

COUNTY OF SAN MATEO
Departmental Correspondence

DATE February 5, 2001
HEARING DATE February 13, 2001

TO: Honorable Board of Supervisors

FROM: Beverly Abbott, Director, Mental Health Services
Beverly Abbott

SUBJECT Agreement with the Department of Veteran Affairs, Palo Alto Health Care System (VAPAHCS)

RECOMMENDATION

- 1 Adopt a resolution authorizing the acceptance of \$1,500,000 in AB 2034 grant funding for mental health services from the State Department of Mental Health and authorizing the President of the Board to enter into a five year Sharing Agreement with the VAPAHCS for use of space as authorized under U.S.C. 8153
- 2 Approve an Appropriation Transfer Request (ATR) recognizing revenue of \$76,351 and increase the budget for the remainder of 2000-01 to lease residential space, purchase meals for the Integrated Services for Homeless Adults Program and to provide program evaluation/data collection support

Background

There is a critical, and growing need for affordable supervised housing for clients with mental illness in San Mateo County. San Mateo Mental Health Services has negotiated with the VAPAHCS to use a building on their campus to provide transitional housing for 40 psychiatrically disabled clients. VAPAHCS is now prepared to enter into a contract for this purpose. Funding for this project is provided through a grant for services to homeless mentally ill adults (AB 2034) recently awarded to the County by the State Department of Mental Health.

Discussion

In December 2000, the State Department of Mental Health awarded \$1.5 million in grant funding (AB 2034) to San Mateo County to implement a program for homeless mentally ill adults and transition age youth. Provision of stable supportive housing is a key component of this program. The Mental Health Division negotiated the proposed contract with the Veterans Affairs in order to provide access to housing. The grant also includes funding for an assertive community treatment team to serve 75 homeless mentally ill individuals on an annual basis. The Mental Health Division issued Requests for Proposals for the operation of the supportive housing

and treatment team components of this program, this contract will be brought to you shortly, along with performance measures for this program. The grant is for the 19-month period from December 1, 2000 through June 30, 2002. Continuation funding will depend on the successful implementation of the grant. Services to homeless mentally ill individuals, however, are a State Department of Mental Health and legislative priority for continued funding. If funding is discontinued, and alternative funding cannot be identified, the program will be discontinued.

The purpose of this sharing agreement with VAPAHCS is to provide the residential component of the AB 2034 program--placements for up to 40 mentally ill individuals including women and transition age youth (age 18 and older) who are homeless or at imminent risk of homelessness. This population also includes homeless mentally ill veterans. The residence will be staffed 24 hours per day/seven days per week to provide supervision, daily living support and linkage to other mental health services. The space is located at the VA Palo Alto Health Care System. Health Services also holds leases with the VA for the Willow Clinic and for the Methadone Clinic.

Under the sharing agreement, VAPAHCS shall provide the residential facility, minor maintenance and repair services, external building and property security services, fire protection services, and one meal per client per day. Daily maintenance of the facility will be the responsibility of the AB 2034 contracted service provider. Since the facility has not been used recently for residential quarters, renovation costs (approximately \$200,000,) have been deducted from the lease costs over the 5-year term of the contract. The facility renovation and the treatment and housing contracts will be brought to you as separate agreements in the near future.

Approval is also requested to fund contracted evaluation and data collection services in order to comply with state requirements to measure cost effectiveness and client outcomes including psychiatric hospitalizations and involvement with the criminal justice system.

Term and Fiscal Impact

The agreement with VAPAHCS is effective from March 1, 2001 until February 28, 2006 and has been approved by both County Counsel and Risk Management. The five-year cost of this Agreement is \$1,124,252. The monthly lease cost is \$12,490.24 per month or \$149,883 for year one of the Agreement. Lease costs increase by 4 percent per year through the term of the contract. Client meals at \$4.00 per meal are estimated at \$41,000 per year. The \$1.5 million AB 2034 grant provides financing for the VAPAHCS agreement as well as the program components which will be submitted to the Board as separate agreements in the near future. The attached ATR requests \$76,351 for the remainder of FY 2000-01. The VAPAHCS agreement is \$59,961 for FY2000-01. Contracted evaluation/data collection costs for this start-up phase are \$16,390. There is no net county cost associated with the agreement with VAPAHCS or with the new integrated services program.

RECOMMENDED


HEALTH SERVICES DEPARTMENT

RESOLUTION NO _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING FROM THE STATE DEPARTMENT OF MENTAL HEALTH AND EXECUTION OF AN AGREEMENT WITH THE DEPARTMENT OF VETERANS AFFAIRS, PALO ALTO HEALTH CARE SYSTEM (VAPAHCS)

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, the State Department of Mental Health has awarded a \$1,500,000 grant to San Mateo County Mental Health Services to implement an integrated services program for homeless mentally ill adults and transition age youth, and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an Agreement, reference to which is hereby made for further particulars, whereby VAPAHCS shall provide the Mental Health Services Division space for supportive housing for up to 40 Individuals at 795 Willow Road, Menlo Park, as part of the grant-funded program, and

WHEREAS, this Board has been presented with the Agreement and has examined and approved it as to both form and content and desires to enter into this Agreement

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President, of this Board of Supervisors be, and is hereby, authorized and directed to accept said grant funding from the State Department of Mental Health to implement services for homeless mentally ill adults and to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto

Regularly passed and adopted the _____ day of _____

*AYES and in favor of said resolution
Supervisors*

*NOES and against said resolution
Supervisors*

Absent Supervisors

*President, Board of Supervisors
County of San Mateo
State of California*

Certificate of Delivery
(Government Code section 25103)

I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors

*DALE ELLEN YOUNG Deputy
Clerk of the Board of Supervisors*

**COUNTY OF SAN MATEO
APPROPRIATION TRANSFER REQUEST**

REQUEST NO

DEPARTMENT

Health Services Agency - Mental Health Services Division

DATE

1/24/01

1. REQUEST TRANSFER OF APPROPRIATIONS AS LISTED BELOW.

C O D E S		AMOUNT	DESCRIPTION	
FUND OR ORG	ACCOUNT			
From	61409	1749	76,351.00	Other State Mental Health Revenue (AB2034)
To	61101	4161	3,520.00	Salaries - Extra Help
	61101	5856	12,870.00	Contract Spec. Program Services
	61409	5875	59,961.00	Interagency Agreement - Non-County

Justification (Attach Memo if Necessary)

See attached board memo and ATR/AER form.

DEPARTMENT HEAD
BY *Margaret Taylor* DATE 1/30/01

2 Board Action Required Four-Fifths Vote Required Board Action Not Required

COUNTY CONTROLLER
BY _____ DATE _____

3 Approve as Requested Approve as Revised Disapprove

COUNTY MANAGER
BY _____ DATE _____

DO NOT WRITE BELOW THIS LINE — FOR BOARD OF SUPERVISORS' USE ONLY

BOARD OF SUPERVISORS COUNTY OF SAN MATEO STATE OF CALIFORNIA

RESOLUTION TRANSFERRING FUNDS

RESOLUTION NO _____

RESOLVED by the Board of Supervisors of the County of San Mateo that

WHEREAS the Department hereinabove named in the Request for Appropriation, Allotment or Transfer of Funds has requested the transfer of certain funds as described in said Request; and

WHEREAS the County Controller has approved said Request as to accounting and available balances, and the County Manager has recommended the transfer of funds as set forth hereinabove:

NOW THEREFORE, IT IS HEREBY ORDERED AND DETERMINED that the recommendations of the County Manager be approved and that the transfer of funds as set forth in said Request be effected.

Regularly passed and adopted this _____ day of _____, 19____.

Ayes and in favor of said resolution:

Noes and against said resolution:

Supervisors: _____

Supervisors: _____

ATR/AER Form

Controller's ATR Number _____

Department: Health Services
 Division: Mental Health Services

Type of Transaction: ATR **AER**
 Status of Transaction: One-Time **On-Going**

Title: AB 2034 INTEGRATED SERVICES FOR HOMELESS ADULTS PROGRAM FUNDING

Justification. *To increase appropriations and revenue for the FY 00/01 portion of the AB 2034 State grant to contract for leased space and meals to serve up to 40 clients of the Integrated Services for Homeless Adults Program providing mental health services to adults and transition age youth. There is no net county cost for this transfer.*

TO BP:	61000B	MENTAL HEALTH SERVICES	Total	\$76 351
From BP:	61000B	MENTAL HEALTH SERVICES	Total	\$76 351
			Net Change	<u>\$0</u>

<u>From:</u>	<u>To:</u>			<u>Transfer</u>
<u>Org. No.</u>	<u>Org. No.</u>	<u>Subject</u>	<u>Account Description</u>	<u>Amount</u>
	61101	4161	Salaries - Extra Help	\$3 520
	61101	5856	Contract Spec Prog Services	12 870
	61409	5875	Interagency Agreements - Non County	59 961

Appropriation Total \$76,351

61409 1749 Other State Mental Health (AB2034) \$76 351

Revenue Total \$76,351

Net Cost \$0

SECTION A - AWARD/CONTRACT

1. CONTRACT NUMBER V640S-0010 **2. EFFECTIVE DATE** March 1, 2001

3. AUTHORITY: SHARING AGREEMENT FOR MEDICAL RESOURCES AS AUTHORIZED UNDER U.S.C. 8153.

The Department of Veterans Affairs, Palo Alto Health Care system, 3801 Miranda Avenue, Palo Alto, California 94304 hereinafter referred to as "VAPAHCS" OR "VA." and San Mateo County Health Services Dept. Mental Health Svc Division, 225 W 37th Avenue, San Mateo, California 94403, herein referred to as the SHARING PARTNER identified on Page 1 of this Sharing Agreement

Contract Award (to be completed by VAPAHCS)

<p>4. ISSUED BY Department of Veterans Affairs Palo Alto Health Care System (90C) 3801 Miranda Avenue Palo Alto, CA 94304</p>	<p>5. NAME AND ADDRESS OF SHARING PARTNER San Mateo County Health Services Department. Mental Health Services Division 225 W. 37th Avenue. San Mateo, California 94403</p>
--	--

6. PAYMENTS: SHARING PARTNER shall forward all payments to the attention of the "Agent Cashier" at the VAPAHCS address identified above

6a. Item No.	6b. Description	6c. QTY	6d. UI	6e. Price	6f. Amount
0001	Use of Space- Bldg 323 A7 See Continuation Sheets	12	MO	\$12,490 24	\$149,882 88

6g. Total Amount of Sharing Agreement

7. TABLE OF CONTENTS

(\)	SEC	Description	Page(s)	(\)	SEC	Description	Page(s)
Part I - The Schedule				X	F	Special Contracts Requirements	9-14
X	A	Sharing Agreement Form	1	Part II - Agreement Clauses			
X	B	Price/Costs	2-4		G	Sharing Agreement Clauses	
X	C	Descriptions/Specs /Work Statement	5-6	Part III - List of Documents Exhibits and Attach			
X	D	Period of Performance	7-8	X	H	List of Attachments	15-17
N/a	E	Administration Data					

CONTRACTING OFFICER WILL COMPLETE ITEM 8 OR 9 AS APPLICABLE

8 Sharing Partner's Negotiated Agreement (Sharing Partner is required to sign this document and return 2 copies to issuing office) Sharing Partner agrees to all terms and conditions set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this agreement shall be subject to and governed by the following documents (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications and specifications as are attached or incorporated by reference herein (Attachments are listed herein)

9 Award (Sharing Partner is not required to sign this document) Your offer on Solicitation Number n/a including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the agreement which consists of the following documents (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual documents is necessary.

10a. Name and Title of Signer (Type or Print)	11a. Name of Contracting Officer JAMES T GRISSETT
--	---

10b. Name of Sharing Partner	10c. Date	11b. UNITED STATES OF AMERICA	11c. Date
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

1
FOR OFFICIAL USE ONLY

SECTION B MEDICAL SERVICES/USE OF SPACE AND PRICE/COST

THIS USE OF SPACE AGREEMENT (this Agreement) is made and entered into this **March 1, 2001** by and between the Veterans Affairs Palo Alto Health Care System (VAPAHCS) pursuant to the authority of Title 38 United States Code Section 8153 and Section 301 of Public Law 104-262 and San Mateo County Mental Health Service (the SHARING PARTNER) for use of space in **Building No. 323 A7 Wing, at the Menlo Park Division, 795 Willow Road, Menlo Park, California 94025.**

Intending to be legally bound and for the consideration set forth below VAPAHCS and the SHARING PARTNER hereby covenant and agree as follows

Forward Pricing Formula:

<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Monthly Lease Rate</u>	<u>Yearly Lease Rate</u>
YEAR ONE 3/1/2001 thru 2/28/2002				
0001 Lease of Space				
Bldg 323 A-7				
7 616 sq ft x \$1 64 per				
sq ft = \$12 490 24 per				
Month	12	Mo	\$12 490 24	\$149 882 88
YEAR TWO 3/1/2002 thru 2/28/2003				
0002 Lease of Space				
Bldg 323 A-7				
7 616 sq ft x \$1 72 per				
sq ft = \$13 099 52 per				
Month	12	Mo	\$13 099 52	\$157 194 24
YEAR THREE 3/1/2003 thru 2/28/2004				
0003 Lease of Space				
Bldg 323 A-7				
7 616 sq ft x \$1 80 per				
sq ft = \$13 708 80 per				
Month	12	Mo	\$13 708 80	\$164 505 60

YEAR FOUR 3/1/2004 thru 2/28/2005

0004 Lease of Space

Bldg 323 A-7

7 616 sq ft x \$1 89 per

sq ft = \$14 394 24 per

Month	12	Mo	\$14 394 24	\$172 730 88
-------	----	----	-------------	--------------

YEAR FIVE 3/1/2005 thru 2/28/2006

0005 Lease of Space

Bldg 323 A-7

7 616 sq ft x \$1 98 per

sq ft = \$15 079 68 per

Month	12	Mo	\$15 079 68	\$180 956 16
-------	----	----	-------------	--------------

7. TERM OF AGREEMENT

The term of this Agreement shall be for the five (5) year period beginning March 1, 2001 (the Commencement Date) through February 28, 2006

8. CONSIDERATION AND PAYMENT

A SHARING PARTNER shall pay \$12,490.24 per month as monetary consideration for use of the space in the Year One described above which includes minor maintenance and repair (M&R) and utility costs (except telephone) associated with use of the Space. The SHARING PARTNER obligation to pay monetary consideration to the VA will commence on March 1, 2001

(The all inclusive user fee for the 7 616 net square feet is \$2 00 per square foot per month with a 4% escalation factor to be applied on each anniversary date. This fee includes use of the space all utilities (except telephone) routine maintenance fire protection services. Due to the condition of space 323 A7 VAPAHCS hereby acknowledge renovation cost in the amount of \$1 63 905 53. SHARING PARTNER S renovation cost shall be amortized over the five year period to reflect a off set in the lease per square foot cost as referenced below

Year 01	02	03	04	05
\$2 00	\$2 08	\$2 16	\$2 25	\$2 34
<u>-.36</u>	<u>-.36</u>	<u>-.36</u>	<u>-.36</u>	<u>-.36</u>
\$1 64	\$1 72	\$1 80	\$1 89	\$1 98

- B The SHARING PARTNER shall pay **\$4.00 per person per meals**. Pickup and delivery of meals will be accomplished by SHARING PARTNER
- C The SHARING PARTNER shall increase all amounts paid (for use of space and food services) by 4% for each year of the five-year contract period
- D A Department of Veterans Affairs Bill of Collection will be issued to the SHARING PARTNER on a monthly basis. Payment in full is to be received within 30 days after receipt of the Bill of Collection. The Bill of Collection will indicate the period covered and the number of meals provided and the total amount due.

Payments are to be made payable to the VA Palo Alto Health Care System and forwarded by the SHARING PARTNER to the following address

Agent Cashier
VA Palo Alto Health Care System
3801 Miranda Avenue
Palo Alto California 94304

SECTION C – DESCRIPTIONS/SPECS./WORK STATEMENT

C.1. PURPOSE: Provide interim housing and intensive case management services to San Mateo County residents who are homeless and mentally ill

C.2. TYPE AND AMOUNT OF SPACE

a The VAPAHCS hereby agrees to the use of the following described space by the SHARING PARTNER.

Facility VA Palo Alto Health Care System
Menlo Park Division
795 Willow Road
Menlo Park California 94304

Building Building No 323 A7 Wing
Total area is 7 616 square feet
(See attached Drawing Exhibit - A)

Rooms to Be Used All rooms within the A7 Wing

b Keys to locked areas shall be provided by SHARING PARTNER to VA for emergency access.

c It is not the intent of the VA to create a landlord-tenant relationship or convey any leasehold interest or other estate to the SHARING PARTNER with this sharing agreement. SHARING PARTNER has no exclusive right of possession to the space described herein VA retains the right to enter the space at any time and perform any act on or to the space as it deems appropriate in order to maintain VA property

d In the event of any and all emergencies SHARING PARTNER shall contact VA Police in the event SHARING PARTNER'S emergency require outside medical emergency personnel VA Police shall contact and coordinate there response

C.3. Authorized Negotiators

The SHARING PARTNER represents that the following person(s) are authorized to negotiate on its behalf with the VAPAHCS in connection with this agreement.

**Beverly Abbott, Director San Mateo Co. Mental Health Services Division
650-573-2544**

**Julie L. Peck, Deputy Director, San Mateo Co. Mental Health Services Division
650-573-3500**

(list names titles and telephone numbers of the authorized negotiators)

C.4. SHARING PARTNER shall provide:

- A Staff for the operation and maintenance of the facility
Any required equipment necessary for the operation and maintenance of the facility
Pay phone services to the facility
All funding necessary to operate the facility
- B Repairs required for VA building equipment should immediately be identified to designated Facilities Maintenance individuals During other than regular working hours (8 00 A M to 4 00 P.M , Monday through Friday) necessary repairs are to be identified to designated Facilities Maintenance individuals by telephone All repair costs incurred during the period of this agreement shall be borne by the VA
- C SHARING PARTNER will be required to provide a list of all SHARING PARTNER employees who will be working at the VA site
- D SHARING PARTNER will have access only to areas indicated above. Employees shall conduct themselves in accordance with all VA requirements
- E SHARING PARTNER shall routinely clean all areas of Building No 323 E-Wing as identified Cleaning shall be thorough and completed with SHARING PARTNER provided cleaning compounds/chemicals.
- F To insure that no person shall be denied participation, enrollment or Board membership based on race color religion sex national origin or handicap
- G SHARING PARTNER shall be responsible for assuring that its operation conforms to all pertinent local state and federal laws pertaining to and governing the operation of non-profit corporations
- H Meals shall be purchased from VAPAHCS Nutrition and Food Services priced at \$4 00 per meal Paper goods will be included The SHARING PARTNER S staff will pick up the meals each day Cold food and paper goods may be kept on location, but cooking on the unit is not permissible.
- I SHARING PARTNER shall comply with all applicable laws ordinances and regulations of the State county and municipality wherein the said demised premises are located with regard to construction sanitation licenses or permits to do business and all other matters

C.5. SHARING PARTNER shall neither transfer or assign this Agreement or any property on the demised premises, nor sublet the demised property or any part thereof or any property thereon nor grant any interest privilege license whatsoever in connection with this Agreement without the prior permission, in writing from the Director VAPAHCS

SECTION D – PERIOD OF PERFORMANCE

D.1. MODIFICATIONS OR CANCELLATION

- A This Agreement or any of its specific provisions may be revised or modified from time to time. Modifications except for cancellation shall require written consent of both parties
- B This Agreement may be cancelled by either party provided at least sixty- (60) days written notice is given by the VA Contracting Officer or the San Mateo County Mental Health Services (SHARING PARTNER) prior to the anniversary date without further liability to VA or San Mateo County Mental Health Service
- C In the event of mobilization or national emergency the Space shall be vacated by the SHARING PARTNER and returned to VA control by the thirtieth (30th) calendar day following written notification by the VA Contracting Officer to the SHARING PARTNER
- D In the event the Government materially reduces increases the area covered thereby prior to the expiration date thereof, an equitable adjustment in the agreed consideration paid or thereafter to be paid under this Agreement shall be made. Such equitable adjustment shall be evidenced by a supplemental agreement in writing. None of the provisions of this paragraph shall apply in the event of cancellation due to noncompliance by the SHARING PARTNER with any of the terms and conditions of this Agreement
- E In the event that the Space is totally destroyed by fire or other casualty, this Agreement shall immediately be cancelled. In the case of partial damage or destruction which make the Space untenable the SHARING PARTNER may cancel this Agreement in its entirety by serving written notice to the Government within thirty (30) calendar days or in part by a supplemental agreement hereto if approved by the Government
- F The VA Contracting Officer may cancel this Agreement in the event the SHARING PARTNER violates any of the terms and conditions of this Agreement and continues and persists in such violation for a period of fifteen (15) calendar days after the VA has advised the SHARING PARTNER of such a violation in writing provided however if the nature of such violation reasonably requires a period in excess of fifteen (15) calendar days to effect a cure, this Agreement shall not be canceled provided the SHARING PARTNER diligently pursues the cure and in fact cures the subject to the approval of the Government

D.2. LIABILITY & INSURANCE

- A The SHARING PARTNER shall procure and maintain at its cost a standard fire and extended coverage insurance policy or policies on the Space or any improvements made to the Space by the SHARING PARTNER to the full insurable value VA must be a named insured under the policy The SHARING PARTNER shall procure such insurance from any responsible company or companies and furnish a certificate evidencing such insurance to the Government The policy or policies evidencing such insurance shall provide that in the event of loss there under the proceeds of the policy or policies shall be payable to the User and may be used by the SHARING PARTNER for the repair, restoration or replacement of the Space in the event that this Agreement is to continue pursuant to Section 5(e) The SHARING PARTNER may retain any balance of the proceeds not required for the repair, restoration, or replacement of the Space No provisions of this Agreement shall be construed as an obligation upon the Government to repair, restore or replace the Space or any part of the Space
- B The Government shall not be liable for damages neither to property or injuries to persons which may arise from or be incident to the use and occupation of the Space or for damages to the property of the SHARING PARTNER or for damages to the Space or for injuries to the person of the SHARING PARTNER'S officers, agents, servants, employees or others who may be on said Space at their invitation or the invitation of any one of them not caused by governmental activities or employees acting within the scope of their employment as determined by the Attorney General of the United States and the SHARING PARTNER shall indemnify and hold the Government Harmless from any and all such claims.
- C Any property of the Government damaged or destroyed by the SHARING PARTNER incident to the SHARING PARTNER use of the Space shall be promptly repaired or replaced by the SHARING PARTNER to the satisfaction of the VA Contracting Officer or in lieu of such repair or replacement the SHARING PARTNER shall if so required by the VA pay to the Government money in an amount sufficient to compensate for the loss sustained by the Government by reason of damages to or destruction of government property Any monetary compensation shall be made payable to the VA Palo Alto Health Care System and forwarded by the User to the Agent Cashier VA Palo Alto Health Care System

SECTION F - SPECIAL CONTRACT REQUIREMENTS

F.1. BUILDING ALTERATIONS, UPGRADES & MODIFICATIONS

- A The SHARING PARTNER may at its own expense and without expense to the Department of Veterans Affairs make minor renovations the Space for its use (e.g lay carpet wallpaper paint hang curtains) The SHARING PARTNER shall be responsible for repairing damage to any building system or portion thereof caused by SHARING PARTNER'S construction work. Any building alterations upgrades or modifications must have prior approval of the VA Contracting Officer
- B All such work shall be in strict compliance with VA construction and building systems criteria which shall be provided by the Government (VA) to the SHARING PARTNER All plans for renovations and upgrades shall be submitted by the SHARING PARTNER to the VA for approval which approval shall not be unreasonably withheld delayed or conditioned
- C No alterations shall be made or improvements installed in the Space by the SHARING PARTNER without the prior written consent of the Government which consent will not be unreasonably withheld delayed or conditioned provided however that the user may make certain improvements to the Space and the Building as provided in Section 7(a) of this Agreement and to accommodate the SHARING PARTNER S intended use of the Space
- D On or before the date of expiration of this Agreement or its termination by the SHARING PARTNER or its termination by the Government the SHARING PARTNER shall remove SHARING PARTNER S personal property trade fixtures and equipment from the Space restore the Space to as good order and condition as that existing upon the Commencement Date damages beyond the control of the SHARING PARTNER and due to fair wear and tear excepted and vacate the Space provided, however, that the SHARING PARTNER shall not be required to remove those improvements contemplated by Section 7(a) of this Agreement In the event that the SHARING PARTNER should fail to comply with the duties set forth in this paragraph then the SHARING PARTNER shall pay to the Government on demand the reasonable cost of compliance Any monetary compensation shall be made payable to the VAPAHCS.
- E At the expiration of this Agreement or at cancellation by SHARING PARTNER and/VAPAHCS title to all improvements made to the Building and said Space by the SHARING PARTNER (other than SHARING PARTNER S trade fixtures and equipment) shall vest in the Department of Veterans Affairs

- F The SHARING PARTNER must comply with the minimum wage requirements of the Davis-Bacon Act (40 U S C section 276a) when renovating or improving VA space

F.2. SERVICES OFFERED

- A The VA will provide all facilities and assistance as outlined herein. The SHARING PARTNER shall follow the VA's rules and regulations that apply to the services provided. This not only applies to services provided but also any financial arrangements that must be made to receive the services. Services included are as follows:

- B **Minor Maintenance & Repair (MM&R) Services** VA will make those repairs to the Space that maintains its usability (i.e. replace worn-out, consumed or broken (fair wear and tear). Examples of this are: Patching roof leaks, replacing light fixtures, repairing plumbing leaks, replace electrical outlet, spot painting, replace damaged ceiling tiles, etc.) The SHARING PARTNER shall maintain the Space in a high state of repair, notify VA Contracting Officer of MM&R requirements as deemed necessary.

SHARING PARTNER will be responsible for all housekeeping services. SHARING PARTNER will provide all necessary tools, materials, and supplies required for such housekeeping services. All substances used will require approval of VA Housekeeping staff.

- C **Protection Services** VA will provide security of building and property through patrol of exterior parameters. SHARING PARTNER shall be aware that VA has exclusive Federal and State jurisdiction. SHARING PARTNER shall provide VA Police Service with an emergency notification roster to include telephone numbers of those personnel to be notified in the event of an emergency. SHARING PARTNER shall comply with VA Police directives.

VAPAHCS will provide fire protection services. SHARING PARTNER will provide a list of all Individuals (employees and students) who will occupy the space to VA Police Department. VA will provide fire inspections and training along with necessary fire drills to all SHARING PARTNER'S staff. All SHARING PARTNER'S staff will be trained by VA staff regarding fire safety requirements and other basic safety rules.

ALL GOVERNMENT BUILDINGS ARE NO SMOKING BUILDINGS. ALL VA NON-SMOKING POLICIES AND PROCEDURES WILL BE STRICTLY ENFORCED.

D **Utility Services** Telephone and/or computer installation or removal equipment service and maintenance will be totally the responsibility of the SHARING PARTNER Maintenance of SHARING PARTNER S equipment support and all other services necessary to the daily operation of the SHARING PARTNER S project shall be the responsibility of the SHARING PARTNER

E. **Points of Contact**

<u>VA</u>	<u>TITLE</u>	<u>TELEPHONE</u>
	Contracting Officer	(650) 493-5000 ext 65666
	Contracting Officer Technical Rep.	(650) 493-5000 ext 66588
	Chief Police & Security	(650) 493-5000 ext 65891

<u>SHARING PARTNER S TITLE</u>	<u>TELEPHONE</u>
<u>San Mateo County Mental Health Svc Division / (650) 573-2544</u> Name	
<u>225 w 37th Avenue, San Mateo, California 94403</u> Address	

F **Parking** The VA will provide parking Parking shall be in accordance with any applicable VA requirements

F.3. **GENERAL CONDITIONS**

A All notices to be given pursuant to this Agreement shall be addressed as follows

(1) If to the SHARING PARTNER send to

Beverly Abbott, Director
Mental Health Services Division
225 W. 37th Avenue
San Mateo, California 94403

B If to the Government, send to

James Thomas Grissett Contracting Officer (90C)
VA Palo Alto Health Care System
3801 Miranda Avenue
Palo Alto California 94304

or

Alvin Seefeldt Asst Chief Engineering Service (138)
VA Palo Alto Health Care System
3801 Miranda Avenue
Palo Alto California 94304

or as may from time-to-time otherwise be directed by the parties. Notice shall be deemed to have been duly given

- (i) Three days subsequent to mailing if mailed by certified or registered mail postage prepaid or
- (ii) When transmitted if sent by telecopier or electronic mail provided that a written acknowledgment of receipt is transmitted back to the sender by the recipient addressed as indicated in this agreement or
- (iii) When hand delivered provided that a written receipt is supplied by the recipient

C. Use of the Space shall be subject to the general supervision and approval of the VA Contracting Officer and to such reasonable rules and regulations as may be prescribed by the Contracting Officer and delivered to the SHARING PARTNER from time-to-time

D. The SHARING PARTNER represents that it has inspected and knows the condition of the Space and it is understood that the same is hereby offered for use without any representation or warranty by the Government whatsoever and without obligation on the part of the Government to make any alterations repairs, or additions to the Space

E The SHARING PARTNER shall comply with all applicable laws ordinances and regulations, with regard to construction, sanitation licenses or permits to do business and all other matters applicable to the SHARING PARTNER

F. The right is hereby reserved to the Government its officers agents, and employees upon reasonable notice to enter upon the Space at any time for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interests of the Government and the SHARING PARTNER

shall have no claim of any character on account thereof against the Government or any officer agent or employee thereof

- G The SHARING PARTNER shall not transfer or assign this Agreement to any property on the Space (exclusive of SHARING PARTNER S personal property trade fixtures equipment and other property that is not part of the Space and not owned by the Government) nor sublet the Space or any property thereon nor grant any interest privilege or license whatsoever in connection with this Agreement without prior permission in writing from the VA Contracting Officer
- H Any activity program or use made of the Space by the SHARING PARTNER shall be in compliance with the provisions of Federal Acquisition Regulation Section 52 222-28 Equal Opportunity which is attached to this Agreement as Exhibit B .

F.4. DISPUTES

- A As used herein claim means a written demand or assertion by one of the parties seeking as legal right the payment of money adjustment or interpretation of contract terms or other relief arising or relating to this Agreement
- B Any controversy or claim arising out of or relating to this Agreement on behalf of the SHARING PARTNER shall be presented initially to the contract administrator for consideration The VA Contracting Officer shall furnish a written reply on the claim to the SHARING PARTNER In the event the parties cannot amicably resolve the matter any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled by arbitration at the VA Board of Contract Appeals in accordance with procedures set for in the Alternative Means of Dispute Resolution VA Directive 7433 and Administrative Disputes Resolution Act of 1996 and judgment upon any award rendered by the Arbitrator(s) may be entered into any Court having jurisdiction thereof
- C Any claim by the User must be presented no later than thirty (30) calendar days after cancellation or final expiration of this Agreement whichever occurs earlier otherwise SHARING PARTNER forfeits its right(s) to relief.

F.5. PRIORITY FOR VETERANS

- A VA reserves the right to deny provisions of service to SHARING PARTNER beneficiaries where space or service is unavailable or if provisions of service to the SHARING PARTNER would deny or delay care to eligible veterans. VA agrees to notify the SHARING PARTNER of any changes unavailability of services specified in this Agreement

- B Determinations by the VA concerning the availability of services and resources to be provided by the VA pursuant to this Agreement are conclusive binding on the Parties to this Agreement and non-reviewable. The decision of the VA not to provide any service or resources called for by this Agreement because of its unavailability does not constitute a breach of this Agreement and it not considered a cause for cancellation of this Agreement in whole or part.

F.6. MISCELLANEOUS

Only the Contracting Officer is authorized to act for the VA under this agreement. The SHARING PARTNER shall not use any marketing material, logos, trade names, service marks, or other material belonging to the VA without the VA's consent. The SHARING PARTNER shall not advertise this Agreement in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project, or commercial endeavor of the SHARING PARTNER. The relationship of the Parties is not and shall not be construed or interpreted to be a partnership, joint venture, or agency. As an entity of the Federal government, VA may not subject itself to State or local law.

F.7. MONITORING James Thomas Grissett will be delegated authority as Contracting Officer's Technical Representative (COTR) to monitor performance under this sharing agreement.

14 GOVERNING LAW This sharing agreement shall be governed, construed, and enforced in accordance with Federal Law.

15. INDEPENDENT CONTRACTORS: For the purpose of this sharing agreement and the use of space to be provided hereunder, the relationship of the Parties is not and shall not be construed or interpreted to be a partnership, joint venture, or agency. The relationship of the Parties is an independent contractor relationship and not agents or employees of the other party. Neither party shall have authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding on the other party, except as may be expressly provided for herein or authorized in writing.

EXHIBIT – A

CERTIFICATION OF "PRIORITY FOR VETERANS"


USE OF SPACE AGREEMENT
Between
VETERANS AFFAIRS PALO ALTO HEALTH CARE SYSTEM
And
SAN MATEO COUNTY MENTAL HEALTH SERVICES.
3080 LA SELVA
SAN MATEO, CALIFORNIA 94403

Re: Use of Building 323, A7-WING

The new Enhanced Health Care Sharing Authority requires that contracts or space agreements in which the VA sells health care resources may be executed ONLY when the following criteria are met:

1. That the agreement is necessary either to maintain an acceptable level and quality of service to veterans, or will result in improvement of services to veterans, and
2. That veterans will receive priority services under such an agreement (e.g., no contract will result in the diminution of existing levels of services to the veteran.

In accordance with VHA Directive 97-015 (Enhanced Health Care Resources Sharing Authority), I hereby certify the above criteria have been met and shall be adhered to.



Elizabeth Joyce Freeman
Acting Medical Center Director
VA Palo Alto Health Care System
Palo Alto, California 94304

Date: SEP 18 2000

EXHIBIT - B

FAR 52.222-26 EQUAL OPPORTUNITY (APR 1984)

- 1 If during any 12-month period (including the 12 months proceeding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10 000 the Contractor shall comply with subparagraphs (2)(a) through (k) below. Upon request the Contractor shall provide information necessary to determine the applicability of this clause
- 2 During performing this contract the Contractor agrees as follows
 - a The Contractor shall not discriminate against any employee or applicant for employment because of race color religion sex or national origin
 - b The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race color religion sex or national origin This shall include but not be limited to
 - (1) Employment
 - (2) Upgrading
 - (3) Demotion
 - (4) Transfer
 - (5) Recruitment or recruitment advertising
 - (6) Layoff or termination
 - (7) Rates of pay or other forms of compensation and
 - (8) Selection for training including apprenticeship
 - c The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause
 - d. The Contractor shall, in all solicitations or advertisement for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin
 - e The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the contracting Officer advising the labor union or worker s representative of the Contractor s commitments under

this clause and post copies of the notice in conspicuous places available to employees and applicants for employment

- f The Contractor shall comply with Executive Order 11246 as amended and the rules regulations and orders of the Secretary of Labor
 - g The Contractor shall furnish to the contracting agency all information required by Executive Order 11246 as amended and by the rules regulations and orders of the Secretary of Labor Standard Form 100 (EEO-1) or any successor form is the prescribed form to be filed within 30 days following the award unless filed within 12 months preceding the date of award
 - h The Contractor shall permit access to its books records and accounts by the contracting agency or the Office of Federal Contract compliance Programs (OFCCP) for the purposes of investigation to ascertain the Contractor's compliance with the applicable rules regulations and orders
 - i If the OFCCP determines that the Contractor is not in compliance with this clause or any rules regulation or order of the Secretary of Labor this contract may be canceled terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts under the procedures authorized in Executive Order 11246 as amended In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246 as amended the rules regulations and orders of the Secretary of Labor or as otherwise provided by law
 - j The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules regulations or orders of the Secretary of Labor issued under Executive Order 11246 as amended so that these terms and conditions will be binding upon each subcontractor or vendor
 - k The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance provided that if the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of any direction the Contractor may request the United States to enter into the litigation to protect the interest of the United States
- 3 Notwithstanding any other clause in this contract disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

A7-WING, BUILDING 323

TOTAL AREA

AREA A	40 X	42.67 =	1,707	GROSS S.F.
AREA B	42.67 X	87.83 =	3,748	GROSS S.F.
AREA C	66.88 X	43.83 =	2,931	GROSS S.F.
(A+B+C)			8,386	GROSS S.F.

(INCLUDING ADJACENT CORRIDORS)

DEDUCT AREA

EXTERIOR WALLS @ 9" THICKNESS				
A+B+C	379.06 X	0.75	284	
1/2 CORRIDOR	84 X	4	336	
ELECT & TELE	1 X	75	75	
MISC WALL & SPACE ALLOWANCE			75	

SUBTOTAL OF DEDUCTIONS

Available Bldg 323 AT WING AREA

770

7,616

