand Down partnerships with homeless veterans non-profits will be strengthened establishing referral procedures and homeless veteran presentations will be established as Contact outreach in Vet Pro. In addition, our office will have several Homeless Veteran Outreach efforts through various areas of the county per year and will be captured in Vet Pro. Goal will be 20 + outreach events with 200 + Homeless Veteran contacts that have received information from the CVSO/VSR on services, benefits and entitlements through the VA. Information on counseling and referrals as well as submitting claims for these veterans will be delivered. In addition most of the homeless veterans are referred to non-profits in Monterey County for assistance with shelter, food and clothing. Claims are filed for some and referral are made for all. All of these vets have mental health or substance use problems.

1. STANDARD BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, the CalVet agrees to compensate Contractor for services rendered in accordance with the rate specified in Exhibit B-1-Budget Form/Narrative.
 - a) Total cost of the contract is \$49,000.00.
 - b) The first quarterly payment shall be made upon approval of the contract in the amount of \$12,250.00, the remaining three payments shall be made upon receipt of quarterly invoices by the CalVet Contract Manager.
 - c) Quarterly invoices shall be submitted no later than the following dates:

July 1, 2019	Contract Begins	Term: July 1, 2019 – June 30, 2020
October 31, 2019	1 st Quarter Invoice/Metrics Due	1 st Quarter (07/01/2019 – 9/30/2019)
January 30, 2020	2 nd Quarter Invoice/Metrics Due	2 nd Quarter (10/01/2019 – 12/31/19)
April 28, 2020	3 rd Quarter Invoice/Metrics Due	3 rd Quarter (01/01/2020 – 03/31/2020)
July 31, 2020	Annual Progress Reports	Counties must summarize information from the periodic reports, describe the accomplishments of the project and describe next steps for implementing any plans for additional work identified during the funding period. (Annual Progress Reports are due with 4 th Quarter invoices and metrics.) 4 th Quarter (04/01/20 – 06/30/20)

2. Quarterly payments shall only be approved upon periodic invoices that shall include the Agreement Number, County name, address and telephone number. Quarterly invoices shall also be accompanied by the quarterly reports identified in Exhibit A – Scope of Work, and shall be submitted in duplicate not more frequently than listed above to:
3. Invoices shall include the Agreement Number and shall be submitted 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.

2. SPECIAL BUDGET DETAIL AND PAYMENT PROVISIONS

A. Submissions of Invoices/Claims

1. All invoices/claims must be completed thoroughly and legibly, with all applicable fields completed. Invoices/claims that are submitted to the appropriate location but have been altered, or are inaccurate, or do not provide all necessary information will not be accepted and will be returned to the Contractor for correction.
2. Any changes to this provision relating to the invoice/claim submittal process, including but not limited to an address, form, or process change, shall be an administrative change managed through the appropriate designated CalVet office and shall not require a contract amendment.
3. Invoices/claims submitted shall include the following information in order to be considered complete and acceptable for processing, or the invoice/claim will be returned:
 - a) Contractor's Company name
 - b) Contractor's Company address, phone number and e-mail
 - c) Date of invoice/claim
 - d) Invoice/claim number
 - e) CalVet location where services were performed
 - f) Agreement Number
 - g) Date(s) of Service
 - h) Total dollar amount being billed
 - i) First and Last name of Contractor or Provider performing services, if applicable
 - j) Contractor's or Provider's Classification, whichever is applicable
 - k) When applicable, contractors shall include the following information on the invoice/claim submitted for hourly reimbursement:
 1. Hourly Rate
 2. Time in and time out
 3. Total hours worked

4. Any other information or documentation reasonably required to verify and substantiate the provision of services and the charges for such services.

BUDGET FORM/NARRATIVE

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

Appendix B – Budget Form

Monterey County Veteran Service Office			
TAP, Vet Court, Stand Down Mental Health Programs			
Budget Form			
A. Personnel			
Position	Hourly Wage	Hrs/Mo Spent on Program	Mo/Yr Spent on Program
CVSO Jason Cameron	54.00	300	Year
MA/VSR Joe Farotte, Fernando Romo, Shari Stevenson, Doug Chandler, Jorge Rojas and Anita Pascual	30.00	1200	Year
			Total
			\$52,200
B. Fringe Benefits			
Component	Rate	Annual Wage	Cost
CVSO Fringe Benefits	30%	Computed on 200 hours	\$4,600
VSR Fringe Benefits	30%	Computed on 1520 hours	\$10,530
		Total	\$15,130
C. Travel			
Location	Purpose	Rate (Mileage Only)	Cost
County will absorb			
		Total	\$0
D. Supplies			
Items	Rate (Cost x Months)	Cost	
County will absorb			
	Total	\$0	
E. Contracting			
Name	Service	Rate (Cost/Individual x Individual x Days)	Cost
Veterans Transition Center	Stand Down Services	Annual	\$50,000
		Total	\$50,000
F. Other			
Item	Rate	Cost	
	Total		
Totals			
Section A: Personnel	\$52,200	Section D: Supplies	\$0
Section B: Fringe Benefits	\$15,130	Section E: Contracting	\$50,000

Section C: Travel	\$0	Section F: Other	\$0
Total Cost	\$117,330	Total Requesting	\$50,000

Appendix C – Budget Narrative

<p>Monterey County Veteran Service Office TAP, Vet Court, Stand Down Mental Health Programs</p> <p>Budget Narrative</p> <p>Section A: Personnel</p> <p>This office will use 500 hours funded by Prop 63 support the TAP classes and approximately 500 discharging Veterans at the Presidio of Monterey and Naval Post Graduate School annually. 600 hours used annually for an anticipated by weekly Veterans Treatment Court. 500 hours will be allocated to the Veteran Stand Down preparation and actual event. The Prop 63 funding request of \$50,000 will not support the entire expenditure, but will augment the \$116,430 that the Monterey County Veterans service Office spends on outreach to our most vulnerable veterans with mental health and substance abuse disorders.</p> <p>Section B Fringe Benefits:</p> <p>Section B: Fringe Benefits</p> <p>This office is asking for support for fringe benefits on 1600 hours of Work Hours for \$15,130.00. This includes fringe benefits for the CVSO who spends 300 hours specifically on mental health care for Veteran Treatment Court, TAP and Stand Down Events where the large majority have mental health and substance use illnesses.</p> <p>Section C: Travel</p> <p>County will absorb</p> <p>Section D: Supplies</p> <p>County will absorb</p> <p>Section E: Contracting</p> <p>County will absorb \$50,000 for Stand Down.</p> <p>Section F: Other</p>
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County will absorb

1. **EXCISE TAX**

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

2. **STATUTORY AND REGULATORY PROVISIONS**

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

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

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

3. **EXAMINATION AND AUDIT**

A. Contractor shall allow the State and its related entities, the Comptroller General of the United States, Department of Justice (DOJ), and the Bureau of Medi-Cal Fraud, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract, and to inspect, evaluate, and audit any and all books, records, and facilities maintained by the Contractor and Subcontractors pertaining to services under this Contract at any time during normal business hours.

B. Contractor shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under this Contract in accordance with *Government Code, Section 85467.7*. The examination and audit shall be confined to those matters directly connected with the performance of the contract, including, but not limited to, the costs of administering the Contract.

C. Books and records include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Contract, including working papers, reports, financial records, and books of account, Medical Records, prescriptions files, Subcontracts, and any other documentation pertaining to

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

4. RESOLUTION OF DISPUTES

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

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

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

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

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

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

6. POTENTIAL SUBCONTRACTORS

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

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

7. INSURANCE REQUIREMENTS

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

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

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

8. RIGHT TO TERMINATE

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

9. FORCE MAJEURE:

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

10. EVALUATION OF CONTRACTOR:

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

11. SB/DVBE PARTICIPATION:

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

12. LICENSES AND PERMITS:

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

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

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

13. CONSULTANT – STAFF EXPENSES

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

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

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

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

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

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