

Placer County

Veteran Service Department

To: The Honorable Placer County Board of Supervisors
From: Jonn Melrose, Veteran Service Officer
Date: September 1, 2015
Re: California Department of Veteran Affairs, Proposition 63 Grant

ACTION REQUESTED:

Authorize the Veteran Services Officer to accept the Mental Health Outreach Services grant, in the amount of \$20,000.00 from California Department of Veteran Services for outreach to underserved veteran populations for the period of October 1, 2015 to June 30, 2016.

BACKGROUND:

Within the overall Veteran Population in Placer County, several smaller populations of veterans have been identified. These underserved populations include, but are not limited to Female and LGBT Veterans.

In an effort to identify where Placer County Veteran Services could most effectively contact these veterans, we spoke with the Director of Female Services at VA Medical Center at Mather. We were told that most of the claimants who seek treatment do not understand the claims process. We were also told that the Service Organizations already at the hospital were mostly staffed by men so these underserved populations aren't comfortable with filing a claim with them.

Placer County Veteran Services has hired one of the premiere Female veteran service specialists. As we became aware of the need, the question was asked if we would be willing to support VA Mather's Women's Health Clinic with a female veteran representative. We responded by looking for funding. To that end, we applied for and received a \$20,000.00 grant to support these veterans from CalVet.

It is our hope that this will be a multi-year grant, but only the first year will see us at Mather. This grant will be used to develop a longer term program with our office where we will ensure underserved veteran populations will feel safe and welcome.

FISCAL IMPACT:

The \$20,000 revenue was included in the Department's Proposed Budget. There is no general fund cost associated with this item.

ATTACHMENTS :

CalVet's award.

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 15XS0009
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Department of Veterans Affairs

CONTRACTOR'S NAME

County of Placer

2. The term of this Agreement is: **October 1, 2015** through **June 30, 2016**
 Or upon approval whichever is later

3. The maximum amount of this Agreement is: **\$ 20,000.00**
 Twenty Thousand Dollars and Zero Cents

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

Exhibit A – Scope of Work	2 page(s)
Exhibit A – Attachment 1 – Program Narrative	2 page(s)
Exhibit B – Budget Detail and Payment Provisions	2 page(s)
Exhibit B – Attachment 1 – Budget Form	2 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	4 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Placer		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING John Melrose, CVSO		
ADDRESS 1000 Sunset Blvd., Suite 115 Rocklin, CA 95765		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Veterans Affairs		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING David Gerard, Chief, Facilities and Business Services Division		
ADDRESS 1227 O Street, Sacramento, CA 95814		
		<input checked="" type="checkbox"/> Exempt per: SCM 1, 4.04A.2

VETERANS MENTAL HEALTH OUTREACH SERVICES

1. INTRODUCTION/SERVICES

- A. This is an Agreement in which the County of Placer, hereafter referred to as the Contractor, shall provide mental health outreach services, as specified within Exhibit A – Attachment 1, in accordance with the Mental Health Services Act (Proposition 63), for the California Department of Veterans Affairs (CalVet).
- B. Provider 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.

2. CONTACT INFORMATION

- A. The project representatives during the term of this agreement will be:

1. CalVet Representative:

Phillip Leggett, Mental Health Coordinator
1227 O Street, Room 105
Sacramento, CA 95814
Phone: 916-503-8327
Email: phillip.leggett@calvet.ca.gov

2. Contractor Representative:

John Melrose, CVSO
1000 Sunset Blvd., Suite 115
Rocklin, CA 95765
Phone: 916-780-3290

- 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.

3. CONTRACTOR'S RESPONSIBILITIES

The 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 three (3) periodic progress reports to include the following:
 - a) Performance table that includes the goal for each performance measure and the source of collecting the performance measure (See Exhibit B – Budget Detail and Payment

Provisions for periodic progress report/metric due dates).
b) Any narrative related to Performance Assessment and Data.

2. Provide an annual progress report at the end of the funding period. The report must summarize information from the periodic reports, describe the accomplishments of the project, and describe the next steps for implementing any plans for additional work identified during the funding period.

4. INDEPENDENT CONTRACTOR STATUS

- A. The Contractor/Providers shall be considered "Independent Contractors" in relation to CalVet and the State. Therefore, the Contractor/Providers shall not be considered employee(s) of the Home and shall not be entitled to any employee benefits from the 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

PROGRAM NARRATIVE

**Placer County Veteran Service Office
Female Veteran Outreach
Program Narrative**

Section A: Statement of Need

The Veteran Service Office of Placer County will be using this grant to fund a bi-monthly outreach to the Women's Health Care Clinic within Northern California Health Care system. We hope to be able to provide this service as requested by the Women Veterans Program Manager, Nancy Brown-Connolly, PhD and Woman's Health Program and OEF/OIF/OND Program Social Worker, Rebecca Stallworth. One of my current employees, Suzi Vinci, was a Service Officer at the Hospital some time ago and built a rapport within the Women's Health Care Clinic. This relationship allows Suzi to be very effective in helping female veterans work their way through the VA Process of Woman's Health Care. She has been so effective in the past that Ms. Stallworth has specifically requested that we renew her relationship with VA Northern Health Care System.

This grant would allow Placer County to have Ms. Vinci travel to VAMC Northern California, twice per month, to work with Community Partners in meeting needs of Female Veterans suffering from any number of mental health conditions. One of their main goals will be to enhance these veterans quality of life for themselves and their families. It would also include support time within the office to ensure all claims filed are correctly and properly guided through the VBA System.

Some of these cases pertaining to Women's health deal with very specific female issues, ranging from Military Sexual Trauma, harassment, personal trauma, Major Depressive Disorder and abuse to complications with pregnancy while in Service. Due to Suzi's background of completing these claims as well as her own personal service experience makes her a very specific, highly qualified individual to be able to help these women. In addition, Suzi has just been named a member of the Women's Veterans Health Care Steering Committee at Northern California Health Care System.

It is our intention to apply for this grant for the next three years. At that time, we will be able to use the data we have gathered in an effort justify funding this program locally. We will have basic evidence being compiled as claims are worked. This evidence will be held in VetPro and made available upon request.

Section B: Proposed Service/Project

Use of this grant would allow us to have Suzi Vinci, the Assistant Veteran Service Officer, at the hospital twice a month for claims work within the Women's Health Care Clinic. She was a Service Officer for another organization based at the Hospital for 5 years. During that time she built a reputation as a Subject Matter Expert on female veteran's claims. Specifically PTSD, MST and other mental health conditions related to trauma.

EFFECTIVENESS

As we move into this program, we will track all contacts and claims that are filed. We will also note the number

of women that are guided into treatment. We will start with general tracking but evolve as needed. As new information requests are made, we will adapt our tracking to reflect needs of CalVet and the State.

EVIDENCE

Suzi has a track record of going above and beyond on behalf of her claimants. She will attend C&P exams, groups and ensure the claimants are comfortable with the process before she allows claimants to proceed on their own. She just realized a claim for a female veteran that resulted in a grant of 100% service connection generating a retroactive payment of over \$250,000.00. She is singularly qualified for this project.

Section C: Proposed Implementation Approach

Due to her previous work within Women's Health Clinic, Suzi will already have access to work space and basic infrastructure. We will provide her with a laptop computer that will get her access to our own VetPro system as well as VA systems. This computer will have video chat capability as well as biometric security. If she cannot access claim information locally, she will be able to contact the office to get it.

She will be stationed for a total of 16 hours per month at Women's Health Clinic. Total time for FY 15-16 will be 192 hours. She will have another 96 hours of support from our Administrative Assistant, Cynthia Pagonis, to help her with paper work.

We will track claims and contacts within VetPro allowing immediate oversight and tracking by CalVet and this office.

Section D: Performance Assessment and Data

As mentioned before, we will track all contacts and claims within VetPro. We will maintain active tracking within VetPro and annotate any updates seen in VA systems such as VBMS, Map-D and VVA. These claims will not just be in Placer County. We will be willing to share claims information with other counties as needed, however, we will be the main controller of that data.

I. STANDARD BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for services rendered in accordance with the following periodic payments:

- 1) The first payment shall be made upon approval of the contract in the amount of \$5,000.00.
- 2) The remaining three payments shall be made upon receipt of periodic invoices by the CalVet Contract Manager.
- 3) Periodic invoices shall be submitted no later than the following dates:
- 4)

January 31, 2016	1 st Period Invoice/Metrics Due	1 st Period (10/01/2015 – 12/31/2015)
April 30, 2016	2 nd Period Invoice/Metrics Due	2 nd Period (01/01/2016 – 03/31/2016)
July 31, 2016	3 rd Period Invoice/Metrics Due	3 rd Period (04/01/2016 – 06/30/2016)

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

Original Invoice

Approval Copy

Department of Veterans Affairs CalVet Accounting Office 1227 "O" Street Room 402 Sacramento, CA 95814	Veterans Services Division Phillip Leggett 1227 O Street, Room 105 Sacramento, CA 95814
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2. Budget Contingency Clause

- A. 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.
- B. 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.

3. 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.

I. BUDGET NARRATIVE

The Budget Form 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.

Placer County Veterans Service Office Female Veteran Outreach Budget Form				
A. Personnel				
Position	Hourly Wage	Hrs/Mo Spent on Program	Mo/Yr Spent on Program	Cost
Asst. VSO (Suzi Vinci)	23.71	16	192	\$4,552.44
Administrative Clerk (Cynthia Pagonis)	15.83	8	96	\$1,519.68
			Total	\$6,072.12
B. Fringe Benefits				
Component	Rate	Annual Wage	Cost	
CSPS II	38.88	192	\$7464.96	
Administrative Clerk	38.88	96	\$3,732.48	
			Total	\$11,197.44
C. Travel				
Location	Purpose	Rate (Mileage Only)	Cost	
None				
			Total	
D. Supplies				
Items	Rate (Cost x Months)			Cost
Laptop with Biometric Security	\$2,000 (one time cost)			\$2,000.00
			Total	\$2,600.00
E. Contracting				
Name	Service	Rate (Cost/Individual x Individual x Days)		Cost
4G Wireless for Laptop	Wireless Internet	\$100.00 per month		\$1,200.00
F. Other				
Item	Rate			Cost
			Total	
Totals				
Section A: Personnel	\$6,072.12	Section D: Supplies	\$2,000.00	
Section B: Fringe Benefits	\$11,197.44	Section E: Contracting	\$1,200.00	
Section C: Travel	\$0.00	Section F: Other	0	
		Total Requesting	\$20,469.56	

**Placer County Veteran Service Officer
Female Veteran Outreach
Budget Narrative**

Section A: Personnel

We will provide Suzi Vinci, Asst. Veteran Service Officer, as an onsite person 16 hours per month. We will also provide 8 hours per month of support from our Administrative Clerk, Cynthia Pagonis. This assistance will consist of assorted office tasks specific to claims begun and tracked by Suzi as a result of her presence at the Clinic. Time will be managed in 15 minute intervals and will be associated with Claim numbers and tracked within VetPro.

Section B: Fringe Benefits

Fringe Benefit amounts are standard to employees of Placer County.

Section C: Travel

N/A

Section D: Supplies

The computer will be a one-time expense.

Section E: Contracting

We will get a contract with a Wireless Provider to ensure we have conductivity with the Internet for use while filing claims. This will be a 4G connection to ensure we have conductivity without having to rely on the Hospital for internet or security.

Section F: Other

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. 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.

6. 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.

7. 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.

8. 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.

9. 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.