

FOR OFFICIAL USE ONLY

SECTION A - SHARING AGREEMENT AND/OR MODIFICATION

1. CONTRACT NUMBER: V640S-0005 S/A 0002 2. EFFECTIVE DATE: 11 August 2003

3. AUTHORITY: SHARING AGREEMENT FOR FURNISHING USE OF SPACE AND MEDICAL RESOURCES AS AUTHORIZED UNDER 38 U.S.C. 8153

The Department of Veterans Affairs, Palo Alto Health Care System (VAPAHCS), 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 (90A/C)
3801 Miranda Avenue
Palo Alto, CA 94304

5. NAME AND ADDRESS OF SHARING PARTNER:
San Mateo Medical Center
222 West 39th Street
San Mateo, CA 94403

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. Unit Price	6f. Amount
0001 thru 0015	The purpose of this Supplemental Agreement (S/A) is to: (a) Update the agreement to incorporate modifications executed in Supplemental Agreement V6540S-0005 S/A 0001 and restate the remainder of option years pricing schedule for services. (b) Delete Agreement Line Item Number (ALIN) 000401, Equipment Lease Cost and 000402, SPD Cost per Tray) and shift Equipment Cost to ALIN 0004. (c) Delete ALIN 0007- Dispensing Pharmaceuticals. (d) Change Agreement Line Item Number (ALIN) 0013 Use of Space, San Mateo County Methadone Clinic location from B/137 to B/332. Change the pricing of ALIN 0013 to reflect the location change. (e) Add provisions to ALIN 0013, for Sharing Partner to provide "in-kind services" for the treatment of VA Methadone Patients.	12	MO		

6g. Total Amount of Sharing Agreement:

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9a. Name and Title of Signer (Type or Print) 10a. Name of Contracting Officer.
MICHAEL S. RODRIGUEZ

9b. Signature of Sharing Partner. 9c. Date 10b. Signature of Contracting Officer 10c. Date

[Handwritten Signature] *[Handwritten Date]* *[Handwritten Signature]* *[Handwritten Date]*

SECTION B - SUPPLIES/SERVICES AND PRICES/COSTS

1 In consideration of the mutual agreements contained herein, the parties hereby agree as follows:

a **PRECONTRACT COSTS:** The Contracting Officer will recognize pre-contract cost incurred from 11 August 2003 to the date of the contract. Pre-contract costs are those incurred before the contract execution date, pursuant to the negotiation and in anticipation of the contract award when such action is necessary to comply with the proposed contract delivery schedule. Such costs are allowable to the extent that they would have been allowable if incurred after the date of the contract.

2 **SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS:** (MONTHLY AND ANNUAL PRICE/COST FOR SERVICES AGREEMENT LINE ITEM NUMBERS (ALIN) ARE ESTIMATED. The Actual Price/Cost for each Service ALIN is determined by actual usage of services).

OPTION YEAR NO. 3: AUGUST 11, 2003 through AUGUST 10, 2004.

Item No.	Description	Qty	Monthly Unit	Annual Cost	Cost
0001	Use of Space Bldg 334 Charged at \$3.28 per.sq.ft. Total 10,783 sq. ft.	12	MO	\$35,349.00	\$424,188.00
0002	Use of Space Bldg.334, Basement Rm. 110B, 111, 112, & 113 Charged at \$3.09 per sq.ft. Total 1,160 sq.ft.	12	MO	\$ 2,535.00	\$ 30,420.00
0003	Optometry Equipment	12	MO	\$ 209.00	\$ 2,508.00
0004	Dental Equipment Lease	12	MO	\$ 947.00	\$ 11,364.00
0005	(Intentionally left blank)				
0006	Radiology Equipment	12	MO	\$ 669.00	\$ 8,028.00
0007	(Intentionally left blank)				
0008	(Intentionally left blank)				
0009	Stat Laboratory Test (Cost per test at \$10.93 Estimated at 100% Medical Test Rate, FY02 average usage of 24 Test)	12	MO	\$ 262.00	\$ 3,144.00

OPTION YEAR NO. 3: AUGUST 11, 2003 through AUGUST 10, 2004. (Cont).

0010	Phlebotomy and Specimen Services (Cost per test at \$9.83 Estimated at 100% Medical Test Rate FY02 average usage of 3,500 draws.)	12	MO	\$ 34,421.00	\$413,052.00
0011	Auditorium Rental	12	MO	\$	\$
001101	Rental Per Day (\$300.00 per)	1	DA	\$	
001102	Rental Per Half Day (\$250.00 per)	1	DA	\$	
001103	Half Auditorium Rental (\$225.00 per)	1	DA	\$	
001104	Per Half Day (\$125.00 per)	1	DA	\$	
001105	Equipment for Auditorium (\$50.00 per)	1	DA	\$	
0012	Equipment for Auditorium				
001201	Slide Projector/Screen Per Day(\$50 per)	1	DA	\$	
001202	TV & Video Recorder (\$50 per)	1	DA	\$	
001203	Overhead Projector/Screen (\$50 per)	1	DA	\$	
001204	Flip Chart (\$25 per)	1	DA	\$	
0013	Use of Space – Methadone Clinic- Bldg 332 Charged at \$3.00 per sq.ft. Total 3,200 sq. ft.	12	MO	\$ 9,600.00	\$115,200.00
'001301	Methadone Treatment Sharing Partner provided "In-Kind" Services for VA Patients (Accts Payable)	12	MO	\$	\$
'001302	Methadone Case Management Sharing Partner provided "In-Kind" Services for VA Patients (Accts Payable)	12	MO	\$	\$ (Estimated)
0014	Special Work Orders Housekeeping Emergency Service Calls (\$37.08 per hour, \$500.00 Maximum per month).	12	MO	\$	\$
0015	(Intentionally left blank)				
	TOTAL ESTIMATED AMOUNT	12	MO	\$ 83,992.92	\$1,007,904.00

OPTION YEAR NO. 4 PRICING: AUGUST 11, 2004 through AUGUST 12, 2005.

Item No.	Description	Qty	Monthly Unit	Annual Cost	Cost
0001	Use of Space Bldg 334, Charged at \$3.38 per sq.ft. Total 10,783 sq. ft.	12	MO	\$36,409.00	\$436,908.00
0002	Use of Space Bldg.334, Basement Rm. 110B, 111, 112, & 113 Charged at \$2.25 per sq.ft. Total 1,160 sq.ft.	12	MO	\$ 2,611.00	\$ 31,332.00
0003	Optometry Equipment	12	MO	\$ 215.00	\$ 2,580.00
0004	Dental Equipment Lease	12	MO	\$ 975.00	\$ 11,700.00
0005	(Intentionally left blank)				
0006	Radiology Equipment	12	MO	\$ 696.00	\$ 8,352.00
0007	(Intentionally left blank)				
0008	(Intentionally left blank)				
0009	Stat Laboratory Test (Cost per test at \$11.26 ea)	12	MO	\$ 270.00	\$ 3,240.00
0010	Phlebotomy and Specimen Services (Cost per test at \$10.13. ea)	12	MO	\$ 35,454.00	\$ 425,448.00
0011	Auditorium Rental	12	MO	\$	\$
001101	Rental Per Day (\$300 per)	1	DA	\$	
001102	Rental Per Half Day (\$250 per)	1	DA	\$	
001103	Half Auditorium Rental (\$225 per)	1	DA	\$	
001104	Per Half Day (\$125 per)	1	DA	\$	
001105	Equipment for Auditorium (\$50 per)	1	DA	\$	
0012	Equipment for Auditorium				
001201	Slide Projector/Screen Per Day (\$50per)	1	DA	\$	
001202	TV & Video Recorder (\$50 per)	1	DA	\$	
001203	Overhead Projector/Screen (\$50 per)	1	DA	\$	
001204	Flip Chart (\$25 per)	1	DA	\$	
0013	Use of Space – Methadone Clinic Bldg 332 Charged at \$3.18 per sq.ft. Total 3,200 sq. ft.	12	MO	\$ 9,888.00	\$118,656.00
'001301	Methadone Treatment Sharing Partner provided "In-Kind" Services for VA Patients (Accts Payable)	12	MO	\$	\$
'001302	Methadone Case Management	12	MO	\$	\$

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Continuation Sheet
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San Mateo Medical Center
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Sharing Partner provided "In-Kind"
Services for VA Patients (Accts Payable)

OPTION YEAR NO. 4 (CONT.): AUGUST 11, 2004 through AUGUST 10, 2005.

0014	Special Work Orders Housekeeping Emergency Service Calls (\$37.08 per hour, \$500.00 Maximum per month).	12	MO	\$	\$
0015	(Intentionally Left Blank).				
TOTAL ESTIMATED AMOUNT		12	MO	\$ 82,749.00	\$1,058,990.00

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SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

- 1 **ITEM 0001, Use of Space.** The Sharing Partner shall pay the scheduled amount in Section B 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 10 Aug 2003.
- a This Sharing Partner fee includes use of the space, all utilities (except tele-communications), facility maintenance (except Special Work Orders for Housekeeping Emergency Services, ARLIN. 0014), and Police/Security services.
 - b The Sharing Partner will have separate key access for the clinical space used by the Sharing Partner. VAPAHCS will have access to the space at all times and reserves the right to inspect the space as necessary in order to provide all other labor, materials, and equipment necessary to maintain the integrity and safety of the space.
 - c All non-attached equipment for supplies necessary to sustain and/or enhance the Sharing Partner operation shall be the sole responsibility of the Sharing Partner for acquisition and maintenance. The Sharing Partner wholly owns equipment and other assets acquired by the Sharing Partner and VAPAHCS shall make no claim of ownership on such assets.
 - d The Sharing Partner shall have use of space for an outpatient medical clinic for residents of San Mateo Sharing Partner. This space is to be located in Building 334 at the Menlo Park Division, 795 Willow Road, Menlo Park, CA (See Exhibit C-Allotment of Space). Clinic hours of operation will be 8:00am to 6:00pm, Monday through Friday, except Thursdays the hours of operation will be 8:00 am to 9:00pm. **The Sharing Partner shall not use this space for any other purpose without the express written permission of the Contracting Officer.**
 - e The Sharing Partner shall acquire service for information services (computer systems) and telephones. The Sharing Partner shall be able to use information services infrastructure, in its current configuration, directly associated with the space leased under this agreement. Changes to the current configuration must be proposed through the COTR to the CO. The San Mateo County information services technical staff shall notify the COTR, one week in advance of need date, and request access of VAPAHCS telephone-information systems equipment closets as needed for maintenance of County computer equipment. The sharing partner may contact the VA representatives in Section E- Administrative Data, paragraph 2, Points of Contact for urgent requirements. The Sharing Partner shall be responsible for payment of telephone utilities. **All requests for expansion of information services on VAPAHCS infrastructure shall be proposed through the Contracting Officer Technician Representative (COTR).**
 - f All documents, records, programs, materials, and other appurtenances confined within said space shall remain the sole property of the Sharing Partner or its designees and shall not be subject to access or possession by individuals or organizations other than those deemed necessary and authorized by the Sharing Partner.
 - g No person(s) or organization(s) shall have access to the Sharing Partner space, or its occupants, including children, parents, and employees, of the Sharing Partner, except in the conduct of official business as it pertains to the Sharing Partner and/or matters of the Sharing Partner and as deemed appropriate by the Sharing Partner after full consideration of all laws governing the operation of said space.
 - h The Sharing Partner shall be responsible for assuring that its operation conforms to all pertinent local, state, Sharing Partner, and federal laws pertaining to and governing the operation of the medical clinic.

- i The Sharing Partner agrees to observe and obey all pertinent laws, ordinances, rules and regulations pertinent to VAPAHCS during this agreement. This agreement shall be governed, construed, and enforced in accordance with Federal law.
 - j If fire or other casualty destroys the said premises, this agreement shall terminate immediately. In case of partial damage or destruction, to render the premises untenable, the Sharing Partner may terminate this contract in its entirety by serving a written notice.
 - k Any Government property of VAPAHCS destroyed, damaged, or lost by the Sharing Partner, incident to the Sharing Partner's use and occupation of the said property, shall be promptly repaired or replaced by the Sharing Partner to the satisfaction of the Contracting Officer, or in lieu of such repair or replacement, the Sharing Partner shall, if so required by the Contracting Officer, pay to VAPAHCS money in the amount sufficient to compensate for the loss sustained by VAPAHCS by reason of damages to, or destruction of, or loss of VAPAHCS property. Any monetary compensation shall be made payable to VA Palo Alto Health Care System, Agent Cashier (04C), 3801 Miranda Avenue, Palo Alto, CA 94304.
 - l On or before the date of expiration of this agreement or its termination by either the Sharing Partner or VAPAHCS, the Sharing Partner shall vacate the demised premises, remove the fixtures there from, and restore the premises to as good order and condition as that existing upon the date or commencement of the term of this contract. Damages beyond the control of the Sharing Partner and due to fair wear and tear exempted. 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 VAPAHCS, on demand, any sum which may have been expended after the expiration or termination of this contract to restore the premises to the condition as stated herein.
 - m The Sharing Partner is required to provide a list of all Sharing Partner employees who will be working at the VA site within 60 days of contract execution. VA will forward the listing to VAPAHCS Police Service for identification use in the event of a national alert which may close down the MPD campus to essential personnel. All Sharing partner employees are to display identification badges. If badges are not provided by the sharing partner, VAPAHCS Police Service will provide badges to sharing partner at a cost of \$10.00 each. The sharing partner will certify that the individual to receive a badge is an employee of the sharing partner.
 - n The Sharing Partner will have access only to areas indicated in Exhibit C, Willow Clinic Space Allotment. Employees shall conduct themselves in accordance with all VA requirements.
 - o VA and the Sharing Partner shall mutually inspect the designated areas prior to September 1, 2003 to determine the exact condition and for the purpose of assigning responsibility for any damage discovered when Sharing Partner ceases use of the space.
- 2 **ITEM 0002, Use of Space.** The Sharing Partner shall pay the monthly scheduled amount 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-communications) 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 **10 Aug 2003.**
- 3 **ITEM 0003, Optometry Services.** The Sharing Partner shall pay the monthly scheduled amount as monetary consideration for Optometry Services. The monetary consideration for use of space for the Optometry is covered under ITEM 0001, see Exhibit C, Willow Clinic Space Allotment.

- 4 **ITEM 0004, Dental Equipment.** The Sharing Partner shall pay the monthly scheduled amount as monetary consideration for the Dental Equipment. The monetary consideration for use of space for four Operatories is included under ITEM 0001, see Exhibit C, Willow Clinic Space Allotment.
- a VAPAHCS will not provide any supplies for the Sharing Partner Dental Clinic, including Dental Radiology Film for processing. VAPAHCS will not provide and additional instruments or Supplies, Production and Distribution (SPD) sterilization services for the Sharing Partner Dental clinic. The Sharing Partner will retain ownership of any replacement equipment purchased at their expense.
 - b The parties agree that Sharing Partner dental patients **will not wait for dental appointments in the VAPAHCS dental suite waiting area** due to lack of adequate space. In lieu of this, Sharing Partner patients will be able to utilize VAPAHCS' main waiting area or the Willow Clinic waiting area. We also agree that Sharing Partner dental staff shall adhere to all VA regulations pertaining to clinic operation and infection control procedures.
 - c The parties agree that Sharing Partner **shall not** have the use of the VAPAHCS Dental Lab located in Room F123. VAPAHCS recommends the Sharing Partner renovate Room F113 for use as a Dental Lab. VAPAHCS Facilities Division shall approve all proposed modifications to facilities regarding the development of a Dental Lab in Room F113 before the Sharing Partner initiates renovation.
- 5 **ITEM 0005. (INTENTIONALLY LEFT BLANK)**
- 6 **ITEM 0006, Radiology Equipment.** The Sharing Partner shall pay the monthly scheduled amount as monetary consideration for Radiology Equipment. The monetary consideration for the use of space is included under ITEM 0001, see Exhibit C, Willow Clinic Space Allotment.
- a VAPAHCS also agrees to permit Sharing Partner-employed registered radiology technologists to operate the Medical Radiology Suite Monday through Friday at the Menlo Park Division during the hours of 09:00am-5:00pm. Sharing Partner-employed technologists will perform all requested radiology requests for VA beneficiaries as well as Sharing Partner beneficiaries in a timely manner and be available at all times during regular operating hours for VAPAHCS radiology requests. Sharing Partner-employed technologists will be subject to all VAPAHCS quality standard and regulations pertaining to the operation of the Radiology Suite. VAPAHCS agrees to train Sharing Partner-employed technologists in skills necessary to operate the Radiology Suite. However, at no time will Sharing Partner-employed technologists be construed as being employed by VAPAHCS. The Sharing Partner will be responsible for full-time coverage of the Radiology Suite, including occasions when Sharing Partner technologists are on sick or personal leave. **VAPAHCS agrees to stock the Radiology Suite with supplies necessary for operations in exchange for the staffing/coverage of the Radiology Suite by the Sharing Partner.**
 - b The Sharing Partner shall have computer access to VAPAHCS Decentralized Hospital Computer Program (DHCP) for entering VA patient information for those VA patients requiring radiology services. **The Sharing Partner shall not enter any San Mateo County/Willow Clinic patient data into the VAPAHCS DHCP system.**
- 7 **ITEM 0007. Intentionally left blank.**

8 **ITEM 0008, INTENTIONALLY LEFT BLANK.**

9 **ITEM 0009, STAT Laboratory Test.** The Sharing Partner shall pay the monthly scheduled amount in Section B as monetary consideration for STAT laboratory test. VAPAHCS will bill sharing partner monthly for actual test completed at the rate specified.

10 **ITEM 0010, Phlebotomy and Specimen Service.** The Sharing Partner shall pay the monthly scheduled amount in Section B as monetary consideration for each routine sessions of phlebotomy and specimen service. VAPAHCS will bill sharing partner monthly for actual test completed at the rate specified.

11 **ITEM 0011, Auditorium Rental.** The Sharing Partner shall pay the indicated amount below on a as use basis per requirements. as monetary consideration for one job for use of half the auditorium rental, one day per month for staff meetings.

a Auditorium Rental.

1) Rental Per Day	1	DAY	\$300.00.
2) Rental Per Half Day	1	DAY	\$250.00.
3) Half Auditorium Rental	1	DAY	\$225.00
4) Per Half Day	1	DAY	\$125.00.

12 **ITEM 0012, Equipment for Auditorium:**

a Equipment Rental.

1) Slide Projector/Screen Per Day	1	DAY	\$50.00.
2) TV & Video Recorder	1	DAY	\$50.00.
3) Overhead Projector/Screen	1	DAY	\$50.00.
4) Flip Chart	1	DAY	\$25.00.

b VAPAHCS will allow the Sharing Partner to use the auditorium, located in Building 334, Room C200, for conferences or meetings when it is not scheduled for use by VAPAHCS staff. Reservations to use the auditorium need to be coordinated with Medical Media, Menlo Park Division, extension 22322. A reservation from will need to be submitted to Medical Media before each event. The entire auditorium has the capacity of holding up to approximately 250 people maximum. The entire day means both morning and afternoon. One-half of the day is either morning or afternoon. Food and beverages are not permitted in the auditorium.

13 **ITEM 0013, Use of Space – Methadone Clinic.** The Sharing Partner shall pay the scheduled amount in Section B 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 **19 Nov 2002.**

14 **ITEM 001301, METHADONE PATIENT SERVICES (IN-KIND SERVICES).**

a **METHADONE TREATMENT.** The Sharing Partner shall bill VAPAHCS for services rendered per Section B as monetary consideration for methadone treatment services on VA Patients. The sharing partner will bill VAPAHCS for the actual number of VA Patients treated per month.

b **CASE MANAGEMENET.** The Sharing Partner shall bill VAPAHCS for services rendered per Section B as monetary consideration for the Case Management of VA Patients. The sharing partner will bill for the actual number of VA Patients treated per month.

- 1) The sharing partner will maintain a digital record of VA Patients treated. The monthly invoice will include a record of patients treated. The VAPAHCS Fiscal Service may audit the records maintained by the sharing partner upon VAPAHCS' request. Send Invoices for services rendered under ALIN 001301, Methadone Treatment and 001302, Methadone Case Management to: **VAPAHCS, COTR, Michele Gaouette, B/334, 116A MPD, 795 Willow Rd, Menlo Park, CA 94025.** The COTR will certify the invoices for payment and forward to Fiscal Service (05), Attention: Accounts Payable, 3801 Miranda Ave., Palo Alto Ca. 94304. Sharing Partner will submit monthly invoices in arrears and the invoices must reflect Sharing Agreement Number, detail charges for each Sub-ALIN, 001301 and 001302 (including date of services), and remittance address.
 - 2) The sharing partner will provide methadone maintenance following JCAHO accredited guidelines, and Substance Abuse and Mental Health Services Administration (SAMHSA).
 - 3) The sharing Partner will provide methadone maintenance to current VAPAHCS Patients. This includes but is not limited to:
 - (A) Sharing partner will dispense methadone according to sharing partner procedures and guidelines.
 - (B) Sharing partner will provide comprehensive assessment of VA Patients.
 - (C) Sharing partner will provide individualized treatment plan of VA Patients.
 - (D) Sharing partner will provide individualized case management of VA Patients, a minimum of 50 minutes per month.
 - (E) Sharing partner will provide group counseling of VA Patients, specifics to be designated.
 - (F) Sharing partner will provide ongoing health education of VA Patients.
 - 4) The VAPAHCS Contracting Officer Technical Representative (COTR) will act as liaison to coordinate and refer eligible veterans to VA Programs or clinics as required.
 - 5) VAPAHCS will discharge VA Patients and provide them with a discharge summary and provide to the sharing partner.
 - 6) VAPAHCS will coordinate with the VA Lab to provide a RPR for the sharing partner, per their requirements.
 - 7) VAPAHCS will provide signed consent forms from the veteran enabling sharing partner's access to VA providers (primary care and mental health) to discuss information as needed on VA Patients.
 - 8) VAPAHCS primary care provider will provide VA Patients annual physicals as required by the sharing partner.
- 15 **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 Environmental Management Service, at 650-493-5000, extension 62223. Engineering work orders, i.e. electrical, HVAC, etc. should be requested through the VA's Engineering Service at 650-4903-5000, extension 63972. All other work orders should be directed through the VA's Acquisition & Materiel Management Service, at 650-849-0546.
- 16 **ITEM 0015, INTENTIONALLY LEFT BLANK.**

SECTION D – PERIOD OF PERFORMANCE

1. PERIOD OF PERFORMANCE.

- a. The period of performance of this sharing agreement remains unchanged. The changes of this supplemental agreement are in effect upon execution by both parties. The original period of performance for this sharing agreement is stated below:

Base Year: 11 August 2000 through 10 August 2001
Option Year 1: 11 August 2001 through 10 August 2002
Option Year 2: 11 August 2002 through 10 August 2003
Option Year 3: 11 August 2003 through 10 August 2004
Option Year 4: 11 August 2005 through 10 August 2005

2. OPTION YEARS.

- a. This Agreement will begin on the Effective Date, will continue in effect for one year, per the schedule above or otherwise indicated by this supplemental agreement, and will thereafter automatically renew for successive one (1) year terms, unless terminated in accordance with the Modification or Cancellation Clause of this agreement.

SECTION E – ADMINISTRATIVE DATA

- 1 **CONTRACTING OFFICER:** The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract. The Sharing Partner shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue changes which will affect the scope of work or quality of performance of this contract. The Contracting Officer's address is 3801 Miranda Ave., Building 6, Room C-146, Palo Alto, California 94304; phone number and fax are shown below:

2 Points of Contact:

a VA:	Name	TITLE	TELEPHONE
	Michael S. Rodriguez	Contracting Officer	(650) 849-0546 (650) 333-7961 (Cell)
	James T. Grissett	Contracting Officer	(650) 493-5000 ext. 64104 (650) 444-5605 (Cell)
	Michele Gaouette	Contracting Officer Technical Representative	(650) 493-5000 ext. 22951 (650) 329-6483 (Pager)
	Christopher C. Roberts Police	Program Analyst Dispatch	(650) 849-0546 (650) 493-5000 ext. 65891

b SHARING PARTNER:	TITLE	TELEPHONE
Jonathan Mesinger	Program Services Manager	(650) 573-2587
Gillian Botha –Harvey	Clinic Manager, South County Clinics	(650) 578-7197
Donna Dean	Methadone Clinic	(650) 578-7164
Steve Alms	Real Property Manager, County Manager's Office	(650) 363-4047

3 Parking:

- a The VA will provide parking for Willow and Methadone Clinic employees in Parking Lot No. 8 and Lot No. 12, See Exhibit E, Map of MPD. Sharing Partner shall instruct all San Mateo County patients to utilize Parking Lot No. 2.
- b Sharing Partner employees and patients will adhere to the VAPAHCS Health Care system Memorandum No. 07-00-01; Parking and Traffic Control, February 29, 2000, see Attachment 1.

4 Hours of Operation:

- a All VAPAHCS Facilities are closed to the public after 8:00 PM. Business Hours are from 12:00 Noon to 4:30 PM and Visiting Hours are from 12:00 Noon to 8:00 PM.
- b VAPAHCS policy states that individuals must present a valid reason for their presence on our facility. If an individual is unable to justify their presence, these individual will be ordered to depart the property. Individuals refusing to depart the property or whose actions create a reasonable suspicion of criminal activity may be cited and/or arrested for trespassing as authorized by Federal Law and VA Regulations.

5 Notices. All notices to be given pursuant to this Agreement shall be addressed as follows:

- a If to the Sharing Partner, send to:

San Mateo Medical Center
222 West 39th Street
San Mateo, CA 94403

ATTN: Terre Larcina

- b If to the VAPAHCS, send to:

Michael S. Rodriguez, Contracting Officer (90A/C) (or designee)
VA Palo Alto Health Care System
Palo Alto Division
3801 Miranda Ave.
Palo Alto, California 94304

- c Alternatively, as may from time-to-time otherwise be directed by the parties, notice shall be deemed to have been duly given.
 - 1) Three days subsequent to mailing if mailed by certified or registered mail, postage prepaid; or
 - 2) When transmitted if sent by fax 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
 - 3) When hand delivered, provided that a written receipt is supplied by the recipient.
 - d Persons entering government property must consent, upon request, to the inspection of all packages, luggage and containers in their possession. Refusal to consent to inspection is basis for denial of admission.
 - e Persons are not permitted to have in their possessions firearms, ammunitions, weapons, intoxicating liquors or narcotics.
- 6 Order of Precedence:** The terms, conditions, and attachments included herein, including any formal written modifications thereto, constitute the complete agreement between the parties and take precedence over any other language, oral or written.
- 7 Contractor supplied information:** Please supply the following information for VA reporting purposes:

a Tax Identification Number: _____

b Dun and Bradstreet (DUNS) Number: _____

8 **Payment:** Payment of sums due will be paid monthly upon submission of an Optional Form 1114, Bill for Collection, submitted to the Sharing Partner. The Bill of Collection will be submitted monthly in arrears. The Bill of Collection will be submitted no later than the 20th of the month for services provided in the previous calendar month. "VAPAHCS" reserves the right to review charges on an annual basis and renegotiate charges to include raises that encompass either inflation or actual cost increases starting one year from effective date of the sharing agreement. Subsequent price increases or decreases will be based on the change in the Consumer Price Index for the previous twelve- (12) months. However, no price increases in any 12-month period will be lower than actual costs to provide services. Any price increases shall also remain firm for a period of twelve (12) months.

9 **Holidays:**

a The ten holidays observed by the Federal Government are:

New Years' Day	Labor Day
Martin Luther King, Jr.'s Birthday	Columbus Day
President's Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

b or any other day specifically declared by the President of the United States to be a national holiday. In the event the dentist is absent due to sickness or illness, emergency dental care will be provided by VA Connecticut. Scheduled and unscheduled days off by VA Connecticut dental staff may be made up by the appropriate individual if approved in advance by the DVA.

SECTION F – SPECIAL SHARING AGREEMENT REQUIREMENTS

1 SERVICES OFFERED.

- a The VA will provide all services, supplies, 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.
- c **Protection Services:** VA will provide cursory police rounds of Building 334 and Building 332 and property through patrol of exterior parameters and security checks of doors and windows during operating hours. The Sharing Partner may provide its own internal security of Building 334 and be aware that VA has exclusive Federal Jurisdiction. Sharing Partner shall provide VA Police 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 Police Directives.
- d Sharing Partner will be responsible for having all required doors re-keyed at their expense and will provide keys to the VA.
- e **ALL GOVERNMENT BUILDINGS ARE NO SMOKING BUILDINGS. ALL VA NON-SMOKING POLICIES AND PROCEDURES WILL BE STRICTLY ENFORCED.**
- f **Utility Services:**
 - 1) 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.
 - 2) VAPAHCS will provide existing services for utilities, electricity, water, gas, sewage, hazardous/infectious waste disposal, engineering services (power, ventilation, exhaust, plumbing, etc.), security and existing used furniture/equipment. VAPAHCS, at the Director's discretion, and to the extent allowable by law, may provide other services, equipment and supplies, as it deems appropriate in order to provide support and to acclimate the Sharing Partner into VAPAHCS routines.
- g VAPAHCS will provide a full range of clinical laboratory services to the Sharing Partner during the hours of 9:00am-5:30pm, Monday through Friday. These services shall include performance and analysis of the tests. The Sharing Partner staff will have order entry authority on DHCP, and results of the tests conducted at the Menlo Park laboratory will automatically print to a designated network printer in the clinic area.

- h 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.
- i 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 VAPAHCS whatsoever and without obligation on the part of the VAPAHCS to make any alterations, repairs, or additions to the Space.
- j The Sharing Partner shall comply with all applicable laws, ordinances, and regulations of the State of California, with regard to construction, sanitation, licenses or permits to do business, and all other matters applicable to the Sharing Partner.
- k The right is hereby reserved to the VAPAHCS, 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 VAPAHCS and the Sharing Partner shall have no claim of any character on account thereof against the VAPAHCS or any officer, agent or employee thereof.
- l 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 VAPAHCS), 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.
- m 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".

SECTION G – SHARING AGREEMENT CLAUSES

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 canceled by either party provided at least sixty- (60) days written notice is given by the VA Contracting Officer or the Director of Health Services, Department of Health Services, San Mateo county General Hospital (Sharing Partner) prior to the anniversary date, without further liability to VA or San Mateo County.
- c The Sharing Partner shall maintain receipts of all costs to the Sharing Partner for renovation purposes for the duration of the contract. In the event of early termination, the Sharing Partner will be reimbursed on a pro-rated basis of all receipts for renovation purposes, subject to the availability of funds. VA makes no representation that it will seek such funds. For example, if agreement is terminated after one year, Sharing Partner will be reimbursed for 80% of renovation costs (supported by receipts). After the second year, Sharing Partner will be reimbursed for 60%, after third year 40%, after fourth year 20%, and after five years 0%.
- d 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. The Sharing Partner shall vacate the Space, remove the property of the Sharing Partner and restore the Space as provided in section B, paragraph 1m of this Agreement.
- e In the event the VAPAHCS 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.
- f In the event that the Space is totally destroyed by fire or other casualty, this Agreement shall immediately be canceled. 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 VAPAHCS within thirty (30) calendar days or in part by a supplemental agreement hereto if approved by the VAPAHCS.
- g 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 VAPAHCS.

2 LIABILITY & INSURANCE.

- a The Sharing Partner, San Mateo County, San Mateo County General Hospital, Department of Health Services is self indemnified and not required to 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. The Sharing Partner is liable to make repairs, restoration, or replacement of the Space to the satisfaction of the VAPAHCS Contracting Officer, in the event of loss due to fire and this agreement is to continue pursuant to Section B, paragraph 1. In lieu of such repair or replacement, the sharing Partner shall, if so required by the VAPAHCS, pay to the VAPAHCS money in an amount sufficient to compensate for the loss sustained by the VAPAHCS due to fire. The Sharing Partner shall not construe any provisions of this Agreement as an obligation upon the VAPAHCS to repair, restore, or replace the Space, or any part of the Space.
- b The Sharing Partner shall promptly repair or replace any property of the VAPAHCS damaged or destroyed by the Sharing Partner incident to the Sharing Partner's use of the Space. In lieu of such repair or replacement the Sharing Partner shall, if so required by the VA, pay to the VAPAHCS money in an amount sufficient to compensate for the loss sustained by the VAPAHCS due to damages to or destruction of VAPAHCS property. Any monetary compensation shall be made payable to the VA Palo Alto Health Care System and forwarded by the Sharing Partner to the Agent Cashier, VA Palo Alto Health Care System.
- c The VAPAHCS 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 VA 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 VA harmless from any and all such claims.

3 BUILDING ALTERATIONS, UPGRADES & MODIFICATIONS

- a The Sharing Partner may, at its own expense and without expense to the VA, make minor renovations to 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 VA to the Sharing Partner. All plans for renovations and upgrades shall be prepared by licensed architect/engineer and 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 VAPAHCS, which consent will not be unreasonably withheld, delayed or conditioned, provided, however, that the Sharing Partner may make certain improvements to the Space and the Building as provided in Section D, paragraph 3 of this Agreement and to accommodate the Sharing Partner's intended use of the Space. Improvements will be subject to accomplishment by licensed/bonded contractors with workmanship subject to inspection and acceptance by the VA

- d On or before the date of expiration of this Agreement, or its termination by the Sharing Partner, or its termination by the VAPAHCS, 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 D, paragraph 3 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 VAPAHCS on demand the reasonable cost of compliance. Any monetary compensation shall be made payable to the VA Palo Alto Health Care System.
- e At the expiration of this Agreement, 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.
- g The Sharing Partner should identify to the designated Facilities Maintenance individuals all repairs required for VA building and equipment. 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, extension 62468. All repair costs incurred during the period of this agreement shall be borne by the VA.

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 VA Contracting Officer 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 Sharing 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 Sharing Partner 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.

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-revisable. 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.

6 MISCELLANEOUS.

- a **MARKETING:** 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. This Agreement shall be governed, construed, and enforced in accordance with Federal law.
- b **MONITORING** Michelle Gaouette will be delegated authority as Contracting Officer's Technical Representative (COTR) to monitor performance under this sharing agreement.
- c **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.

INCORPORATED FEDERAL ACQUISITION REGULATION CLAUSES**7 52.252-2 Clauses Incorporated by Reference.**

As prescribed in 52.107(b), insert the following clause:

Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[<http://www.amet.gov/far/farqueryframe.htm>]

(End of clause)

8 52.217-8 Option to Extend Services.

As prescribed in 17.208(f), insert a clause substantially the same as the following:

Option to Extend Services (Nov 1999)

The VAPAHCS may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

9 52.217-9 Option to Extend the Term of the Contract.

As prescribed in 17.208(g), insert a clause substantially the same as the following:

Option to Extend the Term of the Contract (Mar 2000)

The VAPAHCS may extend the term of this contract by written notice to the Contractor within 15 days; provided that the VAPAHCS gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the VAPAHCS to an extension.

If the VAPAHCS exercises this option, the extended contract shall be considered to include this option clause.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, 6 months.

(End of clause)

**SECTION H – EXHIBITS
EXHIBIT – A**

CERTIFICATION OF “PRIORITY FOR VETERANS”

**USE OF SPACE AND HEALTH CARE RESOURCES AGREEMENT
Between
VETERANS AFFAIRS PALO ALTO HEALTH CARE SYSTEM (VAPAHCS)
And
CLARA-MATEO ALLIANCE, INC.**

Re: Use of Building 334, See Exhibit C.

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 1660.1 (Enhanced Health Care Resources Sharing Authority-Selling), I hereby certify the above criteria have been met and shall be adhered to.

Date: _____

Medical Center Director
VA Palo Alto Health Care System
Palo Alto, CA

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 VAPAHCS 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.

EXHIBIT C
ALLOTMENT OF SPACE

SERVICE AREA	WING	ROOM NO.	SQ.FT.	TOTAL	
Main Clinic	A	102			
		102A			
		102B	425	425	
	C	100			
		101A			
		101B			
		101 - 131			
		132A			
	Coor.	133 - 135			
		C-1			
		C-2			
		C-3			
	Shared Space Dental Office 4 Operatories Dental Radiology(S) Central Sterilization(S) Radiology Services	D	C-4	8,867	8,867
F			108	0	869
F109			0		
F112			0		
F114-F115			0		
F118-F118A			0		
F116			0		
132			0		
132A			0		
132B			0		
132C			0		
133			0		
134			0		
134A	0				
135A	0				
136	0				
136A	0				
Optometry Services Storage space	D	117	55	567	
	Basement	110B	0		
		111	0		
		112	0		
		113	0	1,160	
Methadone Clinic	Bldg 332		0	3,200	
Total Sq. Ft. for Willow Clinic				15,088	
Total Sq. Ft. for Methadone				10,728	
Total Sq. Ft. for Basement				3,200	
				1,160	

Total Sq. Ft.				15,088
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**EXHIBIT D
 WILLOW CLINIC EQUIPMENT/FURNITURE MANIFEST**

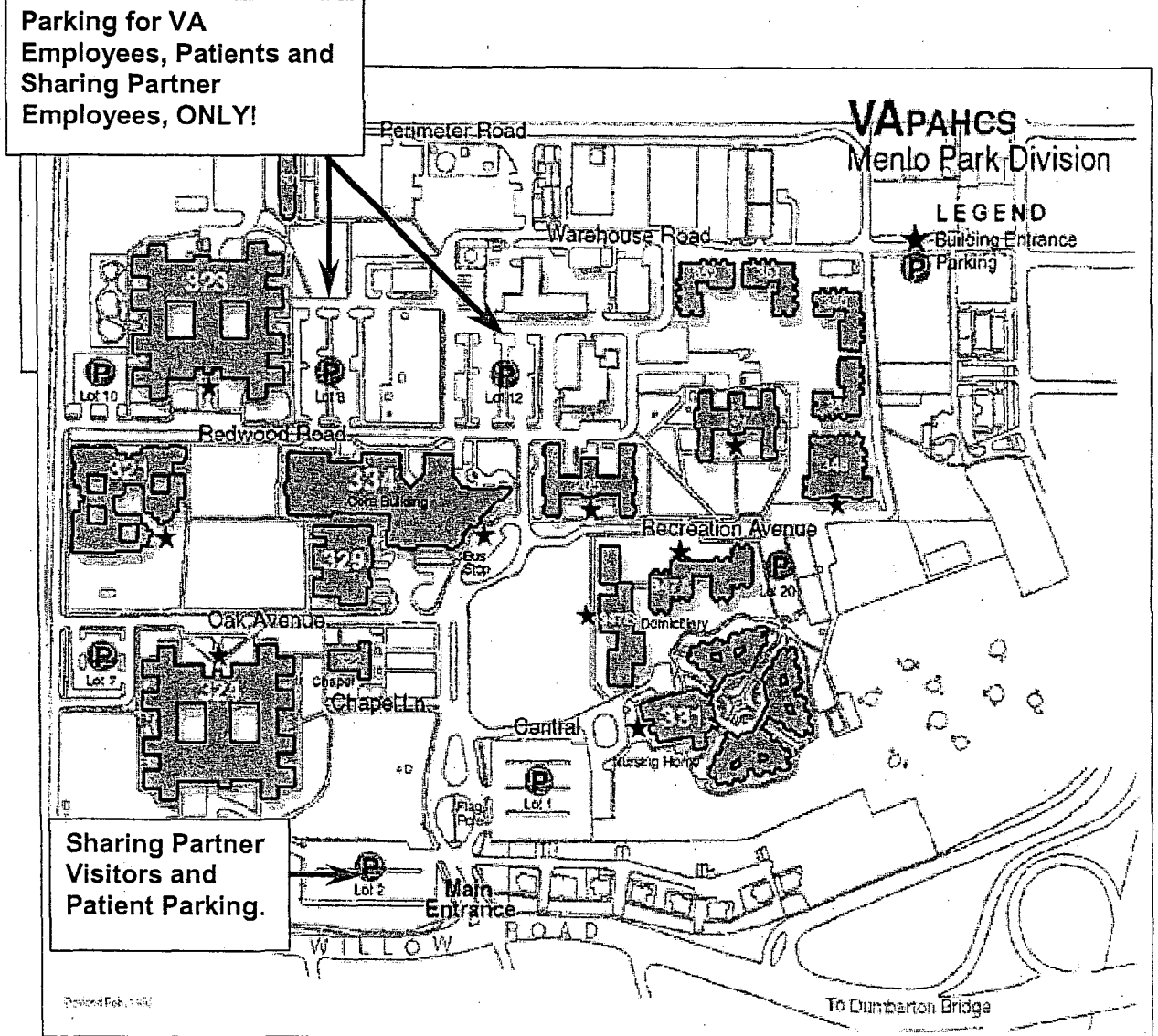
DESCRIPTION	UNIT PRICE	QTY	TOTAL	SOURCE
Trash Can	\$45.85	20	\$917.00	EMS
Paper towel dispenser	\$63.50	20	\$1,270.00	EMS
EMS Sub-total			\$2,187.00	
Cry-Ac Liquid Nitrogen Dispenser	\$670.00	1	\$670.00	Expendable
One-step foot stool	\$80.15	17	\$1,362.55	Expendable
Adjustable porovider stool	\$158.24	10	\$1,582.40	Expendable
Baskets (BP cuff)	\$19.07	17	\$324.19	Expendable
Examing Light	\$147.74	10	\$1,477.40	Expendable
Otoscope dispenser	\$13.55	17	\$230.35	Expendable
Otoscope/Ophthalmoscope	\$405.05	17	\$6,885.85	Expendable
BP cuffs	\$18.00	24	\$432.00	Expendable
Sph6gmonanometer	\$54.08	17	\$919.36	Expendable
Dual reading MD's adult scale	\$332.00	1	\$332.00	Expendable
Free-standing sphygmomanometer	\$190.25	2	\$380.50	Expendable
Glucometer	63.00	4	\$252.00	Expendable
Wall-mounted white screen	\$113.22	1	\$113.22	Expendable
Supply Carts	\$300.00	5	\$1,800.00	Expendable
Halogen Light	\$182.91	2	\$365.82	Expendable
Dual reading pediatric scale	\$332.00	1	\$332.00	Expendable
Mayo Stand	\$230.16	2	\$460.32	Expendable
Woods Lamp (UV)	\$245.00	1	\$245.00	Expendable
Expendable Sub Total			\$18,164.96	
Fax Machine	\$995.00	2	\$1,990.00	NX
Exam Table	\$725.00	13	\$9,425.00	NX
Knee Crutches for Exam Table	\$193.17	3	\$579.51	NX
Warmer Drawer for Exam Table	\$93.85	13	\$1,220.05	NX
Exam Table	\$2,827.00	2	\$5,654.00	NX
Pulse Oximeter	\$969.50	1	\$969.50	NX
Oral Thermometer	\$226.13	2	\$452.26	NX
Tymapanic Thermometer	\$376.88	6	\$2,261.28	NX
Vision Tester	\$1,999.00	1	\$1999.00	NX
Audiometer	\$745.00	1	\$745.00	NX
Two Headed Training Microscope	\$3,835.71	1	\$3,835.71	NX
Colposcope	\$3,995.00	1	\$3,995.00	NX
Leep Machine	\$4,197.50	1	\$4,197.50	NX
PFT Machine	\$2,325.00	1	\$2,325.00	NX
Hyfrecator & Smoke efvacutor	\$1,562.42	1	\$1,562.42	NX
NX Sub-total			\$41,211.23	

EXHIBIT D
WILLOW CLINIC EQUIPMENT/FURNITURE MANIFEST
(CONTINUE)

Refrigerator/freezer full size	\$500.00	1	\$500.00	SPD
Wheelchair	\$375.00	2	\$750.00	SPD
Continuous Suction	\$1,000.00	1	\$1,000.00	SPD
Marquette ECG Machine	\$6,000.00	1	\$6,000.00	SPD
Nebulizer	\$100.00	1	\$100.00	SPD
Oxygen Tank Carrier	\$150.00	1	\$150.00	SPD
X-ray light box	\$500.00	2	\$500.00	SPD
SPD Sub-Total			<u>\$9,500.00</u>	
GRAND TOTAL			\$71,063.19	

EXHIBIT E

MAP OF MPD



SECTION I - LIST OF ATTACHMENTS
ATTACHMENT 1

07-00-01
2 PAGE 1

JUN 24, 2003

VETERANS AFFAIRS PALO ALTO HEALTH CARE SYSTEM
3801 Miranda Avenue
Palo Alto, CA 94304-1290

February 29, 2000

HEALTH CARE SYSTEM MEMORANDUM No. 07-00-01

SUBJ.: Parking and Traffic Control

1. SUMMARY: This is a new policy.
2. PURPOSE: To state policies and procedures concerning parking and traffic control on VA property.
3. POLICY: All employees, patients, general public and visitors are expected to comply with Federal, state, county and city laws and ordinances governing the operation of motor vehicles as well as the provisions of this directive.
4. PROCEDURES:
 - a. General:
 - (1) Vehicles will be parked only in designated areas. All Parking areas, reserved parking areas and fire lanes are indicated by signs and appropriate curb markings.
 - (2) The speed limit on the grounds is 15 miles per hour unless otherwise posted. Radar will be used to monitor vehicle speed.
 - (3) Double parking, blocking crosswalks, parking at loading docks, parking within 15 feet of a fire hydrant and parking in fire lanes and roadways is prohibited.
 - (4) Pedestrians have the right-of-way over vehicles in all areas.
 - (5) Parked vehicles should have the ignition key removed, windows closed and doors locked for the protection of the vehicle and its contents against theft.
 - (6) Every Effort will be made to protect vehicles and their contents while on the grounds. However, The VA Palo Alto Health Care System (VAPAHCS) assumes no liability for loss from, or damage to, privately owned vehicles and their contents.
 - (7) Storage of vehicles by patients and off-duty employees is not authorized.
 - (8) Passing moving vehicles, making U-turns, failure to yield the right-of-way, and driving the wrong way in a one-way area are prohibited. All vehicles must be brought to a full stop at stop signs.
 - (9) Sounding of horns is prohibited on the grounds.
 - (10) All vehicles will pull into parking spaces. Backing in will not be permitted.
 - (11) The Emergency entrances are reserved for emergency vehicles only. Any other vehicles parked in this area will be ticketed and subject to being towed at the owner's expense.
 - b. Vehicle Identification:
 - (1) All employees or regularly scheduled volunteers who park in controlled parking areas are required to register and display a parking decal on their vehicle.
 - (2) Carpools (2 or more people) will be issued a

FOR OFFICIAL USE ONLY

07-00-01

JUN 24, 2003

special permit for their vehicles. Only one special permit will be issued to each carpool which is to be displayed on the car-pooler's current vehicle.

(3) In order for employees to obtain parking decals, they are required to show proof of vehicle registration, insurance and their picture I.D. card at the time of issuance. The decal will be placed on the rear view mirror so that it is readily visible. Decals will not be altered or changed in any way. Decals must be renewed when lost or mutilated.

(4) Handicapped Identification Tags - Must be obtained through DMV.

c. Parking Area Designations: Parking is permitted in those areas designated and lined for parking. Vehicles found in other areas will be ticketed and subject to towing at the owner's expense. Priority parking will be given in accordance with MP-1, Part I, Chapter 3, Section 8.

d. Inpatient Parking: Inpatients are not permitted to store their vehicles on the grounds as a general rule. But, if a patient's vehicle must be temporarily stored, arrangements must be made by the patient or a family member to remove the vehicle from the property within 10 days from the date that the patient was admitted. Patient vehicles keys will be turned in to the VA Police until arrangements can be made.

e. Special Situations: Employees who have temporary vehicles without a decal or who are required to work overtime during restricted parking hours must notify the VA Police and Security office of the situation in a timely manner. In addition, employees who become temporarily disable should contact the Chief of Police via memo or email for special parking considerations and instructions.

f. Enforcement:

(1) The VA Police are responsible for enforcing rules and regulations concerning parking and traffic violations as well as all violations under 38 C.F.R. 1.218(b).

(2) Violations - Traffic violations will be issued to those who violate traffic and/or parking rules and regulations.

(a) Warning Violation Notice - An employee will receive two (2) courtesy warnings and one (1) counseling prior to receiving a parking citation by VA police except where a vehicle is parking in clearly marked emergency lanes or parking spaces. (i.e., parking in fire lanes, handicapped, and patient/visitors lots, etc.).

(b) Federal Violation Notice - Will be issued according to 38 C.F.R. 1.218(b).

5. Responsibilities: The Chief of Police is delegated overall responsibility for parking and traffic control at the VAPAHCS. Action being taken on violations will be through the U.S. District Court Violation Notice System. An annual survey and review of parking space allotments will be conducted. All service chiefs with trainees and or students under their jurisdiction will be responsible for properly identifying assigned parking areas to these individuals.

6. REFERENCES: VHA Supplement to MP-I, Part I, Change 42.
AFGE Master Agreement

7. RESPONSIBLE OFFICIAL: Chief, Police & Security Service

Elizabeth Joyce Freeman

Attachment

DISTRIBUTION: A & B (via DHCP)

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

LANDLORD
 Name of ~~Contractor~~: Veterans Affairs
 Contact Person: Palo Alto Health Care System
 Address: Christopher C. Roberts
3801 Miranda Ave.
Palo Alto, CA 94304
 Phone Number: (650) 493-5000, ext 65666
 Fax Number: (650) 852-3443

II Employees

LANDLORD
 Does the ~~Contractor~~ have any employees? Yes No
LANDLORD
 Does the ~~Contractor~~ provide benefits to spouses of employees? Yes No

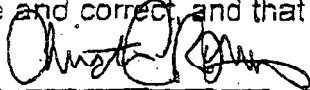
If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.



Signature

Christopher C. Roberts
Name (Please Print)

Program Analyst, AMMS

Title

February 6, 2004

Date