

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20XS0010

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Veterans Affairs

CONTRACTOR NAME

County of Sonoma

2. The term of this Agreement is:

START DATE

July 1, 2020

THROUGH END DATE

June 30, 2022

3. The maximum amount of this Agreement is:

\$283,280.00

Two Hundred Eighty-Three Thousand Two Hundred Eighty and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit A-1	Program Narrative	7
Exhibit B	Budget Detail and Payment Provisions	3
+ - Exhibit B-1	Budget Form/Narrative	3
+ - Exhibit C *	General Terms and Conditions (GTC 04/2017)	*
+ - Exhibit D	Special Terms and Conditions	6

*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

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

County of Sonoma

CONTRACTOR BUSINESS ADDRESS

3600 Westwind Boulevard

CITY

Santa Rosa

STATE

CA

ZIP

95403

PRINTED NAME OF PERSON SIGNING

Karen Fies

TITLE

Sonoma County Human Services Dept. Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

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

AGREEMENT NUMBER 20XS0010	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME California Department of Veterans Affairs			
CONTRACTING AGENCY ADDRESS 1227 O Street	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING David R. Gerard	TITLE Chief, Facilities & Business Services Division		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)  SCM Vol. 1 § 4.06		

## **VETERAN MENTAL HEALTH OUTREACH**

### **1. INTRODUCTION/SERVICES**

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

### **2. CONTRACTOR'S RESPONSIBILITIES**

Contractor shall provide the following services.

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

### **3. INDEPENDENT CONTRACTOR STATUS**

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

Sonoma County Veterans Service Office  
Mark G. Orlando, CVSO  
3725 Westwind Blvd, Suite 100  
Santa Rosa, CA 95402-4059  
Phone: (707) 565-5955  
Email: morlando@schsd.org

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.

**Sonoma County Veterans Service Office**

**Section A: Statement of Need**

Sonoma County's population has steadily climbed to more than 504,000 people, with more than 26,000 veterans residing throughout the region.<sup>1</sup> The 2019 Homeless Census reported 210 homeless veterans, 43% of whom self-reported having PTSD, 40% with mental health issues, and 33% with substance use issues.<sup>2</sup>

Post 9/11 veterans, many of whom can be found on California's Junior College campuses, suffer from unique mental health issues, and continue to face barriers in addressing these issues. 20% of Post 9/11 veterans suffer from at least one mental health issue—many of these issues leading to an inability to procure medical care, an inability to pay bills, higher rates of substance abuse, and above-average suicide rates.<sup>3</sup>

Veterans experiencing mental health issues face a barrage of barriers to accessing mental health care, stable housing, and stable employment.

Veterans with less than honorable discharges are at high risk of homelessness.<sup>4</sup> Further, many veterans face additional legal issues that create barriers to successful living and access to care. Without free or low-cost legal assistance in Sonoma County, this vulnerable sector of the veteran population is subject to additional stressors, leading to higher incidents of mental health crises.<sup>5</sup>

Veterans who have experienced extreme trauma have limited access to care in Sonoma County, especially student veterans who may not have access to transportation, or who may be experiencing other barriers unique to the college student population. Sonoma County has experienced two largescale wildfires in the last two years, and in 2017 more than 500 Santa Rosa Junior College ("SRJC") students lost their homes, with many more losing their jobs following the destruction. Veteran students were impacted just as heavily, and mental health services are needed now more than ever to address this type of trauma for SRJC students.

Collaborative efforts are needed in Sonoma County. Community-based providers are often able to reach veterans where they are much more quickly than the VA, and are often more successful in addressing emergency mental health needs. Further, a community-based collaborative approach will help treat the whole veteran, rather than treating only the mental health symptom(s). Wraparound services, including legal aid, case management, outreach, housing services, mental health services, and benefit access will go further in ensuring the veteran receives the treatment they need to reduce the impact of the unique mental health issues facing veterans today.

**Section B: Proposed Service/Project**

The purpose of this project is to reduce the number of veterans experiencing mental health crises and to reduce or eliminate barriers related to mental health issues for veterans within the Sonoma County community.

This project will entail collaboration between several community providers including Legal Aid of Sonoma County, Veterans Resource Centers of America, Santa Rosa Junior College ("SRJC"), and the Sonoma CVSO's office. These providers will work together to provide wraparound services to veterans attending SRJC, as well as at-risk veterans living Countywide. Through this effort, eligible veterans will have access to legal assistance, housing assistance, case management, mental health screening and counseling, transportation, and benefit screening and enrollment services. Together, these services will enhance the lives of veterans residing in Sonoma County, and will reduce the number of veterans suffering from mental health issues who cannot access care.

<sup>1</sup> US Census Bureau, 2018

<sup>2</sup> HUD PIT Count, 2019

<sup>3</sup> PEW Research, 2019

<sup>4</sup> San Diego Regional Homeless Profile at 16, 2014

<sup>5</sup> "Correcting Bad Paper for Veterans with PTSD," 2015

Santa Rosa Junior College ("SRJC") will spearhead this effort through the hiring of a Peer Specialist. This position will be an SRJC employee who will coordinate all project activities through the various collaborative providers. The Peer Specialist will be located on SRJC's main campus in Santa Rosa, CA and will refer individual veterans to the appropriate provider, including both on-campus and off-campus providers. The project proposal, entitled the Santa Rosa Junior College Veterans Collaboration will have the capacity to refer veterans to an on-campus Licensed Clinical Social Worker during specified times, and will also provide additional mental health counseling services. These additional services will be provided by mental health interns under the supervision of one or more licensed psychologists. In addition, SRJC will organize on-campus workshops to provide additional veteran cultural competency training for mental health staff. SRJC's approach is informed by its history in providing mental health services to veteran students, and the outcomes demonstrating veterans who participate in offered mental health service show improvements in managing or controlling trauma-related symptoms, and often demonstrate an increase in academic performance. SRJC's goal is to refer a minimum of 50 veterans to other service providers or on-campus providers annually, with an additional goal of providing on-campus mental health treatment services to at least 20 veterans annually.

Legal Aid of Sonoma County's ("LASC") mission is to provide social justice and advance basic human rights for vulnerable people in Sonoma County. LASC's Veterans Benefits Project assists low-income veterans who reside in Sonoma County. As a collaborative member of this project, LASC will provide services through a quarterly appointment-based clinic for veterans who need assistance with discharge upgrades, VA character of discharge determinations, and complex mental health service connection VA claims. Additionally, LASC will provide biannual training to the Peer Specialist identified above, as well as other SRJC staff on the best practices for identifying veterans with legal needs. These services will reduce barriers for veterans looking to achieve stable housing and employment, thereby reducing stress and enhancing mental health for this population. The Department of Veterans Affairs has identified legal barriers as one of the most difficult barriers to overcome for veterans seeking housing and employment stability, and has linked both housing and employment instability to an increase in mental health distress and a greater incidence of diagnoses.<sup>6</sup> Through quarterly clinics and bi-annual staff training, LASC intends to reduce the impact of mental health issues on housing stability and employment through addressing some of the underlying stressors (e.g., Discharge Upgrades for VA Healthcare Access).

Veterans Resource Centers of America ("VRC") will provide expert outreach throughout the County to reach homeless and at-risk veterans who may benefit from participation in the Santa Rosa Junior College Veterans Collaboration project. VRC will conduct outreach at area homeless shelters, food banks, homeless encampments, hospitals, and other homeless providers to ensure that any homeless or at-risk veterans are provided the opportunity to benefit from this project. Each week, VRC will provide five hours of direct community outreach to locate veterans struggling from mental health issues, substance use disorders, or general homelessness in the County. These veterans will be directly referred to the Collaboration, and provided with transportation, if necessary, to be able to access these services either on campus, or off. VRC has been providing street outreach and community-based outreach services for veterans in Sonoma County for more than forty years. As a provider of multiple VA community grants, including two transitional housing programs in the County and a Supportive Services for Veteran Families ("SSVF") grant, VRC's approach to outreach is informed through decades of experience and successful outcomes. VRC anticipates, through its experience performing outreach for its SSVF, HCHV, and GPD programs, that it can engage at least 25 veterans annually in Sonoma County who will be referred to other providers through this Collaboration Project. In addition, all 25 veterans will be screened with VRC for enrollment into its rapid rehousing and homelessness prevention services.

The Sonoma CVSO's office will act as a partner in this project by offering benefit screening and VA healthcare enrollment for all eligible veterans referred to the County office. Many at-risk veterans are unable to reach the CVSO for various reasons including lack of access to transportation, and a general misunderstanding of what the CVSO may be able to offer. Enrollment into VA Healthcare provides veterans necessary and lifesaving access to mental health services throughout the country. In addition, the CVSO will identify other benefits the veteran may be eligible

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<sup>6</sup> Department of Veterans Affairs, 2015

for including disability, pension benefits, etc. These benefits can enhance economic stability—which has a direct correlation with mental health wellness and housing security.<sup>7</sup>

### Section C: Proposed Implementation Approach

1. The SRCJ Veterans Collaboration involving on-campus college services and off-campus community wraparound services will assist veterans whose mental health interferes with a successful transition to civilian life. The Collaboration will be based at the Santa Rosa Junior College main campus where veterans affairs and student psychological services will be complemented by off-campus mental health/medical options, legal aid, housing services, case management, and benefit screening and enrollment services.

A Peer Specialist, employed by SRJC, will assist with the coordination of activities among the various collaborative partners identified in this proposal. The Peer Specialist will also refer veterans directly to providers who may be able to best assist, and will coordinate on-campus clinics, workshops, and services offered by the partners in order to maximize efficiency and impact.

By bringing together a diverse group of services, SRJC is aiming to reduce the symptoms associated with military trauma—many of which can lead to an increased likelihood of homelessness, incarceration, and suicide. This project will have the capacity to provide wraparound services that include assessments and screening, legal aid, housing services, case management, and direct services in therapeutic mental health treatment to address trauma resulting from combat, military sexual trauma, and other service-related trauma.

2. Currently, veterans in Sonoma County are able to access the services described in this application, but only in separate locations, with separate providers, with separate evaluation and screening criteria. Providers have their own programs, which veterans may or may not know about, and providers have their own distinct service locations and access points. There is no centralized hub for veteran access to the wraparound services described in this proposal.

So, while a veteran may need access to SSVF assistance to avoid a utility shutoff or to move into a permanent unit, that same veteran may also need access to legal aid before they are able to obtain meaningful long-term employment. That same veteran may be suffering from PTSD as a result of military service, but may be unable to access appropriate services because they either does not know they exist, or do not know how to overcome the barriers to access. Through the creation of a centralized hub, veterans will have greater access and greater knowledge of the services available within their very own community. Veterans will be provided with educational materials that include services offered by all community partners within this collaboration, instead of piecemeal brochures from only one local provider.

This hub-style entry point will increase overall access to veteran services for all veterans countywide, and will increase the availability of services by encouraging providers to work together to create maximum efficiency for the treatment of each individual veteran.

3. Mental health clinicians from SRJC Student Psych, and Veterans Resource Centers of America will use an integrated approach to determining co-occurring mental health and substance use disorders. The formal methods include the Impact of Events, Depression and Anxiety Stress Scale (DASS), and Evaluation of Symptoms PCL-5 instruments. Licensed clinicians from both agencies described above are trained in these methodologies, and all three are educated in veteran cultural competency.

The informal, or process-oriented approach includes questions and dialogue between therapists and clients during the first to fourth session to determine a client's sense of safety, involvement with substances, and mental health stability. Upon determining substance use issues, the clinician from the participating agency will request that the

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<sup>7</sup> *Id.*

Peer Specialist will determine appropriate service options among the providers, and will give the veteran the information and choice about the availability of services.

4. SRCJ anticipates providing direct mental health counseling services to a minimum of 20 veterans every calendar year, and anticipates referring at least 50 total veterans to the collaborative partners for services every calendar year.

Legal Aid will provide biannual training to at least two SRJC staff members who interact with veterans every year. In addition, LASC will provide onsite legal aid intakes for at least 5 veterans in the first year, and at least an additional seven veterans in year two. During its quarterly appointment-based clinics, LASC intends to provide one-time legal advice to at least five veterans per session, with a total of 40 veterans receiving this service throughout the grant period. LASC, in collaboration with the CVSO, will establish eligibility to VA benefits such as housing and healthcare and/ or increase income for at least twenty veterans over the course of the grant period, with an 85% positive outcome for claims filed, and will leverage at least \$100,000 in benefits for veterans during the entire grant period.

Veterans Resource Centers of America will provide outreach to homeless and at-risk veterans every week, and will locate a minimum of one unduplicated veteran per week who will receive wraparound services through this Collaboration Project. VRC's goal is to locate a minimum of 45 veterans for collaborative referrals each year, with a total goal of at least 90 veterans receiving wraparound services through this Collaborative Project. Further, VRC anticipates that at least 30 of the referred veterans will receive rapid rehousing and homelessness prevention assistance directly through VRC while participating in this collaborative project.

The Sonoma County Veteran Services Officer will assist all veterans referred to the office through this larger partnership, with a goal of helping at least 30 veterans per year who are referred through this Collaboration Project. Of the 30 referred veterans, the CVSO anticipates that at least 70% will be eligible for additional benefits, and at least \$150,000 in veteran benefits will be leveraged during the 2-year period of this grant—that is a total of \$300,000 countywide between the CVSO and LASC claim filing processes for unduplicated veterans during the 2-year grant period.

The total number of unduplicated veterans, i.e., not counting veterans more than once who are receiving multiple services, is anticipated to be at least 75 per year, for a total of 150 unduplicated veterans between all collaborative partners through the life of the grant. That is a cost of less than \$1,325 per veteran served—veterans who now have a centralized access point to invaluable mental health services, housing services, case management services, legal aid, and CVSO benefits screening and enrollment services.

5. This project will be a collaborative project spearheaded by Santa Rosa Junior College, with the following community-based partners:

- I. Sonoma County VSO Office (benefit screening and enrollment, claims processing, VA Healthcare enrollment)
- II. Legal Aid of Sonoma County (nonprofit partner / legal aid, benefit claims)
- III. Veterans Resource Centers of America (nonprofit partner / housing services, case management, outreach )

6. Together the collaborative partners have identified the following barriers, along with the proposed approach for overcoming the barrier:

- I. Veteran resistance to assistance (i.e., not all veterans want clinical services, housing help, or case management assistance); This will be overcome through heavily training staff in different veteran engagement techniques, biannual veteran cultural competency training, and providing appropriate equipment to outreach workers to allow enrollment and screening at the location where the veteran is (iPad).
- II. Locating veterans who do not identify as veterans; Overcome through appropriate training of the SRJC Peer Specialist.
- III. Unduplicated veterans lost due to lack of coordination or follow up; This will be overcome by allowing all participating partners to meet at least biannually, preferably quarterly. The Peer Specialist will have multiple



contacts for each organization's staff, and will be trained to conduct consistent outreach to each organization to keep calendared events and communication regular and consistent.

7. Each collaborative partner has a wealth of experience and expertise in the services each proposes to offer. LASC's Executive Director has practiced and directed poverty law for more than 25 years. She was named 5th District Woman of the Year in 2017, and is the recipient of multiple North Bay Business Journal awards. The project attorney has three years' experience providing legal services to low-income and homeless veterans.

VRC has been in operation in Sonoma County for more than forty eight years serving veterans, and currently serves veterans throughout California, Arizona, and Nevada. VRC is the largest veteran service provider in Northern California. In Sonoma County alone, VRC provides homelessness prevention to more than 130 veteran families annually, operates a sober-living facility for veterans, operates a 17-bed behavioral health treatment facility for veterans, and is in the process of obtaining an additional 15-bed transitional housing facility for veterans.

SRJC has a long-standing history of successfully partnering with community agencies to better serve student needs, such as an MHSA grant that began in 2011 and has been renewed each year since. The MHSA project funds SRJC's Prevention and Early Intervention program to provide health promotion services to SRJC students.

8. This program will continue beyond the funded period through continued community collaboration of involved parties. The SRJC effort involved in this two-year period will be the start of a community hub for veterans seeking services, and will evolve into a well-known access point for veterans seeking wraparound services. VRC will continue to provide outreach services beyond the grant period through separate funding and legal aid services (LASC). In addition, VRC will continue to offer transportation support to at-risk and homeless veterans who need services from the CVSO and other collaborative partners. SRJC will continue to act as a local access point for veterans who need educational materials and information about local community services they can access. SRJC will ensure staff members are trained in providing information to veterans about community services, and trained to refer veterans appropriately beyond the 2-year grant period. Changes in operational staff will not disrupt program operations because multiple staff members from each collaborating agency will have access to training materials and organizational partners to ensure consistency in approach and service.

#### **Section D: Performance Assessment Data**

##### **A. Performance Assessment and Data**

Both Legal Aid and SRJC utilize similar programs (VBP & PIKA) to capture and analyze data. These systems were developed for case management and data entry for nonprofit organizations. Both systems will be used to collect data to determine the number of veterans and family members served. LASC will be able to determine, through the use of PIKA, how many veterans were connected with lawyers, how many legal issues were resolved, how many referrals were provided, and information about how cases were resolved. In addition, LASC will collect narratives from veterans who provide permission—this will demonstrate how the provision of collaborative wraparound services created sustainable housing and employment, improved access to benefits, and benefits the veteran's overall mental health wellness and treatment goals.

VRC will utilize an outreach log maintained by a Case Manager, and supervised by the area Site Director to ensure that necessary information about veterans is maintained for purposes of analyzing unduplicated numbers, program results, and for reporting. VRC will also utilize this method to record referral data. Examples of information this log will track include:

\*Source/method of identification

\*Location

\*Status of individual at identification

\*Veteran statistics of individual (era, gender, combat, etc.)

\*Indication of positive warm-hand off to appropriate wrap-around service

Veterans who are eligible for SSVF services will be logged using VRC's internal case management software, Clarity. This data can show successful outcomes, program measures, income increases, etc.

The SRJC Peer Specialist will keep a centralized electronic log of all unduplicated services provided to veterans. This information will be shared at quarterly meetings among the partners entering into this collaboration, provide instant program measurables and also serve as the database to generate quarterly reports to CalVet. Information maintained within this log will include:

- \*Source/method of identification
- \*Specific services/referrals made
- \*Disposition
- \*Follow-up Plan

Performance Metric	Data Source	Goal	Quarter 1a	Quarter 2a	Quarter 3a	Mid- Program Review and Final
Number of veterans referred to the Collaborative Project through outreach by VRC for screening and referral.	Data will be collected utilizing a project-specific and encrypted spreadsheet updated monthly by the Peer Specialist and VRC staff. Housing assistance will be tracked through the use of the 'Clarity' software	45 per year.	12	15	10	8  Total of 45 per year, 90 total for 2-year grant period.
CVSO veteran screening and benefit ROI	County database/VetPro	30 annually, ROI of \$150,000 in benefit awards	6 found eligible, \$25,000 ROI	10 found eligible, \$50,000 ROI	10 found eligible, \$50,000 ROI	4 found eligible, \$25,000 ROI  Total 60 over two-year period, \$300,000 ROI over grant period

LASC training, clinics, and legal aid services	VBP	2 staff trained, 4 clinics, and 5 legal aid services provided annually	1 staff trained, 1 clinic, 2 legal aid services	1 clinic, 1 legal aid services	1 clinic, 1 legal aid services	1 staff trained, 1 clinic, 1 legal aid service
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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 \$283,280.
  - b) The first quarterly payment shall be made upon approval of the contract in the amount of \$35,410.00, 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>July 1, 2020</b>	Contract Begins	Term: July 1, 2020 – June 30, 2022
<b>October 31, 2020</b>	1 <sup>st</sup> Qtr. Invoice/Metrics Due	1 <sup>st</sup> Qtr. (07/01/2020 – 9/30/2020)
<b>January 31, 2021</b>	2 <sup>nd</sup> Qtr. Invoice/Metrics Due	2 <sup>nd</sup> Qtr. (10/01/2020 – 12/31/20)
<b>April 30, 2021</b>	3 <sup>rd</sup> Qtr. Invoice/Metrics Due	3 <sup>rd</sup> Qtr. (01/01/2021 – 03/31/2021)
<b>July 31, 2021</b>	Annual Progress Reports	Counties must summarize information from the periodic reports, describe the accomplishments of the project and describe next steps for implementing any plans for additional work identified during the funding period. (Annual Progress Reports are due with 4 <sup>th</sup> Quarter invoices and metrics.) 4 <sup>th</sup> Quarter (04/01/21 – 06/30/21)

<b>July 1, 2021</b>	Fiscal Year 21/22 Begins	
<b>October 31, 2021</b>	1 <sup>st</sup> Quarter Invoice/Metrics Due	1 <sup>st</sup> Qtr. (07/01/2021 – 9/30/2021)
<b>January 30, 2022</b>	2 <sup>nd</sup> Quarter Invoice/Metrics Due	2 <sup>nd</sup> Qtr. (10/01/2021 – 12/31/21)
<b>April 28, 2022</b>	3 <sup>rd</sup> Quarter Invoice/Metrics Due	3 <sup>rd</sup> Qtr. (01/01/2022 – 03/31/2022)
<b>July 31, 2022</b>	Annual Progress Reports	Counties must summarize information from the periodic reports, describe the accomplishments of the project and describe next steps for implementing any plans for additional work identified during the funding period. (Annual Progress Reports are due with 4 <sup>th</sup> Quarter invoices and metrics.) 4 <sup>th</sup> Quarter (04/01/22 – 06/30/22)

2. Quarterly payments shall only be approved upon periodic invoices that shall include the Agreement Number, County name, address and telephone number. Quarterly invoices shall also be accompanied

by the quarterly reports identified in Exhibit A – Scope of Work, and shall be submitted in duplicate not more frequently than listed above to:

3. Invoices shall include the Agreement Number and shall be submitted in not more frequently than monthly in arrears to:

**Original Invoice**

Department of Veterans Affairs  
CalVet Accounting Office  
1227 O Street, Room 402  
Sacramento, CA 95814

**Approval Copy**

Department of Veterans Affairs  
Attn: Phillip Leggett  
1227 O Street  
Sacramento, CA 95814

**B. Budget Contingency Clause**

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further form and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

**C. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927.

**2. SPECIAL BUDGET DETAIL AND PAYMENT PROVISIONS**

**A. Submissions of Invoices/Claims**

1. All invoices/claims must be completed thoroughly and legibly, with all applicable fields completed. Invoices/claims that are submitted to the appropriate location but have been altered, or are inaccurate, or do not provide all necessary information will not be accepted and will be returned to the Contractor for correction.
2. Any changes to this provision relating to the invoice/claim submittal process, including but not limited to an address, form, or process change, shall be an administrative change managed through the appropriate designated CalVet office and shall not require a contract amendment.
3. Invoices/claims submitted shall include the following information in order to be considered complete and acceptable for processing, or the invoice/claim will be returned:
  - a) Contractor's Company name
  - b) Contractor's Company address, phone number and e-mail
  - c) Date of invoice/claim
  - d) Invoice/claim number
  - e) CalVet location where services were performed

- f) Agreement Number
- g) Date(s) of Service
- h) Total dollar amount being billed
- i) First and Last name of Contractor or Provider performing services, if applicable
- j) Contractor's or Provider's Classification, whichever is applicable
- k) When applicable, contractors shall include the following information on the invoice/claim submitted for hourly reimbursement:
  - 1. Hourly Rate
  - 2. Time in and time out
  - 3. Total hours worked
  - 4. Any other information or documentation reasonably required to verify and substantiate the provision of services and the charges for such services.

## **BUDGET FORM/NARRATIVE**

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

<b>Sonoma County Veterans Service Office Santa Rosa Junior College Veterans Collaboration 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/Yr</b>
Program Planning Analyst -County Position	\$34.00	6.5	12	\$2,652
Accountant III -County Position	\$41.64	2.4	12	\$1,200
Veteran Peer Specialist, SRJC	\$27.73	154.5	12	\$51,444
Intern Psy.D. Supervisor, SRJC	\$48.00	7.2	10	\$3,456
Mental Health Intern, SRJC	\$12.25	24	10	\$3,000
Veteran Case Manager Outreach, VRC	\$23.50	50	12	\$14,100
Attorney, LASC	\$31.70	85	12	\$32,334
			<b>TOTAL</b>	<b>\$108,186</b>
<b>B. Fringe Benefits</b>				
<b>Component</b>	<b>Rate</b>	<b>Annual Wage</b>	<b>Cost</b>	
Program Planning Analyst	8%	\$70,720	\$212	
Accountant III	38%	\$96,595	\$456	
Veteran Peer Specialist, SRJC	\$30,536	\$57,678	\$30,456	
Intern Psy.D. Supervisor, SRJC	9%	\$99,840	\$311	
Mental Health Intern, SRJC	9%	\$25,480	\$270	
VRC	\$5/hr	\$48,880	\$3,000	
LASC Fringe & Payroll taxes	\$208.25/mo	\$65,936	\$2,499	
		<b>TOTAL</b>	<b>\$37,204</b>	
<b>C. Travel</b>				
<b>Location</b>	<b>Purpose</b>	<b>Rate (Mileage Only)</b>	<b>Cost</b>	
SRJC Outreach	Veteran Connections	\$0.575	\$1,000/year	
VRC Outreach	At-risk and homeless veteran location	\$0.575	\$1,000/year	
		<b>TOTAL</b>	<b>\$2,000</b>	
<b>D. Supplies</b>				
<b>Items</b>	<b>Rate (Cost x Months)</b>		<b>Cost</b>	
SRJC Marketing Materials/Workshops	\$217.5 x 12		\$2,610	
	*Includes Veteran Peer Specialist and Psy. positions			
	<b>Total</b>		<b>\$2,610</b>	

E. Contracting			
Name	Service	Rate (Cost/Individual x Individual x Days)	Cost
		Total	\$0
F. Other			
Item	Rate		Cost
	Total		\$0
Totals			
Section A: Personnel	\$108,186	Section D: Supplies	\$2,610
Section B: Fringe Benefits	\$37,204	Section E: Contracting	0
Section C: Travel	\$2,000	Section F: Other	
		Total Requesting	\$150,000/year, \$300,000 over 2-year period.

Sonoma County Veterans Services Office Veteran Outreach and Engagement Program Budget Narrative	
Section A: Personnel	
<u>Program Planning Analyst (Sonoma County):</u> <ul style="list-style-type: none"> <li>- \$2,652 in wages</li> <li>- This individual acts as a liaison for the assigned program, and analysis program need and requirements.</li> </ul>	
<u>Accountant III (Sonoma County):</u> <ul style="list-style-type: none"> <li>- \$1,200 in wages</li> <li>- This individual processes invoices as they relate to this program.</li> </ul>	
<u>Veteran Peer Specialist, SRJC</u> <ul style="list-style-type: none"> <li>- \$51,444 total wage</li> <li>- Acts as coordinator for all collaborative partners</li> </ul>	
<u>Intern Psy.D. Supervisor, SRJC</u> <ul style="list-style-type: none"> <li>- \$3,456 in wages</li> <li>- Coordinates Mental Health Services for SRJC student veterans</li> </ul>	
<u>Mental Health Intern, SRJC</u> <ul style="list-style-type: none"> <li>- \$3,000 in wages</li> <li>- Provides outreach and Supports Psy. D. Supervisor regarding Mental Health Services</li> </ul>	
<u>Veteran Case Manager, VRC Outreach</u> <ul style="list-style-type: none"> <li>- \$14,100 total wage</li> <li>- Provides outreach services and screening for at-risk and homeless veterans</li> </ul>	
<u>Attorney, LASC</u> <ul style="list-style-type: none"> <li>- \$32,334 total wage</li> <li>- Provides legal aid to eligible veterans, hosts clinics</li> </ul>	



**Section B: Fringe Benefits**

- COUNTY CVSO: Fringe benefits based on the standard county benefit package available to employees of Sonoma County.
- VRC: Health, dental, vision, life/long-term disability, SEP IRA, workers' compensation, SDI, FICA
- SRJC: Fringe benefits based on standard issued California Junior College benefits package available to employees of JCs
- LASC: Health, dental, vision, retirement, workers' compensation, SDI, FICA

**Section C: Travel**

Travel includes outreach throughout Sonoma County to locate homeless and at-risk veterans in need of services. Also includes outreach to shelters, other area providers, churches, hospitals, surrounding counties lacking services, and collaborative meetings.

**Section D: Supplies**

SRJC marketing materials including education about collaborative programs offered to veterans.

**Section E: Contracting****Section F: Other**

N/A

**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 610), paragraphs 19.a and 19.b. may deem the Contractor to be non-responsible and rejected from future bid and contract opportunities with the CalVet.

**12. LICENSES AND PERMITS**

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

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

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

**13. CONSULTANT – STAFF EXPENSES**

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

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

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

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

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

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