

# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
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By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
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## CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

## 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 (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 San Bernardino  
Rachel Hay, CVSO (Interim)  
222 W. Hospitality Ln, 3<sup>rd</sup> Fl  
San Bernardino, CA 92415  
Phone: (909) 382-3288  
Email Address: [Rachel.hay@va.sbcounty.gov](mailto:Rachel.hay@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

**San Bernardino County Veterans Affairs**

**Veterans Free Legal Clinics**

Program Narrative

**Section A: Statement of Need**

Southern California has one of the highest veteran populations in the nation. The most recent Community Indicators Report for 2020 shows San Bernardino County is home to over 101,000 veterans, which is 4.4% of San Bernardino County's population. In addition, nearly 7% of San Bernardino County veterans are living below the poverty line, with 4% being unemployed. The veteran population spans all eras of service: Post 9/11 (24%), Gulf War (22%), Vietnam Era (33%), Korean War (5%), and World War II (2%). At least 32% of the veteran population reports some level of disability and over 44% are older veterans aged 65 and up. Minority and women veterans are disproportionately affected by homelessness. In recent years, the Veterans Administration Hospital in Long Beach recognized women veterans are their fastest growing group. Recent studies note Military Sexual Trauma (MST) is greatly under reported, and women veterans are more likely to commit suicide than civilians.

To reach transitioning service members, veterans (including those attending Community Colleges), and families, San Bernardino County Veterans Affairs (VA) will host a monthly free legal clinic at the VA's office dedicated to outreach removing barriers for those without reliable transportation, internet, or phones. Through a continuing Memorandum of Understanding (MOU) with Veterans Legal Institute (VLI), the VA will focus on homeless and/or low-income clients whose access to or maintenance of mental health treatment requires direct legal aid, they could otherwise not afford. Low income clients may earn on average less than \$1,500 per month. Veteran college students may be living in cars, couch surfing, or living frugally on their educational benefits. We expect to continue to serve veterans living with significant mental health issues. Veterans who do exceed low or moderate income (LMI) will be provided with general advice and counsel with referrals to veteran advocate attorneys. The geographic area focus is San Bernardino County.

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

The VA has an ongoing relationship with the six Community Colleges in the county. The VA has implemented a Welcome Home Program in May 2020 which provides veterans newly discharged from active duty information for county and local services available to them and

their families at no cost. Community colleges include: San Bernardino Valley, Crafton Hills, Chaffey, Victor Valley, Copper Mountain, and Barstow.

VLI has significant impact as one of the few public interest law firms in the nation dedicated to veterans. Since its founding, VLI has opened over 8,000 cases and restored over two and a half million dollars in veterans benefits, with over 572 cases for San Bernardino County veterans when they had no other recourse. VLI co-sponsors veteran summits, provides leadership in local collaborations and Orange County Veterans and Military Families Collaborative, receives significant awards, is recognized by California as a “multiple activity provider,” and regularly offers the 3-hour VA Accreditation course.

#### **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 on site at the VA, 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 currently virtual and will resume in person when safe to do so. Free legal services and clinics continue virtually with the support of telephone appointments, Zoom, and increased proactive email and US Postal Service mail. 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:

In support of the clinics, the VA will provide office space, 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 VA will advertise dates and hours on their website and post flyers. For those clients who cannot attend the clinic times and require legal advice, VA will refer clients to VLI for care.

VLI will provide free legal aid for the monthly clinic held at the VA 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 VA and VLI expects the Veterans Free Legal Clinics will address 12 of the 13 strategies described in Section 1B. Because this clinic will focus on outreach activities and removing legal barriers to access, the recommendation that the VA and VLI 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 1B recommendations, San Bernardino Veterans Affairs and VLI will be able to:

1. Leverage office space, 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 within the community college network and continues to develop new relationships with Veterans Resource Centers in the Community Colleges in San Bernardino County.
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 leveraging 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 - which includes close collaboration with David Ruegg, Esq, who is connected to the East West Family Law Council, the San Bernardino Bar, and Riverside Bar.
8. Provide homeless veterans with housing support that includes mental health care by using existing collaborations- eg. VLI’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. The VA 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. In fiscal year 2019-20, 98 veterans were served by VLI, and in FY 2020-21, 108 veterans were served by VLI. In 2021, at least 30% of VLI clients were served through its mobile clinics due to the COVID-19 pandemic; requests included veterans benefits, estate planning, housing, family law, consumer law and expungements; ages ranged from 19 to 103 with an average of 51 years of age; and improved the quality of life for over 350 dependent children. 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:

The VA 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. VLI has included a letter of support.

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:

Through VLI, the VA's Mental Health Outreach has been able to serve 216 veterans as of December 31, 2021.

VLI has a history of depth and success with multiple strategic outreach clinics through Orange, Los Angeles, San Bernardino and Riverside Counties. VLI is in its fourth year of operations of Proposition 63 MHSAs funded clinics at the OCVSO location, and is halfway through its second successful year in San Bernardino and Riverside where clinics are booked several

months in advance. VLI has managed over 572 matters for San Bernardino County veterans to date. 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, in partnership with the Starbucks Armed Forces Network, was the first to bring “Military Mondays” to the West Coast and has successfully run a clinic at the Veterans Administration in Long Beach and a clinic across from Santa Ana’s homeless quarter.

In addition, VLI hosts clinics at Saddleback College and the City of Mission Viejo. In October 2016, VLI added a North County Vet Clinic. 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 LGBTQI.

Since July of 2019, VLI has successfully conducted clinics at the VA office. Veterans were prescreened to ensure they would have all the necessary documentation for the VLI attorneys, and all appointment times were coordinated by VA staff prior to VLI arriving on site. In addition, a large conference room was provided for VLI to conduct their in person interviews with the veterans. Once the legal clinics were changed to virtual in March of 2020 due to the ongoing pandemic, VLI continued their uninterrupted legal aid for veterans by telephone. Conducting the legal clinics via telephone did not affect a decrease in veterans being seen, but actually ensured that VLI could provide legal services to more veterans due to the efficiency of the telephone. The VA collaborated with VLI staff to support virtual operations, ensuring that veterans received the support they needed, eliminating any confusion or anxiety veterans might have had due to COVID-19.

Sustainability Plan:

VA 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 and 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.

Clio defines various types of outcomes/outputs for education, employment, housing, and healthcare -- including specificity for mental health. For general civilian legal issues, Clio reports on money won, money waived, reason closed, and how the case was resolved. In military specific areas, Clio measures outcome achieved and what types of benefits are newly achieved as a direct result, whether monetary or in terms of benefits now accessible.

Performance Metric	Data Source	Goal	Quarter 1A	Quarter 2A	Quarter 3A	Mid-Program Review
#1) Increase number of clients receiving legal aid to remove legal barriers	Data will come from VLI as they	Up to 80 unduplicated clients/year for a total of				

preventing access to or maintenance of behavioral healthcare.	use intake forms and update results in Clio.	160 by the end of the project.				
#2) Increase number of clients receiving mental health resource information	Data will come from VLI staff reports on clinic activity.	100% of clients will be offered mental health resource brochures and flyers				
#3) Quantify number of transitioning clients.	Data will come from VLI as the complete intake forms and update Clio.	100% of target clients will be included in counts.				
#4) Quantify number of underrepresented Veterans referred to evidence based mental health professionals. To include women Veterans, Native American Veterans, LGBTQI Veterans, Other Than Honorable Discharged Veterans, and Justice Involved Veterans.	Data will come from VLI as they use intake forms and update Clio.	100% of target clients will be included in count.				

<b>Performance Metric</b>	<b>Data Source</b>	<b>Goal</b>	<b>Quarter 1B</b>	<b>Quarter 2B</b>	<b>Quarter 3B</b>	<b>Final</b>
#1) Increase number of clients receiving legal aid to remove legal barriers preventing access to or maintenance of behavioral healthcare.	Data will come from VLI as they use intake forms and update results in Clio.	Up to 80 unduplicated clients/year for a total of 160 by the end of the project.				
#2) Increase number of clients receiving mental health resource information	Data will come from VLI staff reports on clinic activity.	100% of clients will be offered mental health resource brochures and flyers				
#3) Quantify number of transitioning clients.	Data will come from VLI as the complete intake forms and update Clio.	100% of target clients will be included in counts.				
#4) Quantify number of underrepresented Veterans referred to evidence based mental health professionals. To include women Veterans, Native American Veterans, LGBTQI Veterans, Other Than	Data will come from VLI as they use intake forms and update Clio.	100% of target clients will be included in count.				

Honorable Discharged Veterans, and Justice Involved Veterans.						
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**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 \$94,000.00.
  - b) The first quarterly payment shall be made upon approval of the contract in the amount of \$11,750.00, 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.)

- 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 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**

- 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**

<b>San Bernardino County Veterans Affairs Veterans Free Legal Clinics 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>
Executive Secretary II	\$28.36	18.73	24 Months	\$12,750
			<b>Total</b>	
<b>B. Fringe Benefits</b>				
<b>Component</b>	<b>Rate</b>	<b>Annual Wage</b>	<b>Cost</b>	
		<b>Total</b>		\$
<b>C. Travel</b>				
<b>Location</b>	<b>Purpose</b>	<b>Rate (Mileage Only)</b>	<b>Cost</b>	
		<b>Total</b>		\$
<b>D. Supplies</b>				
<b>Items</b>	<b>Rate (Cost x Months)</b>			<b>Cost</b>
	<b>Total</b>			
<b>E. Contracting</b>				
<b>Name</b>	<b>Service</b>	<b>Rate (Cost/Individual x Individual x Days)</b>		<b>Cost</b>
Veterans Legal Institute	Free Legal Services	\$531.25/individual x up to 80 individuals per year x 2 years		\$85,000
		<b>Total</b>		\$85,000

<b>F. Other</b>			
<b>Item</b>	<b>Rate</b>	<b>Cost</b>	
	<b>Total</b>		
<b>Totals</b>			
Section A: Personnel		Section D: Supplies	
Section B: Fringe Benefits		Section E: Contracting	
Section C: Travel		Section F: Other	
		<b>Total Requesting</b>	\$97,750

**Appendix C – Budget Narrative**

<b>San Bernardino County Veterans Affairs</b> <b>Veterans Free Legal Clinics</b> Budget Narrative	
<b>Section A: Personnel</b>	
<p>The VA provides administrative support for the legal clinic throughout the month. These tasks are the major tasks performed by staff:</p> <ol style="list-style-type: none"> <li>1. Make appointments for veterans.</li> <li>2. Respond to telephone calls to explain the program and services offered.</li> <li>3. Call veterans to confirm their appointment the day prior to the clinic.</li> <li>4. Setup each of the two conference rooms with a copy machine, scanner, and printer.</li> <li>5. Provide administrative support to VLI attorneys.</li> <li>6. Assist veterans with completing the legal clinic intake form prior to appointment.</li> <li>7. Hand out and collect evaluation form.</li> <li>8. Escort veterans to and from VA lobby to conference room for appointment.</li> </ol> <p>Hourly breakdown during each month:                      Day of clinic – 8 hours                      Clinic scheduling support: 10.7 hours                      Executive Secretary II cost - \$28.36 per hour                      Annual Support hours: 224.76                      Annual Support cost: \$6,375 x 2 year project period = \$12,750</p>	
<b>Section B: Fringe Benefits</b>	
<b>Section C: Travel</b>	

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**Section D: Supplies**

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**Section E: Contracting**

The VA 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 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 8,000 cases and restored over two and a half million dollars in veteran benefits. In 2021, VLI recovered or restored over \$1.3MM in monetary benefits. VLI has managed over 572 matters for San Bernardino veterans. VLI’s client population is 16% women veterans, which is double the estimate of women veterans making up 8% of the total veteran population in California.

All of the management has military experience and most of the staff are either veterans or veteran spouses. VLI uses a standard intake form. VLI will complete all work in house and will reach out to other pro bono attorneys in San Bernardino County for specialized areas of the law if needed. No veteran in need will ever receive a bill. In this way, VLI validates recent published findings that veterans accept more resources and have better outcomes through peer contact.

VLI will leverage their matching grants and leadership collaborations. This will include VLI’s continuing partnerships with the Orange County Bar Association Charitable Fund, the State Bar of California with IOLTA/EAF funding, and build upon the network and history of collaboration in The Orange County Veterans and Military Families Collaborative which represents over 80 organizations, many of which have relationships with San Bernardino County organizations. VLI has a platinum rating with Guidestar, and is accredited through The Patriots Initiative.

Further, VLI will leverage its relationships with San Bernardino County attorneys in private practice. David Ruegg, Esq has already expressed commitment to coordinating pro bono attorneys in his San Bernardino and Riverside County bar groups and East West Family Law Council. Mr. Ruegg has also received confirmation that multiple attorneys with Holstrom, Block & Parke, APLC will support the San Bernardino VSO clients. They include Dayn

Anthony Holstrom, Esq., Ronald Burton Funk, Jr., Esq., and Michelle M. Brooker, Esq. Many of these attorneys practice in both Riverside and San Bernardino County.

The contract will be through a Board of Supervisors' approved MOU between the County VA and VLI. VLI will provide the legal services to transitioning and underrepresented veterans through 12 monthly clinic dates and referrals over the course of one calendar year, for a total of 24 in the 2-year period. From VLI's past experience, they expect to serve up to 80 unduplicated veterans over the course of the clinics and referrals per year, for a total of up to 160 unduplicated veterans over the 2-year period. MHSA 2022/2023/2024 funding will cover personnel costs to provide direct legal services, including recruitment and coordination of pro bono attorneys. VLI will leverage other expenses for fringe, necessary insurances and malpractice, postage, printing, legal software, internet, and training through other funding sources. Conservatively, a client receives an average value of \$400 per hour in private bar rates that the veteran would otherwise not be able to afford. VLI will leverage managing attorney, law clerks, and data.

Contracting:

Approximately 0.70 FTE Staff Attorney at base salary of \$60,570 per year x 2 years = \$85,000  
Total requested = \$85,000

Total cost per individual = \$85,000/160 projected clients over project = \$531.25/individual

**Section F: Other**

# 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.