

VETERAN BEHAVIORAL HEALTH OUTREACH

1. INTRODUCTION/SERVICES

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

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall provide the following services.

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

3. INDEPENDENT CONTRACTOR STATUS

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

4. **CONTACT INFORMATION**

A. The Contract representatives during the term of this Agreement will be:

1. **CalVet Home Representative:**

Veterans Services- Headquarters
Phillip Leggett, Behavioral Health Coordinator
1227 O Street
Sacramento, CA. 95814
Phone: (916) 503-8327
Email: phillip.leggett@calvet.ca.gov

2. **Contractor Representative:**

County of Nevada
David West
988 McCourtney Rd.
Grass Valley, CA 95949
Phone: (530) 265-1446
Email: david.west@nevadacountyca.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.

Program Narrative

Veterans Service Office
Program Narrative

Section A: Statement of Need

Nevada County is located in the Sierra Nevada foothills of Northern California and is characterized by a largely rural and geographically dispersed population. The county has a population density of approximately 103 people per square mile, compared to 251 statewide. Nevada County's population of approximately 102,293 residents is spread across a 974-square-mile region extending from the western foothills of the Sierra Nevada to the California–Nevada border. While the incorporated cities of Nevada City, Grass Valley, and Truckee account for approximately 32,000 residents, more than 66,000 individuals reside in unincorporated and remote rural areas.

Veterans comprise more than seven percent of Nevada County's population. According to 2021 VetPop data, 6,962 veterans reside in the county. Rural geography and long travel distances create significant barriers to accessing timely Behavioral health services for this population.

Access to Veterans Affairs (VA) Behavioral health services remains challenging. Most veterans live 60 to 90 miles from the nearest VA Medical Center. Although a VA outpatient clinic is located approximately 30 miles away in Auburn, California, veterans seeking Behavioral health services experience average wait times ranging from three to six months. Recent federal workforce reductions have further strained service delivery, resulting in provider turnover, interrupted services, and limited continuity of care. These conditions disproportionately affect veterans with acute Behavioral health needs, including those who are low-income, disabled, or experiencing homelessness.

Previously, the Nevada County Veterans Services Office (NCVSO) was able to submit referrals to the Citrus Heights Vet Center, which provided services within the county. In October 2022, NCVSO was notified that the Vet Center would no longer accept referrals and that veterans would be required to self-refer to locations requiring travel in excess of 90 minutes. This policy change significantly reduced locally accessible Behavioral health resources.

Despite these challenges, Nevada County has made measurable progress in addressing veteran homelessness through coordinated housing and Behavioral health efforts. The 2019 Housing and Urban Development (HUD) Point-in-Time Count identified 34 homeless veterans within the county. Since 2023, Nevada County has housed more than 70 veterans and currently maintains a by-name list of 12 veterans experiencing homelessness. The County was recently conditionally awarded \$5.3 million through the Homekey+ grant program to expand permanent housing opportunities for veterans with behavioral health needs.

According to the Substance Abuse and Behavioral Health Services Administration, 20 to 25 percent of individuals experiencing homelessness nationwide experience severe Behavioral illness, underscoring the importance of timely access to Behavioral health services.

The Nevada County Veterans Services Office has received Behavioral Health Services Act (MHSA/Proposition 63) funding continuously since fiscal year 2018/19. This funding has supported sustained Behavioral health outreach and referral efforts, resulting in the referral of 135 veterans for local Behavioral health services since July 1, 2022. In 2025, Nevada County's Behavioral health program was recognized by the California State Association of Counties (CSAC). Continued MHSA funding is essential to sustaining these outcomes and ensuring veterans receive timely, veteran-centered Behavioral health services.

Section B: Proposed Service/Project

Many veterans delay seeking Behavioral health services following separation from military service as they focus on employment, education, and family responsibilities. For others, particularly older veterans in Nevada County, it may be decades before the psychological impacts of military service are fully recognized or addressed. As a result, many veterans experience untreated Behavioral health conditions that affect housing stability, employment, family relationships, and overall quality of life.

The purpose of the Nevada County Veterans Services Office (NCVSO) Behavioral Health Program is to increase access to timely, culturally competent Behavioral health services for veterans and their families through outreach, referral, and coordination of care. The program seeks to improve Behavioral health outcomes by reducing barriers to care, increasing early identification of Behavioral health needs, and connecting veterans to appropriate treatment and supportive services within their local community.

Most referrals to Behavioral health services originate from the day-to-day operations of NCVSO staff. Behavioral health needs are discussed with every veteran and family member who engages with the office, regardless of the initial reason for contact. This universal approach ensures early identification of Behavioral health concerns and facilitates timely referrals to appropriate services.

NCVSO proposes to continue the Nevada County Veterans Outreach and Wellness (VOW) Program through partnerships with Sierra Family Therapy Center (SFTC), Sierra College, Nevada County Behavioral Health, Nevada County Department of Social Services, the Nevada County Court System, local senior services providers, Sierra Nevada Memorial Hospital, Tahoe Forest Health System, and other community-based organizations serving veterans. Through these partnerships, the VOW Program provides coordinated outreach, Behavioral health referrals, peer support, and service navigation to veterans across Nevada County.

Core services provided through the proposed project include targeted outreach and engagement, Behavioral health screening and referral, peer support, and coordination with housing, justice, and social service systems. Outreach occurs through Veterans Resource Centers at Sierra College campuses in Grass Valley and Truckee, collaboration with the Nevada County Court System to identify justice-involved veterans, participation in community events, and coordination with local media outlets to promote available services and reduce stigma associated with seeking Behavioral health treatment.

Veterans identified through outreach efforts are screened for Behavioral health needs and referred to appropriate providers, including Sierra Family Therapy Center and other community-based partners. Sierra Family Therapy Center recently became a Veterans Affairs (VA) Community Care provider, allowing veterans to receive continuous care from local therapists once authorized by the VA. In addition, SFTC is able to bill Medi-Cal, Medicare, and is part of the TriWest network for military retirees. This range of payer options increases access to care, reduces disruptions in treatment, and allows veterans to continue receiving Behavioral health services beyond the period supported by MHSa grant funding.

Peer support is an essential component of the VOW Program and plays a critical role in engagement and retention. Veterans are often more willing to seek and continue treatment when supported by individuals with shared lived experience. When appropriate, family members are also engaged and connected to supportive services, recognizing the important role families play in recovery and long-term stability.

The VOW Program places particular emphasis on reaching underserved and underrepresented veteran populations, including rural veterans, justice-involved veterans, homeless or at-risk veterans, women veterans, and minority veterans. The program also supports coordination with housing and homelessness response systems to ensure veterans receiving Behavioral health services are connected to stable housing and supportive resources when needed.

The proposed services are grounded in evidence-based and best-practice approaches, including early intervention, trauma-informed care, peer support models, and coordinated service delivery. These approaches have been shown to increase engagement in treatment, improve Behavioral health outcomes, and reduce negative downstream impacts such as homelessness and justice system involvement.

Through continued MHSa funding, NCVSO will sustain and enhance its capacity to deliver veteran-centered Behavioral health outreach and referral services, ensuring that veterans in Nevada County have access to consistent, local, and effective Behavioral health support.

Section C: Proposed Implementation Approach

The Nevada County Veterans Services Office (NCVSO) will implement the Veterans Outreach and Wellness (VOW) Program through a coordinated, veteran-centered approach that emphasizes outreach, screening, referral, and continuity of care. Services are delivered through established partnerships with Sierra Family Therapy Center (SFTC), Nevada County Behavioral Health, the Nevada County Department of Social Services, the Nevada County Court System, Sierra College, healthcare providers, and veteran-serving community organizations. This collaborative framework ensures veterans encounter multiple, consistent access points to Behavioral health services regardless of where they first engage.

NCVSO staff provide outreach to veterans and their family members in locations and settings that are convenient and accessible. Outreach activities include Veterans Resource Centers at Sierra College campuses in Grass Valley and Truckee, participation in community events, collaboration with veteran service organizations, coordination with local media, and presentations through the Beale Air Force Base Transition Assistance Program. NCVSO also works closely with the Nevada County Court System to identify justice-involved veterans and conducts outreach to incarcerated veterans. Through these efforts, Behavioral health conversations are normalized and stigma is reduced.

Behavioral health is discussed with every veteran and family member who engages with NCVSO, regardless of the initial reason for contact. This universal engagement model allows for early identification of Behavioral health needs and ensures timely referrals to appropriate services. Most screenings are conducted by NCVSO staff during routine interactions. Veterans identified as needing services are referred to Sierra Family Therapy Center for an initial clinical assessment, where follow-up screenings are conducted to ensure appropriate documentation and treatment planning. NCVSO and SFTC maintain ongoing communication to coordinate care and connect veterans to additional resources such as substance use treatment, housing assistance, and social services when needed.

Veterans referred through the MHS-funded program are informed that they may receive grant-supported Behavioral health sessions at no cost. When veterans have existing healthcare coverage, SFTC bills available insurance—including Veterans Affairs Community Care, Medi-Cal, Medicare, and TriWest—while MHS funds are used to cover co-pays and gaps in coverage. This approach reduces disruptions in care and allows treatment to continue beyond the grant-funded sessions based on clinical need and individual treatment plans.

Sierra Family Therapy Center's ability to bill multiple payer sources also allows Behavioral health services to extend beyond the veteran to include members of the veteran's support network when clinically appropriate. By reducing financial barriers for family members and caregivers, the program strengthens the informal support systems that are essential to sustained recovery. This whole-family approach improves treatment engagement, reinforces stability in housing and employment, and enhances a veteran's ability to overcome personal and professional challenges and thrive in post-military life.

SFTC provides trauma-informed, culturally competent Behavioral health services delivered by clinicians trained in military culture and military-related psychological trauma. Services include individual therapy, group therapy, peer support, and family-inclusive services when appropriate. SFTC offers both in-person and virtual appointments, allowing veterans to receive care in settings that align with their transportation needs, comfort level, and work schedules. SFTC's designation as a Veterans Affairs Community Care provider allows veterans to receive continuous treatment from local therapists once authorized by the VA, reducing provider turnover and interruptions in care.

NCVSO supports system-wide coordination by participating in regular meetings with county departments, community-based organizations, veteran service organizations, and healthcare partners. Staff provide training and information to partner agencies to improve identification of veterans and streamline referral pathways. The

program prioritizes coordination with housing and homelessness response systems to ensure veterans receiving Behavioral health services are also connected to stable housing and supportive resources.

The VOW Program is designed to provide information and referrals related to Behavioral health and substance use treatment services to at least 300 unduplicated veterans annually. NCVSO will continue to educate staff across partner agencies and meet with at least ten organizations annually to identify service gaps, improve coordination, and strengthen system-wide responses to veteran Behavioral health needs.

Potential barriers include limited awareness among partner agencies, geographic isolation of rural veterans, and reluctance among some veterans to engage in treatment. NCVSO addresses these barriers through ongoing outreach, placement of service information in rural communities, media engagement, and warm hand-offs between NCVSO staff and service providers to build trust and encourage engagement.

The VOW Program is designed to be sustainable through braided funding that includes MHSA, federal, state, and local resources. SFTC's ability to bill multiple payer sources ensures continuity of care beyond grant-funded sessions, while NCVSO's long-standing partnerships and integrated outreach model support program stability despite changes in staffing or funding levels.

Section D: Performance Assessment and Data

The Nevada County Veterans Outreach and Wellness (VOW) Program will utilize validated, evidence-based performance measures to assess program effectiveness, guide clinical decision-making, and support continuous quality improvement. Performance assessment is designed to reflect the brief, grant-funded nature of services while capturing clinically meaningful outcomes for veterans receiving Behavioral health support. Data collection and reporting processes are structured to meet CalVet and Behavioral Health Services Act (BHSA) expectations and to ensure timely, accurate, and actionable reporting.

Outcome measurement will focus on symptom reduction, stabilization, engagement in services, and progress toward individualized treatment goals. Assessments will be administered at intake, mid-point, and discharge to monitor change over time and inform appropriate adjustments to care. All performance data will be aggregated and de-identified prior to reporting to CalVet in accordance with grant requirements.

Primary clinical outcome measures include the PTSD Checklist for DSM-5 (PCL-5) and the Mood Disorder Questionnaire (MDQ), both of which are widely used, evidence-based instruments appropriate for veteran populations. When clinically indicated, supple Behavioral measures such as the Posttraumatic Maladaptive Beliefs Scale (PMBS) and the Moral Injury and Distress Scale (MIDS) may be used to further inform treatment planning and capture additional dimensions of psychological distress.

The PCL-5 will be administered to veterans screening positive for trauma exposure or post-traumatic stress symptoms. The PCL-5 is a 20-item self-report measure with scores ranging from 0 to 80. In short-term treatment models focused on stabilization, coping skills, and engagement, modest score reductions are clinically meaningful. Assessments will occur at intake, approximately six weeks (session six), and at discharge or session twelve. Program performance targets include at least 60 percent of veterans scoring above the clinical threshold at intake demonstrating a five-point or greater reduction in PCL-5 score by discharge, and at least 30 percent demonstrating a ten-point or greater reduction during the treatment episode.

Mood-related symptoms will be assessed using the Mood Disorder Questionnaire (MDQ) for veterans presenting with mood dysregulation or suspected bipolar-spectrum conditions. The MDQ will be administered at intake for screening and treatment planning. Follow-up assessment will focus on observable clinical indicators of stabilization, including reduced frequency or intensity of mood episodes and improved emotional

regulation, as documented in clinical records. The program aims for at least 65 percent of MDQ-positive veterans to demonstrate improvement in mood stability by discharge.

Each veteran will have an individualized treatment plan developed within one week of intake. Treatment plans will be reviewed at the mid-point of services and again at discharge to assess progress and adjust goals as needed. Treatment goals focus on reducing trauma-related distress, improving emotional regulation and daily functioning, stabilizing mood symptoms when indicated, and supporting engagement in short-term services. At least 55 percent of enrolled veterans are expected to attend 50 percent or more of scheduled sessions.

To ensure reporting is meaningful and aligned with BHSA expectations, NCVSO will collect and report demographic information for veterans served, including race, age, sexual orientation, gender assigned at birth, and current gender identity. Aggregated demographic data will be reviewed quarterly alongside outreach, service linkage, and treatment engagement metrics to assess program reach and identify potential disparities in access or outcomes. These reviews will be used by NCVSO leadership to strengthen early identification strategies, refine outreach efforts, and ensure the program is effectively reducing the likelihood of adverse outcomes such as suicide or self-harm, unemployment, prolonged psychological distress, and homelessness through timely outreach, linkage, and early treatment engagement.

All data will be collected and managed through secure electronic health record and case management systems. Quarterly reviews of aggregated data will support continuous quality improvement by identifying trends, gaps in service delivery, and opportunities to enhance coordination with partner agencies. Findings will inform adjustments to outreach strategies, referral processes, and service delivery to better meet the needs of underserved and high-risk veteran populations. All required performance measures will be reported to CalVet on a quarterly and annual basis using the standardized performance metrics format.

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 \$120,000.00.
 - b) The first quarterly payment shall be made upon approval of the contract in the amount of \$15,000.00, the remaining seven (7) payments shall be made upon receipt of quarterly invoices by the CalVet Contract Manager.
 - c) Quarterly invoices shall be submitted no later than the following dates:

	FY26/28 starts July 1, 2026
1 st Quarter Invoice and Metrics (07/01/2026 – 9/30/2026)	Due October 31, 2026
2 nd Quarter Invoice and Metrics (10/01/2026 – 12/31/26)	Due January 30, 2027
3 rd Quarter Invoice and Metrics (01/01/2027 – 03/31/2027)	Due April 28, 2027
4 th Qtr. Invoice and Metrics (04/01/27 – 06/30/27) Annual Progress Reports	Due July 31, 2027 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 (annual program reports are due with 4 th Quarter invoices and metrics.)

	FY27/28 starts July 1, 2027
1 st Quarter Invoice and Metrics (07/01/2027 – 9/30/2027)	Due October 31, 2027
2 nd Quarter Invoice and Metrics (10/01/2027 – 12/31/27)	Due January 30, 2028
3 rd Quarter Invoice and Metrics (01/01/2028 – 03/31/2028)	Due April 28, 2028
4 th Qtr. Invoice and Metrics (04/01/28 – 06/30/28) Annual Progress Reports	Due July 31, 2028 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 (annual program reports are due with 4 th Quarter invoices and metrics.)

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

Original Invoice

Approval Copy

Department of Veterans Affairs 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

Nevada County Veterans Services Office				
Veterans Outreach & Wellness Program (VOW)				
Budget Form				
A. Personnel				
Position	Hourly Wage	Hrs/Mo Spent on Program	Mo/Yr Spent on Program	Cost
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A
			Total	\$0.00
B. Fringe Benefits				
Component	Rate	Annual Wage		Cost
N/A	N/A	N/A		N/A
N/A	N/A	N/A		N/A
N/A	N/A	N/A		N/A
		Total		\$0.00
C. Travel				
Location	Purpose	Rate (Mileage Only)		Cost
N/A	N/A	N/A		N/A
N/A	N/A	N/A		N/A
N/A	N/A	N/A		N/A

N/A	N/A	N/A	N/A
		Total	\$0.00
D. Supplies			
Items	Rate (Cost x Months)		Cost
N/A	N/A		N/A
N/A	N/A		N/A
N/A	N/A		N/A
	Total		\$0.00
E. Contracting			
Name	Service	Rate (Cost/Individual x Individual x Days)	Cost
Sierra Family Therapy	Individual Psychotherapy (60 minutes)	\$125*10 sessions*50 veterans	\$62,500
Sierra Family Therapy	Intake Assessment & Patient Placement (90 minutes)	\$155*50 veterans	\$7,750
Sierra Family Therapy	Development of Diagnosis & Nexus Letter	\$125* 50	\$6,250
Sierra Family Therapy	Family Psychotherapy	\$125 as needed & included in 10 sessions	0.00
Sierra Family Therapy	Couples Counseling	\$125 as needed & included in 10 sessions	0.00
		Total	\$76,500
F. Other			
Item	Rate		Cost

N/A	N/A	N/A	
N/A	N/A	N/A	
N/A	N/A	N/A	
	Total	\$0.00	
Totals			
Section A: Personnel	\$0.00	Section D: Supplies	\$0.00
Section B: Fringe Benefits	\$0.00	Section E: Contracting	\$76,500
Section C: Travel	\$0.00	Section F: Other	\$0.00
		Total Requesting	\$76,500

Appendix C – Budget Narrative

Nevada County Veterans Services Office Veterans Outreach & Wellness Program (VOW) Budget Narrative
Section A: Personnel
N/A:
Section B: Fringe Benefits
N/A
Section C: Travel
Nevada County assumes cost of all travel to its outreach events.
Section D: Supplies
Nevada County prints its own outreach materials and will assume any costs.
Section E: Contracting

Therapy will be provided to Veterans and their family members. Therapy will be \$125/hr. x 10 sessions x 50 new unduplicated veterans for a total cost of \$62,500. These 10 sessions include individual psychotherapy, couples counseling, and family counseling all to be billed at \$125 an hour. Intake and patient placement is a lengthy process and takes 90 minutes or more. These sessions will be billed at \$155 per hour x 50 veterans for a cost of \$7,750. Final cost is the development of diagnosis and nexus letter that is critical to securing VA benefits to include VA healthcare. This process can take many drafts or edits and is billed at \$125 per letter x 50 veterans for a cost of \$6,250. The total request for funding is \$76,500, which 100% of the funding will go toward the treatment of the veteran and ensure that veterans are connected to their benefits.

Section F: Other

N/A

1. **General Terms and Conditions**

A. General Terms and Conditions (GTCs)

The (GTCs) are hereby incorporated by reference and made part of this agreement as if attached. hereto. These documents may also be viewed at the California Department of General Services website: <https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-Updates/GTC-225-February-2025.pdf>

1. CANCELLATION/TERMINATION:

- A. This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and / or payment / invoicing instructions / requirements.
- B. Upon notice of termination or cancellation, CalVet shall take immediate steps to stop performance and cancel or reduce subsequent contract costs.

2. 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.

3. INSURANCE REQUIREMENTS

Both parties will indemnify and hold harmless the other, its officers, agents, and employees from any and all claims or demands of liability caused by the indemnifying party during or after completion of the project, which is the subject of this agreement.

4. 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.