

SECTION A - AWARD/CONTRACT

1. CONTRACT NUMBER: <p align="center">V640S-0005 S/A 0001</p>	2. EFFECTIVE DATE <p align="center">August 12, 2001</p>
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3. AUTHORITY: SHARING AGREEMENT FOR MEDICAL RESOURCES AS AUTHORIZED UNDER TITLE 38U.S.C. SECTION 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 General Hospital, 222 West 39th Street, San Mateo, CA 94403 herein referred to as the "SHARING PARTNER" or "CONTRACTOR" identified on Page 1 of this Sharing Agreement. Contract Award (to be completed by VAPAHCS)

4. ISSUED BY: Department of Veterans Affairs Palo Alto Health Care System (90) 3801 Miranda Avenue Palo Alto, CA 94304	5. NAME AND ADDRESS OF SHARING PARTNER: San Mateo County General Hospital Department of Health Services 222 West 39 th Street San Mateo, CA 94403
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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
1 through 15	Supplemental Agreement: a. Modify CLIN 0002 to include Basement Rooms 110B, 111, 112, and 113. b. Add Monthly Rental for Aisle Saver, Manual Storage Retrieval Sys. c. Modify Cost Per Square Foot d. Add Basement Rooms of Bldg. 137. Add Dedicated Security & Police Officer to Building 137. Add Dedicated Housekeeping Services.	12	JO	\$64,178.16	770,137.92
6g. Total Amount of Sharing Agreement:					770,137.92

7. TABLE OF CONTENTS

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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 _____ 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 _____ 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.
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10a. Name and Title of Signer (Type or Print) Jerry Hill, President San Mateo County Board of Supervisors		11a. Name of Contracting Officer MICHAEL S. RODRIGUEZ	
10b. Name of Sharing Partner BY _____	10c. Date	11b. UNITED STATES OF AMERICA BY _____	11c. Date

(Signature of _____) (Signature of Section A)

CHANGE SHARING AGREEMENT SECTION B – SUPPLY SERVICES AND PRICES/COSTS:

FROM:

Item No.	Description	Quantity	U/I	Unit Cost	Total Cost
1	Use of Space Bldg 334	12	MO	33,991.30	407,892.00
	Total Square Feet	9,910			
	Cost Per Square Foot	2.91			
	Add: Purchase of Equip.	0.52			
	Per Sq. Foot - Per Month	3.43			
					<u>33,991.30</u>

TO:

Item No.	Description	Quantity	U/I	Unit Cost	Total Cost
1	Use of Space Bldg 334 - First Floor	12	MO	43,347.66	520,171.92
	Total Square Feet	10,783			
	Cost Per Square Foot	3.50			
	Add: Purchase of Equip.	0.52			
	Per Sq. Foot - Per Month	4.02			
					<u>43,347.66</u>

FROM:

Item No.	Description	Quantity	U/I	Unit Cost	Total Cost
2	Use of Space Bldg 334, Room 110 Basement	12	MO	374.00	4,488.00
	Total Square Feet	187			
	Per Sq. Foot - Per Month	2.00			
					<u>374.00</u>

TO:

Item No.	Description	Quantity	U/I	Unit Cost	Total Cost
2	Use of Space Bldg 334, Room 110B, 111, 112 AND 113	12	MO	3,480.00	41,760.00
	Total Square Feet	1,160			
	Cost Per Square Foot	3.00			
					<u>3,480.00</u>

ADD:

Item No.	Description	Quantity	U/I	Unit Cost	Total Cost
13	Use of Space Bldg 137 Basement Rooms 41, 42, 44 & 45 and one-half of Corridor C- 50	12	MO	10,082.50	120,990.00
	Total Square Feet			4,033.00	
	Per Sq. Foot - Per Month			2.50	
				<u>10,082.50</u>	

ADD:

Item No.	Description	Quantity	U/I	Unit Cost	Total Cost
14	Special Work Orders For Each Service Order Performed Above and Beyond The Normal Scope of Work Stipulated in Page 13, Paragraph c. Work Orders Capped at \$500 Per Month. E = Monthly Amount Estimated	12	JO	500.00	6,000.00 E

ADD:

Item No.	Description	Quantity	U/I	Unit Cost	Total Cost
15	Dedicated Police Security Officer Stationed in the Basement of Building 137. Hours: M-F, 7.5 Hrs Day Sat. & Sun., 4 Hrs Day	12	MO	6,768.00	81,216.00
				40.00	
				8.00	
				<u>48.00</u>	
	Dedicated Security Officer / Hr			35.25	
	Dedicated Security Officer / Week			<u>1,692.00</u>	

CHANGE PARAGRAPH 2a:

FROM:

a. The Sharing Partner shall increase all amounts paid (for use of space, equipment, processing fees, and services) by and escalation factor of 3% for each optional year following the Base Year. The escalation factor will not be applicable to ITEM 0001, Use of Space. The escalated price for ITEM 0001, Use of Space for the first Option Year is based on Equipment and Furniture cost provided under the original contract, Exhibit D - List of Equipment and Furniture. Option Year One is the last year of the original 60 month installment and will be escalated as follows:

Item No.	Description	Quantity	U/I	Unit Cost	Total Cost
1	Use of Space Bldg 334 Charged at \$3.52 per sq.ft. Total 9,910sq.ft.	12	MO	34,883.00	418,598.00

The escalated price for ITEM 0001, Use of Space for Option Year Two is:

Item No.	Description	Quantity	U/I	Unit Cost	Total Cost
1	Use of Space Bldg 334 Charged at \$3.18per sq.ft. Total 9,910sq.ft.	12	MO	31,514.00	378,168.00

TO:

The Sharing Partner shall increase all amounts paid (for use of space, equipment, processing fees, and services) by and escalation factor of 4% for each optional year following this Modification.

CHANGE SHARING AGREEMENT SECTION C
DESCRIPTION/SPECS/WORK STATEMENT

FROM:

ITEM 0001, Use of Space. The Sharing Partner shall pay \$33,991.00 per month as monetary consideration for use of the space described; see Exhibit C, Willow Clinic Space Allotment. This includes minor maintenance and repair (M&R) and utility costs (except telephone) associated with use of the Space; provided, however, that the VA shall have no liability to the Sharing Partner for failure to furnish utilities or services. The Sharing Partner's obligation to pay monetary consideration to the VA will commence on 12 August 2000.

a. The all-inclusive Sharing Partner fee for the 9,910 net square feet is \$3.43 per square foot per month, or \$33,991.00 per month for a total of \$407,896.00 per year. This Sharing Partner fee includes use of space, all utilities (except telephone), maintenance, housekeeping, and Police/Security services.

TO:

ITEM 0001, Use of Space. The Sharing Partner shall pay \$43,347.66 per month as monetary consideration for use of the space described; see Exhibit C, Willow Clinic Space Allotment. This includes minor maintenance and repair (M&R) and utility costs (except telephone) associated with use of the Space; provided, however, that the VA shall have no liability to the Sharing Partner for failure to furnish utilities or services. The Sharing Partner's obligation to pay monetary consideration to the VA will commence on 12 August 2000.

a. The all-inclusive Sharing Partner fee for the 10,783 net square feet is \$4.02 per square foot per month, or \$43,347.66 per month for a total of \$520,171.92 per year. This Sharing Partner fee includes use of space, all utilities (except telephone), maintenance, general housekeeping, and Police/Security services.

CHANGE SHARING AGREEMENT SECTION C (Continued)

FROM:

ITEM 0002, Use of Space. The Sharing Partner shall pay \$374.00 per month as monetary consideration for use of the space described; see Exhibit C, Willow Clinic Space Allotment. This includes minor maintenance and repair (M&R) and utility costs (except telephone) associated with use of the space; provided however, that the VA shall have no liability to the Sharing Partner for failure to furnish utilities or services. The Sharing Partner's obligation to pay monetary consideration to the VA will commence on 12 August 2000.

c. The all-inclusive Sharing Partner fee for the 187 net square feet is \$2.00 per square foot per month, or \$374.00 per month for a total of \$4,488 per year. This Sharing Partner fee includes use of space, all utilities (except telephone).

TO:

ITEM 0002, Use of Space The Sharing Partner shall pay \$3,480.00 per month as monetary consideration for use of the space described; see Exhibit C, Willow Clinic Space Allotment. This includes minor maintenance and repair (M&R) and utility costs (except telephone) associated with use of the space; provided however, that the VA shall have no liability to the Sharing Partner for failure to furnish utilities or services. The Sharing Partner's obligation to pay monetary consideration to the VA will commence on August 12, 2001.

c. The all-inclusive Sharing Partner fee for the 1,160 net square feet is \$3.00 per square foot per month, or \$3,480.00 per month for a total of \$41,760.00 per year. This Sharing Partner fee includes use of space, all utilities (except telephone).

d. Informational Item 000201, Aisle Saver, Manual, Storage Retrieval System (SRT) is charged at \$00.00 per month, or \$00.00 per year. The storage system is located in Room 111. The SRT is offered in "as is" original condition. Sharing Partner is responsible for all service, maintenance and administration costs associated with this unit. In the event Sharing Partner and VAPAHCS mutually agree the SRT is not serviceable or repairable within reasonable costs (\$500 maximum), both parties may agree to have the unit removed from the space at VAPAHCS' expense. VAPAHCS reserves the right to confirm all service, repairs and modifications to the SRT during an annual inspection.

CHANGE SHARING AGREEMENT SECTION C (Continued)

ADD:

ITEM 0013, Use of Space The Sharing Partner shall pay \$10,082.50 per month as monetary consideration for the use of the space described; see Exhibit D, Building 137 Clinic Annex. This includes minor custodial services, maintenance and repairs, and utility costs (except telephone) associated with use of the space; provided however, that the VA shall have no liability to the Sharing Partner for failure to furnish utilities or services. The Sharing Partner's obligation to pay monetary consideration to the VA will commence on (Date of execution).

ADD:

ITEM 0014, Special Work Orders Sharing Partner agrees to accept Line Item Work Orders up to \$500 per month as required. Pre-authorized work orders will vary in scope and breadth, and may not be limited by quantities or pricing. The Sharing Partner will request work orders of housekeeping nature by first calling the VA's Environmental Management Services, at 650.493.5000, extension 62223. Engineering work orders, i.e. electrical, HVAC, etc. should be requested through the VA's Engineering Service, at 650.493.5000, extension 63972. All other work orders should be directed through the VA's Acquisition & Materiel Management Service, at 650.493.5000, extension 65667.

ADD:

ITEM 0015, Dedicated Security Officer Sharing Partner shall pay \$6,768.00 per month as monetary consideration for a dedicated Security Officer stationed in the Sharing Partner's space at Building 137. The officer will man the space during normal Sharing Partner business hours, not to exceed eight hours per day Monday through Friday, and four hours per day on Saturdays and Sundays. Sharing Partner confirm to the VA Security Office, at extension 63821, its hours of operation.

CHANGE SHARING AGREEMENT SECTION D
PERIOD OF PERFORMANCE

Paragraph 4

FROM:

c. Housekeeping Services: VAPAHCS will perform the following housekeeping services nightly, Monday through Friday.

- I) Pickup trash from Exam Rooms
- II) Dust and wet mop tile floors of Exam Rooms.
- III) Vacuum carpeted areas nightly or as needed.
- IV) Shampoo carpeted areas Monthly. VAPAHCS Environmental Management Service does not allow food or drink in the carpeted patient waiting area.
- V) Sterile cleaning of restrooms nightly (bio cleaning quarterly).
- VI) Replenish supplies nightly.
- VII) Emergency calls for spills and clean up/supply replenishment, on call pager #11934.
- VIII) Sanitation Services complaints Call Phone # 650-493-5000 Ext. # 62223.

In the event that housekeeping services are required during weekend hours or emergency calls warrant, VAPAHCS will prepare a modification for monetary consideration and present to the Sharing Partner for negotiations.

TO:

c. Housekeeping Services: VAPAHCS will not perform any housekeeping services.

Paragraph 4

FROM:

d. Protection Services: VA will provide security of building and property through patrol of exterior parameters and security checks of doors and windows during operating hours. The Sharing Partner shall provide own internal security of Space and be aware that VA has exclusive Federal jurisdiction. Sharing Partner shall provide VA Police & Security Service with an emergency notification roster within 60 days after contract execution. The emergency notification roster shall include telephone numbers of personnel to be notified in the event of an emergency Sharing Partner shall comply with VA Security directives

TO:

e. Protection Services: VA will provide cursory security of Building 334 and Building 137 and property through patrol of exterior parameters and security checks of doors and windows during operating hours. The Sharing Partner shall provide its own internal security of Building 334 and be aware that VA has exclusive Federal jurisdiction. VAPAHCS shall provide one VA Police & Security officer on station, in the space occupied by Sharing Partner in Building 137. Duty hours for this Police & Security officer shall be from 6 a.m. to 1 p.m. Monday through Friday, and Saturdays and Sundays from 7:30 a.m. to 9:30 a.m. Sharing Partner shall provide VA Police & Security Service with an emergency notification roster within 60 days after contract execution. The emergency notification roster shall include telephone numbers of personnel to be notified in the event of an emergency Sharing Partner shall comply with VA Security directives.

Total increase of Sharing Agreement: \$29,813.16 per month or \$ 357,757.92 per year
New total estimated amount of Sharing Agreement: \$770,137.92

All other Terms and Conditions of this Sharing Agreement are unchanged.

- End of Modification -

COUNTY OF SAN MATEO

HEATH SERVICES
Hospital and Clinics Division

MEMORANDUM

Date: February 10, 2002
To: Priscilla Morse, Risk Management/ Pony # EPS 163 Fax # 363-4864
From: Tere Larcina, Hospital and Clinics/Pony # HOS316/Fax # 2267
Subject: Contract Insurance Approval

CONTRACTOR: Department of Veterans Affairs Palo Alto Health Care System

DO THEY TRAVEL: No.

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: More than one.

DUTIES (SPECIFIC): This is an amendment to a lease arrangement with the Department of Veterans Affairs Palo Alto Health Care System for space on the Menlo Park campus to locate and operate the Willow Clinic and the Methadone Clinic.

<u>COVERAGE:</u>	Amount	Approve	Waive	Modify
Comprehensive Liability:	_____	_____	<input checked="" type="checkbox"/>	_____
Motor Vehicle Liability:	_____	_____	<input checked="" type="checkbox"/>	_____
Professional Liability:	_____	_____	<input checked="" type="checkbox"/>	_____
Worker's Compensation:	_____	_____	<input checked="" type="checkbox"/>	_____

REMARKS/COMMENTS:


SIGNATURE