

MEMORANDUM OF UNDERSTANDING

PARTIES: US Department of Veterans Affairs Oakland Center (OVC)
Address
Oakland, CA
Phone

AND

Las Positas College (LPC)
Administrative Services
3000 Campus Hill Drive
Livermore, CA 94551
925-424-1630

COMMENCING:

DESCRIPTION/BACKGROUND FOR ENTERING INTO THIS MEMORANDUM OF UNDERSTANDING (MOU):

OAKLAND VET CENTER would like to enter into a MOU with LPC to provide readjustment counseling to veterans at Las Positas College Campus. The OVC is committed to providing readjustment counseling services to eligible Veterans in the local community. To that end, outreach activities to include establishing off site locations are one of the many ways to better serve our veteran population in the surrounding communities.

The Oakland Vet Center is part of the Pacific Western Region Readjustment Counseling Service. The Oakland Vet Center serves combat zone veterans, and their families and significant others. Services include treatment for Post Traumatic Stress Disorder (PTSD) and readjustment stress, outreach to special populations of veterans, and community services.

All collaborative efforts between Las Positas College and the Oakland Vet Center will be guided by the following principles:

- Client rights will be respected at all times
- Exceptional courtesy to client and staff members
- Decision-making and inter-facility collaborations will be in the best interest of clients.
- Information and resources will be shared to best meet the needs of clients.

TERMS:

1. LPC agrees that OVC will provide services on LPC's site at 3000 Campus Hill Drive, Livermore, CA 94551. LPC agrees to provide OVC with an available confidential office with a computer and phone.

2. OVC Team Leader and LPC Veterans Program Coordinator, and Academic Dean will meet quarterly to coordinate and resolve any operating issues.
3. OVC staff will provide readjustment counseling, referrals to health care, and support in obtaining other U.S. Department of Veterans Affairs benefits.
4. OVC agrees that it will provide these services as an Independent Contractor, and not as an agent, employee, partner, or representative of LPC. Nor is LPC an agent, employee, partner or representative of OVC.
5. LPC agrees to provide the following services without charge and in relation to this MOU and OVC's provision of services: rent, phone, utilities, and other applicable facility related services. OVC agrees that it will provide adequate staffing to achieve the services described herein. OVC will be responsible for any compensation and benefits, as appropriate, for such staff. OVC will also be responsible for providing necessary supplies and other materials for the provision of services.
6. LPC agrees to indemnify, defend, and hold harmless OVC, its directors, officers, agents and employees, from claims, expenses, liabilities, or damages that OVC may incur arising out of or relating to any breach of this agreement by LPC or LPC's failure to properly perform its duties hereunder. OVC agrees to indemnify, defend, and hold harmless LPC, its directors, officers, agents and employees, from claims, expenses, liabilities, or damages that LPC may incur arising out of or relating to any breach of this agreement by OVC or OVC's failure to properly perform its duties hereunder.
7. OVC is part of the U.S. Department of Veterans Affairs and liability of Oakland Vet Center Staff is governed by Federal law. LPC shall carry insurance in the amount of \$1 million/\$3 million, which covers the liabilities assumed under this agreement. Proof of insurance will be required upon request by either party.
8. The term of this Agreement shall begin as of the commencement noted above and will continue until it is terminated by LPC or OVC. Either party may terminate this Agreement immediately upon written notice to the other, in the event of a material breach of this agreement by that other party; otherwise either party may terminate this Agreement without cause by giving 30-day written notice of termination.
9. This Agreement and any exhibits attached hereto constitute the entire agreement between the parties and it supersedes all prior understandings and agreements between the parties, whether written or oral. Any modification or amendment to this Agreement shall be effective only if it is written and signed by an authorized representatives from both LPC and OVC

The signatures below acknowledge acceptance of the terms of this Agreement.

David M. Joesph, Ph.D
Oakland Veterans Center

Date

Steven R. Reeves,
Pacific Western Region, 10B/RC4B

Date

Lorenzo Legaspi
Chabot-Las Positas Community College District

Date