

SCO ID: 8955 - 22XS0003

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

22XS0003

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 Fresno

2. The term of this Agreement is:

START DATE

July 1, 2022

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement is:

\$110,000.00

One Hundred Ten 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	7
Exhibit B	Budget Detail and Payment Provisions	3
+ - Exhibit B-1	Budget Form / Narrative	4
+ - Exhibit C *	General Terms and Conditions - GTC 04/2017	*
+ - Exhibit D	Special Terms and Conditions	6

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

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

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

**CONTRACTOR**

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

County of Fresno

CONTRACTOR BUSINESS ADDRESS

2281 Tulare, Room #301

CITY

Fresno

STATE

CA

ZIP

93721

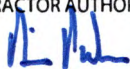
PRINTED NAME OF PERSON SIGNING

Brian Pacheco

TITLE

Chairman of the Board of Supervisors of the County of Fresno

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

8-9-2022

ATTEST:

BERNICE E. SEIDEL

Clerk of the Board of Supervisors  
County of Fresno, State of California

By   
Deputy

SCO ID: 8955 - 22XS0003

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

AGREEMENT NUMBER <b>22XS0003</b>	PURCHASING AUTHORITY NUMBER (if Applicable)
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**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 <b>David Gerard</b> Digitally signed by David Gerard Date: 2022.09.01 10:42:47 -07'00'		DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (if Applicable)  SCM Vol. 1 § 4.06		

## VETERAN MENTAL HEALTH OUTREACH

### 1. INTRODUCTION/SERVICES

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

### 2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall provide the following services.

- A. Expand and/or enhance mental health services to include treatment, and other related recovery programs to veterans currently residing in or returning to the community from their military service as they transition back to civilian life.
- B. Provide the following performance measures on a quarterly and annual basis:
  - 1. Provide eight (8) quarterly progress reports to include the following:
    - a) Performance table that includes the goal for each performance measure and the source of collecting the performance measure (See Exhibit B – Budget Detail and Payment Provisions for periodic progress report/metric due dates).
    - b) Any narrative related to Performance Assessment and Data.
  - 2. Provide a mid-program review at the end of the 1<sup>st</sup> funding year, as well as a final report at the end of the 24-month grant cycle. Both the mid-program review and final report must summarize information from the quarterly reports, describe the accomplishments of the project, and describe next steps for implementing any plans for additional work identified during the funding period.

### 3. INDEPENDENT CONTRACTOR STATUS

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

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](mailto:phillip.leggett@calvet.ca.gov)

2. **Contractor Representative:**

County of Fresno  
David Rose, CVSO  
1320 E Shaw Ave, Ste. 105  
Fresno, CA 93710  
Phone: (559) 600-5436  
Email Address: [drose@fresnocountyca.gov](mailto:drose@fresnocountyca.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

Fresno
<b>Section A: Statement of Need</b>
<p>Fresno County is one of the largest, fastest growing, and most diverse counties in the state of California with an estimated 1,026,681 residents, according to the California Department of Finance. Of the nearly one million residents in our County, approximately 39,000 are veterans along with approximately 4,500 residents that are in the Guard or are Reservists, most are declared veteran status. Serving these veterans is one of the County’s top priorities. In FY 2020-2021, the Fresno County Veterans Service Officer (CVSO) provided assistance for Mental Health Services (MHS) to approximately 2,000 veterans, 150 being women.</p> <p>Our CVSO, David Rose, and his adeptly trained staff, have made it their mission to reach out to the county’s veteran population and make early connections with those still in the National Guard, Air Guard and Reserves. The CVSO has designed his team to have the knowledge to identify veterans, newly discharged members and retirees that need support and access to MHS, and immediate care for those at high risk of a mental crisis, as well as thorough assistance with claims and benefits. The team provides veterans with education of what services are available and a full assessment of symptoms to determine when veterans are suffering from Post-Traumatic Stress Disorder (PTSD), Military Sexual Trauma (MST) and Traumatic Brain Injury (TBI), so they can be referred to the proper mental health agency; primarily the CVSO refers to the local Vet Center or Veterans Affairs Medical Center (VA Hospital).</p> <p>The CVSO represents 15 towns/cities that spans at over 6,000 square miles making outreach to connect with the County veteran residence a priority, if veterans can’t get to the CVSO then the CVSO will go to them. To increase awareness of services the CVSO’s team attends events such as Yellow Ribbon, Stand Downs, The Women Veteran Stand Up, Job Fairs, Muster Briefings, and Armoires for National Guard Reserves Events and Homeless Program Presentations. The CVSO also visits the local colleges and attends Retirement Briefings at the local bases.</p> <p>In addition to outreach the CVSO also collaborates with others that work to assist veterans. Susan Basmajian, Fresno’s Veterans Justice Outreach (VJO) specialist, works with the CVSO to assist veterans with avoiding criminalization due to mental illness and together they assist the veteran in getting the mental health support needed. The County Veteran Service Office is located right next to the Fresno Vet Center which provides both offices easy access for working together to help veterans suffering mental health issues. In addition to the CVSO’s current contacts he also continues to work toward building relationships with other agencies that can provide mental health support for veterans.</p> <p>Working closely with the Central Valley Local Interagency Network Coordinator whose office is onsite, the CVSO has identified several key barriers veterans have with accessing veteran services which include stigma, legal matters, avoidance and concerns about career prospects. The CVSO and his team work with veterans to remove these barriers by building a relationship of trust and understanding so the veterans feel safe to talk to staff and get the help they need.</p>
<b>Section B: Proposed Service/Project</b>
<p>Project Goal: The CVSO and his team will identify and refer veterans and service members that are in need of MHS to the correct agency for assistance, acquire access to aid for high risk veteran and assist with barriers and/or claims veterans need assistance with in order to obtain the services that will help them return to the civilian world.</p> <p>Project Objectives: By June 30, 2023, the CVSO and his team will identify and assist veterans in need of MHS</p> <ul style="list-style-type: none"><li>• Perform 400 In-House Screening for Referrals timely and effectively to service providers in order to enhance the mental and physical healthcare of veterans with serious mental health issues.</li></ul>

- Provide 2,000 outreach referrals to veterans for MHS
- Track referrals through a Referral Screening Tracking sheet which will identify the date, client name, case number, screening for PTSD /MST and TBI and whether and where the client was referred for services.
- Assist 200 veterans and their families in application/submittal of Service-Related Disability Compensation claims & Non-Service-Related Disability Pensions related to Mental Health Issues.
- Attend outreach events throughout the county, conducting presentations consisting of sharing real life stories and educating the audience regarding the services available through the Veterans Service Office, VA hospital, Vet Center and local non-profit organizations.
  - o Three Yellow Ribbon Reintegration Program events
  - o Three Stand Downs, including a 3-day event in which the CVSO, and The Fresno County Misdemeanor Court, will hold a veteran court to eliminate misdemeanors and traffic cases, giving the veterans a second chance.
  - o The Central Valley Women's Stand Up, an event that hosts roughly 100 women veterans in Fresno County and is held the day before the 3 day Stand Down. This event will provide the CVSO and his team an opportunity to meet with the women and increase focus for them on MST issues.
  - o Three well-structured Job Fairs for veterans that are large and well attended
  - o Six events at the Armoires for National Guard and Reserves
  - o Six Homeless veterans program presentations
- Work with the Transition Goals, Plans, Success (TGPS) program to provide those discharging/retiring service members and their families the skills, tools and self-confidence necessary to successfully re-enter into the civilian work force and pursue higher education or technical training.
  - o Attend Muster Briefings
  - o Attend Retirement and Separation Briefings at local bases (National Guard & Air Guard)
- Visit the local colleges once a month to provide presentations and meet students that are using their Military Education Benefits and provide screening, referrals and claim assistance to veterans and their families for MHS. In fact, the Fresno CVSO has a strong partnership with the community colleges resulting in referrals from the colleges themselves to our office.
- Collaborate with the Veteran Justice Outreach (VJO) to assist 50 veterans with avoiding criminalization due to mental illness and referring those in need to the Fresno Veteran Treatment Court
- Assist with the verification process of 100 MIL100 forms in collaboration with the VJO.
- With the collaboration of the Vet Center the CVSO can refer veterans, service members and their families to obtain pro bono legal aid twice a month at the Vet Centers through its co-op with Central California Legal Services (CCLS). These legal services will help members remove legal barriers that are preventing access or continued maintenance of their mental healthcare. CCLS provides the following legal services to these members:
  - o Housing
  - o Employment
  - o Discharge Upgrades
  - o Criminal Law
  - o Consumer Law
  - o Civil Law
- When applicable, shift qualifying veterans from Medi-Cal programs to the VA medical system for mental health related care.
- Inform CalVet on issues of access to care, customer and clinician satisfaction, efficiency, and delivery of quality healthcare.
- Build collaborations with other mental health agencies to create veteran mental health assessment days.

Build relationships with the veterans the CVSO's team meets with to provide an environment of trust and understanding so the veterans feel safe to talk and be open with their needs/concerns and get the services needed to transition back to the civilian world. With these relationships the CVSO's team intends to eliminate the stigma, avoidance and provide them the understanding that getting help is not a weakness but a strength to move forward.

### Section C: Proposed Implementation Approach

#### Experience and Anticipated Impact

Transitioning from a military to a civilian lifestyle can be tough. Simply reconnecting with family and readjusting to home life can be difficult enough to prevent a search for MHS, factor in finding a job or recovering from an injury and the transition can become overwhelming. The Fresno County Veterans Service Office has years of experience working with veterans and their Families in Fresno County. The CVSO with his team conducts mental health outreach and refers veterans in need of care.

Achievement of the outreach goals outlined in Section B have had meaningful and relevant results because more veterans have gotten the help they need, therefore helping veterans avoid homelessness, potentially reducing crime, overcoming barriers to employment and striving toward a

healthy lifestyle. By reaching out to veterans early and often at events, the CVSO's team is conducting mental health outreach to a veteran audience who otherwise may have never come into the Fresno County Veterans Service Office. The outreach efforts are the first step in helping link this population to services to ensure the transition is successful. Additionally, assisting veterans and their families in the application/submittal of PTSD claims may help the veteran become more self-reliant and helps inform the CalVet on issues of access to care, customer and clinician satisfaction, efficiency, and delivery of quality healthcare which should improve the delivery of services overall. CVSO's team uses best practices, as identified within the Substance Abuse and MHS Administration National Registry of Evidence-Based Programs and Practices, to help Veterans assess VA and community resources and identify and/or address mental health/substance use issues. The CVSO's team shows veterans how to effectively develop a plan and prioritize goals to be successful in meeting VA requirements for benefits to achieve rewards once they finish the treatment.

As mentioned above, the CVSO's team attends various outreach events and as a result of the information provided at these events, many veterans will request a follow up meeting. When meeting with veterans one-on-one, the CVSO or other team members ask a brief series of questions to determine whether a veteran may have an issue with PTSD, MST or TBI. The CVSO's team also refers homeless veterans to the Fresno VA Hospital walk-in clinic or emergency room for immediate services. Combat vets with mental health issues are referred to the local Vet Center, which is colocated in the same complex as the County Veterans Service Office. With new VA mental health regulations, every veteran, regardless of discharge is able to be served and stabilized if necessary.

#### Number of Participants

Through this program, the Fresno County Veterans Service Office anticipates providing referrals to approximately 400 unduplicated clients for MHS. Out of the 400, approximately 50 incarcerated veterans are anticipated to receive assistance in avoiding criminalization due to mental illness and be referred to treatment in collaboration with the VJO. The 400 veterans will receive full services from the CVSO and staff in evaluating for PTSD/MST and TBI and will be referred to the best agency for their needs along with any application assistance. The CVSO is also currently collaborating with the county's local bases which currently have 4,500 active members to provide early assistance to those returning to civilian life.

#### Organization Partnerships

Many eligible referrals are sent to the Vet Center that is housed in the same building complex. Due to the location's proximity, the CVSO has built a strong partnership with the Vet Center. Not only do veterans get referred over to the Vet Center, The Vet Center refers veterans in need to the CVSO. The Vet Center assists veterans and their families through many of the major adjustments in lifestyle that often occur after a veteran returns from combat. Services for a veteran at the center includes individual and group counseling in areas such as PTSD, MST, TBI, alcohol and drug assessment, and suicide prevention referrals. The Vet Center has also been a connection for legal services through their co-op with Central California Legal Services (CCLS). Twice a month CCLS is onsite at the Vet Center to provide pro bono legal service to veterans for issues in housing, employment, discharge upgrades, criminal law and consumer law. These services allow veterans to move forward with their lives. The Vet VCenter now has expanded eligibility to National Guard and Reserves- due to riots, COVI deployments and similar circumstances. This new criteria, allows one of my closest collaborators to treat and develop for a larger group of veterans not previously considered.

The CVSO has established a unique partnership with the Fresno VA hospital that grants regular access to Homeless Veteran Monthly Briefings, assessing for PTSD, TBI and MST, as well as other VA benefits issues. This regimented outreach is completed monthly and targets Mental Health, homeless issues and Lesbian, Gay, Bisexual and Transgender (LGBT) veterans. The CVSO is also a regular presenter at The Fresno VA Hospital New Employee Orientation to educate staff on what the Fresno County Veterans Service Office provides.

The CVSO in partnership with the Veteran Justice Outreach (VJO) specialist work together to assist veterans with avoiding criminalization due to mental illness and assists the veteran in getting the mental health support they need. The VJO specialist provides direct outreach to incarcerated veterans and with the CVSO they assist veterans with connecting to the proper mental health treatment. The CVSO will work with the veterans in completing any applications and submissions for claims.

The CVSO serves as a Benefits Instructor, for California State University of Fresno. The CVSO conducts presentations, in a classroom setting, to veteran students six times per school year offering information on benefits, resources, and assistance available to aid them, along with their families, in the transition to civilian life. In addition, the CVSO performs outreach at Veteran Resource Centers at the three Community Colleges. During visits at the colleges the CVSO will encourage veterans to schedule time for them and their families to discuss services available and the benefits of MHS along with assistance in submitting claims. The CVSO also conducts quarterly presentations on topics covering Mental Health Treatment, Filing Service-Connected claims, as well as leadership and life skills.

The CVSO has established a working relationship with the not-for-profit organization, San Joaquin

Valley Veterans, a project of WestCare (SJVV). SJVV has administered for the past 5 years the

Supportive Services for Veterans and Families Grant. SJVV services include; life skills, education, employment readiness, family development and counseling for PTSD and MST. SJVV also manages two Transitional Housing Projects, one for women veterans and one for male veterans and a

Homeless Veterans' Reintegration Program (HVRP) housing complex. The CVSO conducts outreach to these three facilities and implements a two-way referral system with SJVV.

Another partnership the CVSO has created is with the Central Valley Veterans (CVV) organization; this is a non-profit organization that works with homeless veterans. CVV assists with delinquent bills that could cause veterans to be evicted or lose services. The organization also provides assistance with providing furniture, moving expenses, food and clothing. With this partnership the CVSO is involved with all PTSD, MST and TBI referrals that CVV comes into contact with on a daily basis, in turn the CVSO refers veterans to CVV for their services when needed.

#### Potential Barriers

The greatest potential barrier to the success of the proposed project is the lack of awareness. Many veterans do not have knowledge of the available services. In an effort to be proactive, the CVSO is focusing on attending Yellow Ribbon and Muster Briefing events so that soldiers are educated on resources before deployment rather than upon their return. In addition, at every outreach opportunity, the CVSO and staff are trained to identify and expertly refer all targeted veteran groups to appropriate resources. To further expand outreach, the CVSO will compile and distribute comprehensive information packets addressing Mental Health issues, Women Veteran Issues, Homeless and Lesbian, Gay, Bisexual and Transgender (LGBT) veteran issues at many other local events such as Job Fairs for veterans.

Other barriers will also occur, but the staff are ready to assist veterans to overcome their issues or concerns. The CVSO has worked to build an environment that not only will provide information and assistance with claims but a relationship of trust and safety. These relationships will help veterans open themselves up to talking which can provide staff information to decipher on what is not being said if a veteran is afraid of admitting they need care or when they seem to be feeling that getting help is a sign of weakness. Talking will also open the veteran up to discussing if there are any legal concerns they may have, at which point the CVSO's team can help by referring them for legal aid with Central California Legal Services (CCLS) that was mentioned above as a partner through the Vet Center.

#### Mental Health Service Future Plan

Once the funding period ends the CVSO and his team will continue to provide outreach for veterans at many major events listed above. The CVSO has also created a new website that will provide veterans access to Mental Health resources and request for referrals as a new method for outreach. The CVSO will continue to work on establishing new and stronger partnerships with organizations to provide MHS to veterans. The Veterans Service Office has also been spending time developing cross training and procedures so that when there are any staff changes, they are prepared to continue services without any adverse effects to veterans.

### Section D: Performance Assessment and Data

The CVSO will use multiple methods to track MHS provided to veterans using logs and VetPro. The CVSO and Staff will utilize a referral tracker and update on a weekly basis, all incoming and outgoing referrals, describing the action taken. The goal is to inform and assist veterans in getting the services they need, which will be tracked using event logs and referral screening logs.

#### Event Log

Throughout the year the CVSO team will be attending at least 40 outreach events to provide presentations to veterans and service members returning to the civilian world. During the events veterans and service members will be informed about what services are available to them and how the CVSO team can assist with accessing the services and completing claims for services. At each event staff will keep a log which includes event information such as date, event title, type of event, number of veterans participating, CVSO staff attending and time spent. With the log staff are able to analyze the reach of how many veteran/service members are being seen. The CVSO has enough experience to anticipate effective outreach events and to target outreach appropriately, however, if an event is not productive for mental health assessments, an analysis will be conducted with partners for improvements. In addition to the log providing CVSO data on how many veterans/service members are seen this information will be used, if awarded this grant, to report hours spent at outreach events and the cost associated to attend the event.

#### Referral Screening

All referrals for health care services will be tracked in the VetPro system. This will include referrals for MHS such as PTSD, MST and TBI. Staff will also complete a referral screening log for each veteran/service member in which a referral for MHS

is completed. Each staff member will complete the log when an assessment is completed with the date, veteran name, last 4 of the Social Security Number, Branch of Service, Type of Screening given (PTSD/MST/TBI), indicating that referral was done and who the veteran was referred to. This log will assist with evaluating if expectations are being met of the number of veterans screened (goal 2000) and referred (goal 400). With the evaluation of success, the CVSO can review whether action is needed to improve outreach for getting the veterans in for screening and assistance. In addition, this information will be used, if awarded this grant, to report hours spent completing screenings (30 minutes per a veteran) and the cost associated in completing the MHS screening.

**VetPro**

The CVSO will assist 200 veterans and their families in application/submittal of Service-Related Disability Compensation claims & Non-Service-Related Disability Pensions related to PTSD. These claims will be filed on VetPro which data will be collected via an adhoc report that will indicate the number of PTSD claims that are filed for a period of time.

The CVSO will assist 50 veterans along with the VJO in avoiding criminalization due to mental illness with MHS. Along with working in assisting this population with MHS claims the CVSO will also assist with verifying the completion of the MIL100 forms. Claims for this population will be recorded in VetPro in which data will be provided on an adhoc report from VetPro indicating the number of veterans that are incarcerated and track the MIL100 forms.

Performance Metric	Data Source	Goal	Quarter 1a	Quarter 2a	Quarter 3a	Mid- Program Review
Attend outreach events	Event log which indicates the date, event, attendee and cost.	40				
Mental Health In-House Screening for Referrals	PTSD/MST/TBI Referral Screening log which includes information on the client screened, whether a referral was done and where the client was referred.	400				
Mental Health Outreach Referrals	PTSD/MST/TBI Event log on the number of referrals completed for vets to obtain mental health services.	2000				
Application/submittal of Service Related Disability Compensation claims & Non-Service Related Disability Pensions related to PTSD	Adhoc Report from VetPro indicating the number of PTSD claims filed.	200				
Discussions or meetings related to veterans treatment court	MIL 100	100				
VJO Collaboration	Mental Health referrals for Incarcerated Veterans	50				
Performance Metric	Data Source	Goal	Quarter 1b	Quarter 2b	Quarter 3b	Final
Attend outreach events	Event log which indicates the date, event, attendee and cost.	40				

Mental Health In-House Screening for Referrals	PTSD/MST/TBI Referral Screening log which includes information on the client screened, whether a referral was done and where the client was referred.	400				
Mental Health Outreach Referrals	PTSD/MST/TBI Event log on the number of referrals completed for vets to obtain mental health services.	2000				
Application/submittal of Service Related Disability Compensation claims & Non-Service Related Disability Pensions related to PTSD	Adhoc Report from VetPro indicating the number of PTSD claims filed.	200				
Discussions or meetings related to veterans treatment court	MIL 100	100				
VJO Collaboration	Mental Health referrals for Incarcerated Veterans	50				

**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 \$110,000.00.
  - b) The first quarterly payment shall be made upon approval of the contract in the amount of \$13,750.00, the remaining seven (7) payments shall be made upon receipt of quarterly invoices by the CalVet Contract Manager.
  - c) Quarterly invoices shall be submitted no later than the following dates:

	<b>FY22/23 starts July 1, 2022</b>
1 <sup>st</sup> Quarter Invoice and Metrics (07/01/2022 – 9/30/2022)	<b>Due October 31, 2022</b>
2 <sup>nd</sup> Quarter Invoice and Metrics (10/01/2022 – 12/31/22)	<b>Due January 30, 2023</b>
3 <sup>rd</sup> Quarter Invoice and Metrics (01/01/2023 – 03/31/2023)	<b>Due April 28, 2023</b>
4 <sup>th</sup> Qtr. Invoice and Metrics Annual Progress Reports (04/01/23 – 06/30/23)	<b>Due July 31, 2023</b>  The mid-program report must summarize information from the quarterly reports, describe the accomplishments of the project, and describe next steps for implementing any plans for additional work identified during the funding period (mid-program reports are due with 4 <sup>th</sup> Quarter invoices and metrics.)

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

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

**Original Invoice**

**Approval Copy**

Department of Veterans Affairs CalVet Accounting Office 1227 O Street, Room 402 Sacramento, CA 95814	Department of Veterans Affairs Attn: Phillip Leggett 1227 O Street Sacramento, CA 95814
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**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**

<b>Fresno County Veterans Service Office</b>				
<b>Veterans Outreach Proposition 63</b>				
<b>Budget Form</b>				
<b>A. Personnel</b>				
<b>Position</b>	<b>Hourly Wage</b>	<b>Hrs/Mo Spent on Program</b>	<b>Mo/Yr Spent on Program</b>	<b>Cost</b>
County Veterans Service Officer (CVSO)	\$ 43.85	35	12	\$ 18,417.00
Veterans Service Representative (VSR) II	\$ 23.22	45	12	\$ 12,538.80
			<b>Total</b>	\$ 30,955.80
<b>B. Fringe Benefits</b>				
<b>Component</b>	<b>Rate</b>	<b>Annual Wage</b>		<b>Cost</b>
SDI (CVSO)	7.06%	\$ 18,417.00		\$ 1,300.24
UIB & WC (CVSO)	0.12%	\$ 18,417.00		\$ 22.10
Retirement (CVSO)	51.41%	\$ 18,417.00		\$ 9,468.18
Health/Life (CVSO)	14.03%	\$ 18,417.00		\$ 2,583.91
SDI (VSR)	6.81%	\$ 12,538.80		\$ 853.89
UIB & WC (VSR)	0.23%	\$ 12,538.80		\$ 28.84
Retirement (VSR)	58.02%	\$ 12,538.80		\$ 7,275.01
Health/Life (VSR)	17.84%	\$ 12,538.80		\$ 2,236.92
		<b>Total</b>		\$23,769.09
<b>C. Travel</b>				

Location	Purpose	Rate (Mileage Only)	Cost
Various Outreach Locations	Outreach	\$ 0.56	\$ 5,747.51
Various Collaborative Events	Collaborative	\$ 0.56	\$ 2,873.75
		<b>Total</b>	\$ 8,621.26
<b>D. Supplies</b>			
Items	Rate (Cost x Months)		Cost
Printing Cost for Brochures	\$144*12		\$ 1,728.00
Mailing Costs	\$59*12		\$ 708.00
Promotional Items	\$1,539*12		\$ 18,468.00
	<b>Total</b>		\$ 20,904.00
<b>E. Contracting</b>			
Name	Service	Rate (Cost/Individual x Individual x Days)	Cost
N/A			
		<b>Total</b>	
<b>F. Other</b>			
Item	Rate		Cost
Support Staff	\$35.03*156		\$ 5,464.68
	<b>Total</b>		\$ 5,464.68
<b>Totals</b>			
Section A: Personnel	\$ 30,955.80	Section D: Supplies	\$ 20,904.00
Section B: Fringe Benefits	\$ 23,769.09	Section E: Contracting	\$ 0
Section C: Travel	\$ 8,621.26	Section F: Other	\$ 5,464.68
		<b>Total Requesting</b>	\$ 89,714.83

**Appendix C – Budget Narrative**

<b>Fresno County Veterans Service Office</b> <b>Veterans Outreach Proposition 63</b> <b>Budget Narrative</b>
<b>Section A: Personnel</b>
CVSO (David Rose) and VSR's (Michelle Blevins, Rebecca Hawkins, Theresa Reese and Aimee Taylor) salary cost for 960 outreach hours which consist of 524 hours of outreach at Yellow Ribbon Reintegration Program events, Stand Downs, Job Fairs, Muster Briefings, Retirement Briefings, local college presentations, homeless veterans program presentations and National Guard Reserve Armories events/presentations in the area and 320 hours of one-on-one follow up with veterans and 116 hours of preparation and planning.
<b>Section B: Fringe Benefits</b>
The CVSO & VSR's benefit cost for 960 outreach hours. Benefits include Retirement, Unemployment and State Disability Insurance, Workers' Compensation, Life and Health Insurance and Administrative Benefits. Rates used to calculate benefit cost are based off of the County's benefit rates for FY 202122.
<b>Section C: Travel</b>
Travel is required because the events are held outside of the Veterans Service Office. Travel costs include mileage cost (at the current Fresno County rate) for the CVSO to attend approximately 55 outreach events including but not limited to: Yellow Ribbon Reintegration Program events, Stand Downs/Up, Job Fairs, Muster Briefings, Retirement Briefings, local college presentations, homeless veterans program presentations and National Guard Reserve Armories events/presentations.
<b>Section D: Supplies</b>
Supply cost for the printing of tri-fold color brochures and business cards to be distributed at the various outreach events. Promotional items costs (pens, pencils, bags, banners, tarps, etc.) to be given away at outreach events to promote the VSO mental health outreach activities. Postage cost for mailing follow up materials, appointment letters and informational flyers. The calculation for these totals are based on the average of actuals divided by the percent of time spent on mental health outreach and collaborative events (23%) and Promotional items cost will 100% be for mental health outreach.
<b>Section E: Contracting</b>
N/A

**Section F: Other**

Average support staff salary and benefit cost (\$35.03 per hour) for 3 hours of administrative support a week (e.g. phone calls, photocopies, follow-up).

# General Terms and Conditions (GTC 04/2017)

## EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

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

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

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

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

**1. EXCISE TAX**

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

**2. STATUTORY AND REGULATORY PROVISIONS**

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

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

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

**3. EXAMINATION AND AUDIT**

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

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

C. Books and records include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Contract, including working papers, reports, financial records, and books of account, Medical Records, prescriptions files, Subcontracts, and any other documentation pertaining to medical and non-medical services for residents of the Home. Upon request, at any time during the term of this Contract, the Contractor shall furnish any record or copy.

**4. RESOLUTION OF DISPUTES**

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

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

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

information required by the Undersecretary within the time period specified above shall constitute waiver by the Contractor of all claims.

- E. Attorney's fees and costs for any dispute or subsequent trial shall be borne by the respective parties. Both parties waive trial by jury, and any trial in superior or municipal court shall be by a judge alone. Any litigation arising out of this Contract shall be conducted in a California Court pursuant to California law.
- F. Contractor shall continue with the responsibilities under this Contract during any dispute.

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

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

**6. POTENTIAL SUBCONTRACTORS**

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

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

**7. INSURANCE REQUIREMENTS**

- A. Upon contract award, contractor must furnish to the State an original certificate(s) of insurance stating that the contractor has the following types of coverage, if applicable:
  - 1) Commercial General Liability: Combined Single Limit (CSL) for no less than \$1,000,000 per occurrence for bodily injury and property damage. The policy must include coverage for liabilities arising out of premises, operations, independent contractors, products/completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the contractor's limit of liability.
  - 2) Professional Liability: (Applies to any contract in which the work is of a professional nature such as, but not limited to, physicians, architects, engineers, accountants, or consultants) Covering any damages caused by an error, omission, or any negligent acts. Limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.
  - 3) Automobile Liability (Applies to any contract in which the contractor will likely use a vehicle to complete the project or drive a vehicle onto State property): Limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of an automobile including owned, hired, and non-owned autos.
    - a) MCS90 endorsement on the Automobile policy (**required whenever contractor will be transporting Hazardous materials i.e. Pest Control and Waste contracts.**)
  - 4) Pollution Liability/Environmental Impairment Liability (Applies only to Pollution Contracts – i.e. Pest Control and Waste Contracts): In addition, the certificate evidencing general liability must include

evidence of one of the following if applicable to the service:

- a) Pesticide/Herbicide Endorsement, OR
  - b) An endorsement deleting the general liability pollution exclusion, OR
  - c) A separate environmental/pollution liability policy with limits not less than \$1,000,000 covering bodily injury and property damage from pollution and related clean-up costs incurred arising out of the work or services to be performed under this contract.
- 5) Workers' Compensation (Mandatory for all Contractors who have at least one employee): Contractor shall maintain workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Contractor shall furnish a certificate for Workers' Compensation issued by an insurance carrier licensed to write Workers' Compensation insurance in the State of California, including the name of the carrier and the date of expiration of insurance, or a Certificate of Consent to Self-Insure issued by the Department of Industrial Relations.
- 6) Fidelity Bond/Crime Insurance: (Applies only to contracts handling State money or securities – i.e. Armored Car Service Contracts) Contractor shall maintain Employee Dishonesty and, when applicable, Inside/Outside Money & Securities coverages for state-owned property in the care, custody and control of the Contractor. Coverage limits shall not be less than the amount scheduled in the contract. The policy shall include as Contractor. Coverage limits shall not be less than the amount scheduled in the contract. The policy shall include as loss payee the California Department of Veterans Affairs
- 7) The certificate(s) of insurance shall be on an ACORD form, or equivalent, and must show "occurrence" coverage. The certificates of insurance must also contain all of the following provisions:
- a) Name and address of the insurance company, policy number, and beginning and ending dates of the policy.
  - b) Statement that the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.
  - c) Statement that the State of California, its officers, agents, employees, and servants are included as additional insured on the policy, but only insofar as the operations under this contract.
- 8) Contractor agrees that any insurance herein provided shall be in full force and effect at all times during the term of the contract. In the event said insurance coverage expires at any time during the term of this contract, Contractor agrees to provide, at least ten (10) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. In the event contractor fails to keep in effect at all times insurance coverage herein provided, State may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event, subject to the provisions of the contract.
- 9) Contractor shall notify the State within five (5) days if any insurance coverage identified in the contract is altered in any way.

## 8. **RIGHT TO TERMINATE**

- A. The State reserves the right to terminate this Contract subject to thirty (30) days written notice to the Contractor. Contractor may submit a written request to terminate this Contract only if the State should substantially fail to perform its responsibilities as provided herein. However, the Contract can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

B. This Contract may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

**9. FORCE MAJEURE**

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

**10. EVALUATION OF CONTRACTOR**

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

**11. SB/DVBE PARTICIPATION**

In accordance with requirements set forth by the State, the CalVet shall enforce all laws, rules, and regulations pertaining to this program. It is the Contractors responsibility to provide CalVet with all required documents as outlined in this agreement. The CalVet reserves the right to contact each SB and DVBE identified by the Contractor to verify compliance. Failure to meet SB/DVBE requirements under Exhibit B, and Exhibit C (GTC 04/2017), paragraphs 19.a and 19.b. may deem the Contractor to be non-responsible and rejected from future bid and contract opportunities with the CalVet.

**12. LICENSES AND PERMITS**

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

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

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

**13. CONSULTANT – STAFF EXPENSES**

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

**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.

FOR ACCOUNTING USE ONLY:

ORG No.: 1125  
Account No.: 3480  
Subclass: 17230  
Fund: 0065