

**CONTRACT FOR VETERANS SERVICES  
COUNTY OF SAN LUIS OBISPO VETERANS SERVICES OFFICE**

**THIS CONTRACT**, entered into by and between the County of San Luis Obispo, a public entity in the State of California, (hereafter "County") and Community Action Partnership of San Luis Obispo County, Inc., a California Corporation (hereafter "LEAD AGENCY"):

**WITNESSETH**

**WHEREAS**, The purpose of this contract is to clearly identify the roles, responsibilities and services of each party as they relate to providing LEAD AGENCY's Supportive Services to the Veteran Families (SSVF) Grant program by offering Veteran advocate and outreach services.

**NOW, THEREFORE**, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties agree as follows:

**Contract Term:** The term of this Contract Agreement is the period that LEAD AGENCY is awarded the grant and will automatically renew if the grant is renewed unless such time as LEAD AGENCY and the County deem necessary to revise or revoke this Contract. Evaluation and review of this Contract will be scheduled semi-annually and either LEAD AGENCY or the County may call a meeting to redefine the following agreement by giving thirty (30) day written notice to the other party; and

**Modification and Termination:**

1. This agreement may be cancelled or terminated without cause by either party by giving sixty (60) 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.
2. Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective

**Roles and Responsibilities of LEAD AGENCY:**

1. Lead the grant effort.
2. Work with staff of the County to deliver services to veterans.
3. Provide oversight of grant monitoring

**The Roles and Responsibilities of the County:**

1. Refer prospective participants to LEAD AGENCY case managers as appropriate.
2. Assign two (2) Assistant Veterans Service Officers, to perform case management and veteran advocacy as liaisons to the program providing case management, outreach, and one-on-one services.
3. Provide office space as agreed to LEAD AGENCY staff assigned to the project.
4. Provide on-going reporting as directed from LEAD AGENCY based on program requirements.
5. Work collaboratively on project sustainability and process improvement.

**The Relationship of the Parties will be as follows:**

1. The relationship of the County to LEAD AGENCY shall be that of an Independent Contractor, and all duties to be performed by the County, are for their own benefit and are under their complete control.
2. The County is free to engage in other activities for compensation during the term of this Agreement.
3. Notwithstanding any other provision of this Contract, this Contract does not constitute a contract of employment. The parties' intention is that the County is not an employee and that they retain sole and absolute discretion in judgment in the manner and means of carrying out activities pursuant of this Contract; and

**Budgets and Payments:** In accordance with all applicable terms, conditions, and specifications, LEAD AGENCY will make payments to the County in accordance with an approved budget for this Agreement. This is a cost reimbursement agreement. The County will be paid in arrears for all costs incurred. The County shall submit an invoice monthly for all expenses incurred and paid for the previous month no later than twenty-five (25) calendar days of the subsequent month. Invoices for services provided through this contract shall be paid by LEAD AGENCY with such amounts included in the County's invoice for reimbursement. All costs incurred and submitted by the County to LEAD AGENCY in accordance with the approved budget will be reimbursed to the County within thirty (30) days of the receipt of an approved invoice; and

**Budget Costs:** Personnel: 2 Limited Term FTE Assistant Veterans Services Officers at \$135,165 in year one (1) of grant cycle, \$137,191 in year two (2) of grant cycle, and \$139,251 in year three (3) of grant cycle that includes salary and benefits; and

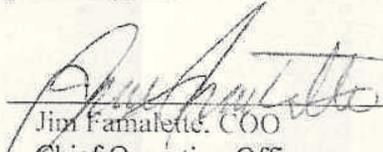
**Health Insurance portability and Accountability Act:** In accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and its implementing privacy regulations (45 C.F.R. parts 160 and 164), the County is required to adhere to Federal guidelines in regards to protected health related information as well as the laws and regulations of the State of California that are more stringent than those set forth in HIPPA Privacy rule and any amendments to either federal or State requirements; and

**Confidentiality:** LEAD AGENCY and the County shall secure, protect, and maintain the confidentiality of all LEAD AGENCY's and the County's records and documents, including employee, clients, customer and vendor information both during and after the term of the agreement as required by all applicable local, State and federal laws, rules, regulations, guidelines, and directives for the provision of services hereunder, including without limitation, the applicable provisions of the Civil Code, Education Code, Welfare and Institutions Code, the health and Safety Code, the Family Code, the California Code of regulations,, the Code of Federal Regulations, and the Health Insurance portability and Accountability Act, and VOCA or VA@A regulations; and

**Insurance:** The County shall provide to LEAD AGENCY evidence of general liability insurance naming LEAD AGENCY, its officers, employees and agents as additional insured, in the amount of \$1,000,000. Additionally, Party B shall perform no work under the terms of this agreement until such evidence has been provided to, and approved by LEAD AGENCY.

IN WITNESS WHEREOF County and LEAD AGENCY have executed this Contract on the day and year set forth below.

LEAD AGENCY  
Community Action Partnership of San Luis  
Obispo County, Inc.

By:   
Jim Famalette, COO  
Chief Operating Officer

LEAD AGENCY  
Community Action Partnership of San Luis  
Obispo County, Inc.

By:   
Grace McIntosh MSW MPA  
Deputy Director

Tax ID#      Held in Confidential File

COUNTY COUNSEL

Approved as to form and legal effect.

RITA NEAL  
COUNTY COUNSEL

By:   
Deputy County Counsel

Date: 12/5/14

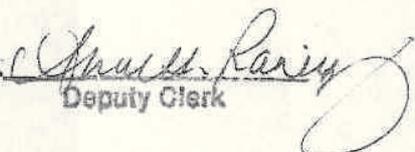
COUNTY OF SAN LUIS OBISPO,  
A Public Entity in the State of California

By:   
Chairman, Board of Supervisors

Date: DEC 16 2014

ATTEST

By: JULIE L. RODEWALD  
County Clerk and Ex-Officio Clerk  
of the Board of Supervisors

By:   
Deputy Clerk