

VETERAN MENTAL HEALTH OUTREACH

1. INTRODUCTION/SERVICES

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

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall provide the following services.

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

3. INDEPENDENT CONTRACTOR STATUS

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

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 San Bernardino
Ralph Duarte, CVSO
222 W. Hospitality St. 3rd floor
San Bernardino, CA 92415
Phone: (909) 382-3290
Email Address: Ralph.Duarte@va.sbcounty.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

Section A Statement of Need

Southern California has one of the largest concentrations of military veterans in the nation, with 750,000 Veterans residing in the counties of Orange, Los Angeles, San Diego, and Riverside. Sadly, California has the most veterans living on the streets in the US with the greatest concentration in Southern California. The relationship between homeless and veteran suicide documented in multiple studies describes a current crisis of co-occurrence for veterans. A 2019 US Department of Veterans Affairs study found that: "Housing instability (measured as concern over being able to pay rent or a mortgage) is also associated with suicide." Additionally, a recent study conducted by Purdue University has found that when comparing the Veteran and non-Veteran populations in 2020, the suicide rate (adjusting for age and sex differences) was approximately 57% higher among Veterans than non-Veterans."

https://measuringcommunities.org/files_uploaded/2019_MeasuringCommunitiesReport-Standard.pdf

The veteran population that VLI serves spans all eras of service: Post 9/11, Gulf War, Vietnam Era, Korean War, and World War II. At least 30% of the veteran population reports some level of disability and over 65% are older veterans. VLI serves veterans who are at 200% of the federal poverty level. The average hourly rate for an attorney in California is between \$144.00 and \$422.00 an hour. At these rates, VLI's clients cannot afford life-changing legal services and protections.

To reach transitioning service members, veterans, and their families, the San Bernardino VSO will host a monthly free legal clinic dedicated to outreach which removes barriers for those who may not have reliable transportation, internet, or phones. Through a continuing MOU with VLI, San Bernardino VSO will focus on homeless and/or low-income clients whose access to or maintenance of mental health treatment requires direct legal aid, which clients could otherwise not afford. Low-income clients often earn on average less than \$1,500 per month. We expect to continue to serve veterans living with significant mental health issues.

Participants will be identified and engaged during intake interviews and/or referrals. We expect that service members, family advocates, or collaborating agency referrals will request legal assistance related to mental health issues.

Section B: Proposed Service/Project

Project's Purpose:

The purpose of the Veterans Free Legal Clinic is to provide outreach for transitioning service members, veterans (including those attending California Community Colleges), and their families to remove legal barriers preventing access to or maintenance of mental and physical health care.

Project's Goals:

1. Increase the number of clients receiving access to mental health treatment as a result of civilian or military legal barriers being removed.
2. Increase the number of clients receiving mental health resource information.
3. Quantify the number of transitioning clients requesting free legal aid to access mental health treatment.

4. Quantify the number of underrepresented clients requesting free legal aid to access mental health treatment.

Project's Objectives:

1. Host a monthly, 3-hour, free legal aid clinic primarily via phone, with the option for on site if needed, for a total of 12 clinics over the course of a full calendar year; a total of 24 clinics over the 2-year project. VLI will also accept incoming referrals, including those related to veterans benefits and disability claims among other related issues.
2. Provide capability to directly serve up to 9 clients/families per clinic.
3. Offer 100% of clients mental health resource information (flyers, brochures) on local, state, and federal levels.
4. Clinics are both in person and virtual, primarily over the phone. For veterans who require additional compassionate support, VLI invites them to the VLI office in Tustin, and they are seen by appointment in a physically distanced and sanitized setting to handle complicated interviews, document preparation and more.

Services:

Though the clinic will be held primarily over the phone, San Bernardino VSO will provide office space if needed, set and greet appointments, and inform clients about local mental health resources. Clients and/or their family members can make appointments by phone or walk in during clinic hours. Collaborating agencies can make referrals. To help publicize the free legal clinics, the San Bernardino VSO will advertise dates and hours on website and posted flyers. For those clients who cannot attend the clinic times and require legal advice, San Bernardino VSO will refer clients to VLI for care.

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

Section C: Proposed Implementation Approach

Anticipated Impact:

The San Bernardino VSO and VLI expects the Veterans Free Legal Clinics will address 12 of the 13 recommendations described in Section 1B. Because this clinic will focus on outreach activities and removing legal barriers to access, the recommendation that San Bernardino VSO and VU cannot meet is incorporating best practices for mental health treatment. However, we will ensure our clients receive information and referrals to local providers who already follow the Substance Abuse and Mental Health Services Administration's evidence-based programs and practices.

To further address the Section I B recommendations, San Bernardino VSO and VLI will be able to:

1. Leverage office space (as needed), websites, and social media presence to provide widest range of information on mental health service for transitioning and underrepresented service members, veterans, and families.

2. Leverage current federal, state, and community-based service providers and institutions of higher learning. VLI has long-standing relationships with Community Colleges and Veterans Resource Centers throughout Southern California.
3. Enhance access to mental and physical healthcare of veterans and families by removing legal and administrative barriers for veterans and families.
4. Reduce stigmas and promote programs to empower mental health by fully utilizing our proven peer support approach.
5. Promote programs that encourage early intervention of mental health needs to seek help by leveraging relationships with evidence based mental health organizations at local, state, and national levels.
6. Promote services to veterans who are "justice involved," specifically criminal diversion and veteran treatment court participation with leveraged relationships with Court and pro bono attorney base.
7. Identify and provide referrals for underserved populations by leveraging paid and volunteer staff, as well as established cadre of over 80 pro bono attorneys.
8. Provide homeless veterans with housing support that includes mental health care by using existing collaborations- eg. VLJ's relationships with Affordable Housing Access and Volunteers of America (which has repeated success in securing up to 5 month's rent to help stabilize housing).
9. Reducing eligibility and enrollment barriers through expert staff in Veterans Affairs and legal services.
10. Assist CalVet in optimizing system-wide health care delivery specifically in the area of access through VLI's Clio system and experienced data analysis/program management volunteers.
11. Meet all application and reporting deadlines using our current staff and volunteer resources, which can include cloud sharing data and files.

Relevant Results:

Achieving the goals of the Veterans Free Legal Clinics will produce meaningful results by empowering our clients and their families to realize their potential for full, self-sufficient, and connected lives. When access to legal aid is made to those who could otherwise not afford it, lives are changed - one individual or family at a time. San Bernardino VSO and VLI are visible in the veteran community. Including 12 additional free legal clinic dates will increase access, availability, and outreach for service members or family advocates by leveraging our combined resources and collaborations. A large amount of VLI clients continue to be served via mobile clinics with requests including veterans benefits, estate planning, housing, family law, consumer law and expungements and ages ranging from 19 to 103 with an average of 51 years of age. Having access to a legal advocate during the pandemic has been life-changing and life-saving for veterans who have been experiencing even greater levels of anxiety, confusion, and isolation from the complications of losing income, confusion with eviction protections, interruptions to healthcare, Court and government agency closures and more.

These veterans have been at increased risk of homelessness, hopelessness and suicide.

Facilitating Screening, Assessment, and Referrals:

San Bernardino VSO and VLI will work in tandem with our local evidence-based practitioners.

Unduplicated Individuals:

The Veterans Free Legal Clinics will serve up to 80 unduplicated individuals annually for a total of up to 160 over the 2-year project period. Services that will be provided are informing and referring clients to mental health resources and removing legal barriers to mental health care. The legal barriers may be general civilian, military specific, or justice involved. The anticipated outcome is that these clinics will increase the number of homeless, low income, disabled, and/or at-risk clients who can access or maintain mental health care.

Other Organizations:

Veterans Legal Institute will be the primary collaborator. Their role and responsibilities will be to handle all qualified client legal issues so that our target clients and families can increase wellness, both mentally and physically. We understand there are complex factors leading to being justice involved, homeless, and/or low income that legal intervention can turn around.

Potential Barriers:

We expect to navigate barriers with time, combat experience, and gender.

For time, an average case can take 15 hours before being resolved. In Military Sexual Trauma, this average jumps to 500 hours because of case complexity. In addition, legal assistance can range from needing a week to 9 months to complete. So, reporting the dollar amount or verification of access to life empowering mental health care will be affected. This can be overcome with categorizing cases as initiated, in progress, and completed.

Successful Prior Experience:

VLI has a history of depth and success with multiple strategic outreach clinics through Orange, Los Angeles, San Bernardino and Riverside Counties. Veterans have been grateful for the support and have shared:

"Thank you so much for your support to us veterans. You relieve the stress of legal issues."

"I truly appreciate all the help that VLI has provided. It has made all the difference in the world and now I have a second chance to get my affairs in order and have a successful future."

VLI hosts clinics at Saddleback College, the City of Mission Viejo, Long Beach Veterans Administration Hospital, and many more. Each of the clinics has the primary purpose of outreach, presentations, and one on one meetings to remove legal barriers preventing transitioning service members, veterans, and their families from being self-sufficient. VLI has empowered their clients to stay in homes, gain educational benefits, receive health care, and improve employment. Further, VLI has experience in serving student veterans, transitioning service members and veterans who are women, justice involved, and those who self-identify as Native American and LGBTQ.

Sustainability Plan:

San Bernardino VSO and VLI are committed to continuing outreach and direct service based on VLI's success with this grant over the past three years. VLI will leverage existing relationships with Community Colleges, direct donations, an increasing volunteer development base for grant writing and fundraising, our annual Lawyers for Warriors Networking and Fundraising Event which now sells out to over 400 attendees, return investments with ongoing support from the Orange County Bar Association Charitable Fund and the State Bar of California amongst others, and new grant and fellowship opportunities.

Section D: Performance Assessment and Data

VLI will collect, manage, and assess data using their detailed intake form and extensive computer reporting system called Clio.

VLI's intake form is kept on file and documents:

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

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 \$80,000.00.
 - b) The first quarterly payment shall be made upon approval of the contract in the amount of \$10,000.00, 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:

	FY24/25 starts July 1, 2024
1 st Quarter Invoice and Metrics (07/01/2024 – 9/30/2024)	Due October 31, 2024
2 nd Quarter Invoice and Metrics (10/01/2024 – 12/31/24)	Due January 30, 2025
3 rd Quarter Invoice and Metrics (01/01/2025 – 03/31/2025)	Due April 28, 2025
4 th Qtr. Invoice and Metrics Annual Progress Reports (04/01/25 – 06/30/25)	Due July 31, 2025 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 th Quarter invoices and metrics.)

	FY25/26 starts July 1, 2025
1 st Quarter Invoice and Metrics (07/01/2025 – 9/30/2025)	Due October 31, 2025
2 nd Quarter Invoice and Metrics (10/01/2025 – 12/31/25)	Due January 30, 2026
3 rd Quarter Invoice and Metrics (01/01/2026 – 03/31/2026)	Due April 28, 2026
4 th Qtr. Invoice and Metrics Annual Progress Reports (04/01/26 – 06/30/26)	Due July 31, 2026 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 (Annual Progress Reports are due with 4 th Quarter invoices and metrics.)

- 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:
- 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 Cal/Vet 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

- 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.
- 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

San Bernardino County Veterans Service Office Veterans Legal Institute Budget Form				
A. Personnel				
Position	Hourly Wage	Hrs/Mo Spent on Program	Mo/Yr Spent on Program	Cost
[Insert Position]	[Insert Wage]	[Insert Hours]	[Insert Months]	[Insert Cost]
			Total	[\$[Insert Cost]]
B. Fringe Benefits				
Component	Rate	Annual Wage	Cost	
[Insert Component]	[Insert Rate]	[Insert Annual Wage]	[Insert Cost]	
		Total	[\$[Insert Cost]]	
C. Travel				
Location	Purpose	Rate (Mileage Only)	Cost	
[Insert Location]	[Insert Purpose]	[Insert Rate]	[Insert Cost]	
		Total	[\$[Insert Cost]]	
D. Supplies				
Items	Rate (Cost x Months)	Cost		
[Insert Items]	[Insert Rate]	[Insert Cost]		
	Total	[\$[Insert Cost]]		
E. Contracting				
Name	Service	Rate (Cost/Individual x Individual x Days)	Cost	
Veterans Legal Institute	Free Legal Services	\$531.25/individual x up to 80 individual per year x 2	\$80,000	
[Insert Contractor]	[Insert Service]	[Insert Rate]	[Insert Cost]	
		Total	\$80,000	
F. Other				

Item	Rate	Cost
[Insert Item]	[Insert Rate]	[Insert Cost]
	Total	[\$[Insert Cost]
Totals		
Section A: Personnel	[Insert Cost]	Section D: Supplies [Insert Cost]
Section B: Fringe Benefits	[Insert Cost]	Section E: Contracting \$80,000
Section C: Travel	[Insert Cost]	Section F: Other [Insert Cost]
		Total Requesting \$80,000

Appendix C – Budget Narrative

<p>San Bernardino County Veterans Affairs Veterans Free Legal Clinics Budget Narrative</p>
Section A: Personnel
[Insert Text Here]
Section B: Fringe Benefits
[Insert Text Here]
Section C: Travel
[Insert Text Here]
Section D: Supplies
[Insert Text Here]

Section E: Contracting

San Bernardino VSO does not have legal staff and will contract with Veterans Legal Institute (VLI) - who is a military specific, pro bono legal aid organization with a history of serving our San Bernardino veterans when they have had no other recourse to free legal aid. While other public interest firms assist low-income clients in San Bernardino County, they do not have a publicized focus on veterans or specialized veteran programs or units. As such, VLI has unique and successful experience empowering our transitioning, student, and underrepresented veterans and is capable of travel to San Bernardino County VSO if needed to provide the monthly on-site clinic while managing legal cases from its home office in Santa Ana, CA. Since its founding in 2014, VLI has opened over 10,000 cases and restored over three million dollars in veteran benefits.

1. EXCISE TAX

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

2. STATUTORY AND REGULATORY PROVISIONS

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

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

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

3. EXAMINATION AND AUDIT

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

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

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

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

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. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

16. 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.