

**FOR OFFICIAL USE ONLY**

<b>SECTION A - AWARD/CONTRACT/MODIFICATION</b>							
<b>1. CONTRACT NUMBER:</b> V640S-0068				<b>2. EFFECTIVE DATE:</b> See Block 11c.			
<b>3. AUTHORITY: SHARING AGREEMENT FOR MEDICAL RESOURCES AS AUTHORIZED UNDER TITLE 38 U.S.C. SECTION 8153.</b> 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 Services Division, 225 West 37 <sup>th</sup> Ave., 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)							
<b>4. ISSUED BY:</b> Department of Veterans Affairs Palo Alto Health Care System (90) 3801 Miranda Avenue Palo Alto, CA 94304				<b>5. NAME AND ADDRESS OF SHARING PARTNER:</b> San Mateo County Health Services Agency Mental Health Services Division 225 West 37 <sup>th</sup> Ave. San Mateo, CA 94403			
<b>6. PAYMENTS:</b> SHARING PARTNER shall forward all payments to the attention of the "Agent Cashier" at the VAPAHCS address identified above.							
<b>6a. Item No.</b>	<b>6b. Description</b>	<b>6c. QTY</b>	<b>6d. UI</b>	<b>6e. Price</b>	<b>6f. Amount</b>		
	Use of Space, Bldg. 323, Ward A-7, Menlo Park Division (MPD), 795 Willow Road, Menlo Park, CA 94025. Sharing Partner to utilize 7,616 square feet of space to provide interim housing and intensive case management services to San Mateo County residents who are homeless and mentally ill.  (See Continuation Sheets)	12	MO	\$ 15,080.00	\$180,970.00		
<b>6g. Total Amount of Sharing Agreement:</b>						<b>\$ 180,970.00</b>	
<b>7. TABLE OF CONTENTS</b>							
(x)	SEC	Description	Page(s)	(x)	SEC	Description	Page(s)
Part I – The Schedule							
X	A	Sharing Agreement Form	1	Part II – Agreement Clauses			
X	B	Price/Costs	2-3	G	Sharing Agreement Clauses		15-22
X	C	Descriptions/Specs./Work Statement	4-7	Part III – List of Documents, Exhibits and Attach.			
X	D	Period of Performance	8	H	List of Attachments		23-35
X	E	Administration Data	9				
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 8 OR 9 AS APPLICABLE</b>							
<b>8. <input type="checkbox"/> Sharing Partner's Negotiated Agreement</b> (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. <i>(Attachments are listed herein.)</i>				<b>9. <input type="checkbox"/> Award</b> (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.			
<b>10a. Name and Title of Signer (Type or Print)</b>				<b>11a. Name of Contracting Officer</b>  <b>MICHAEL S. RODRIGUEZ</b>			
<b>10b. Name of Sharing Partner</b>			<b>10c. Date</b>	<b>11b. UNITED STATES OF AMERICA</b>			<b>11c. Date</b>
<b>BY</b> _____ <small>(Signature of person authorized to sign)</small>				<b>BY</b> _____ <small>(Signature of Contracting Officer)</small>			



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**San Mateo County Mental Health Services Agency**

**Use of Space, Bldg 323, A-7**

**SECTION B - USE OF SPACE AND PRICES/COSTS:**

**B1. USE OF SPACE SHARING AGREEMENT:** This agreement is made and entered into this day (see block 11c, SECTION A), 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, A-7 wing, at the Menlo Park Division, 795 Willow Road, Menlo Park California 94025. VAPAHCS hereby agrees to provide approximately 7,616 square feet (sq. ft) of usable space at the said location (See Section H – List of Attachments, Exhibit B).

**B2. Use of Space and Prices/Costs Schedule:**

Sharing Agreement Line Item No. (SLIN) Description	QTY	EA	Monthly Cost	Annual Cost
<b>0001 Use of Space, Base Year</b>				
3/1/2006 thru 2/28/2007	12	MO	\$15,080.00	\$180,970.00
7,616 sq. ft. @ \$1.98 per sq. ft.				
<b>0002 Use of Space, Option Year 1</b>				
3/1/2007 thru 2/28/2008	12	MO	\$15,592.00	\$187,104.00
7,616 sq. ft. @ \$2.04732 per sq. ft				
<b>0003 Use of Space, Option Year 2</b>				
3/1/2008 thru 2/28/2009	12	MO	\$16,123.00	\$193,476.00
7,616 sq. ft. @ \$2.11693 per sq. ft				
<b>0004 Use of Space, Option Year 3</b>				
3/1/2009 thru 2/28/2010	12	MO	\$16,671.00	\$200,052.00
7,616 sq. ft. @ \$2.18891 per sq. ft				
<b>0005 Use of Space, Option Year 4</b>				
3/1/2010 thru 2/28/2011	12	MO	\$17,238.00	\$206,856.00
7,616 sq. ft. @ \$2.26333 per sq. ft				

**0006 Contract Data Requirement List (CDRLs).** Failure to meet the delivery schedule in Exhibit D may result in the cancellation of stated agreement pricing schedule and VA activate "alternate pricing" as stated below.

**Alternate Pricing VV640S-0068 for Failure to Meet CDRL Deliveries**

Base Year	Year 2	Year 3	Year 4	Year 5
\$2.00	\$2.06800	\$2.13831	\$2.21101	\$2.28618
\$15,232.00/mo.	\$15,750.00/mo	\$16,285.00/mo	\$16,839.00	\$17,412.00/mo
\$183,876.00/yr.	\$189,000.00/yr	\$195,420.00/yr	\$202,068.00/yr	\$208,944.00/yr

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Use of Space, Bldg 323, A-7

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**SECTION B - USE OF SPACE AND PRICES/COSTS:**

**B3. PRECONTRACT COSTS.** The Contracting Officer will recognize pre-contract costs incurred from February 28, 2006 to the date of the sharing agreement execution of VV640S-0068. Pre-contract costs are those incurred before the sharing agreement 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.

**B4.** SHARING PARTNER enters into a Twelve Month (12 MO, one (1) year) Sharing Agreement with four (4) one (1) year options, in which rent is fixed for the first year, but thereafter cost is subject to annual adjustment to reflect an increase in the Consumer Price Index Summary (CPI) of 3.4 Percent over the previous year.

**B5.** SHARING PARTNER and its employees, clients, vendors and invitees shall be entitled to use the parking lots and walkways to access the Shared Property. Parking is to be in designated program areas only, and SHARING PARTNER clients will park in parking lots #11 and #2 only. (See Section H – List of Attachments, Exhibit C)

**B6.** Sharing Partner shall pay the monthly lease amount identified in Sharing Agreement Line Item Number (SLIN) 0001 through 00005 as monetary consideration for use of the space 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, 2006, or as stipulated in the Precontract Cost Clause in paragraph B3. The all inclusive user fee for the 7,616 net square feet is \$1.98 per square foot per month with a 3.4% escalation factor to be applied on each anniversary date. This fee includes use of the space, all utilities (except telephone), routine maintenance, and fire protection services.



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**SECTION C - DESCRIPTION/SPECS/WORK STATEMENT**

**C1. PURPOSE:** Provide interim housing and intensive case management services to San Mateo County residents who are homeless and mentally ill.

**C2. Use of Space:**

a. The SHARING PARTNER may have separate key access for the clinical space used by the SHARING PARTNER. SHARING PARTNER shall provide copy of the Master Key to Security and Engineering for purposes of security and emergency maintenance. SHARING PARTNER shall provide Master Keys to the COTR within 60 days of the execution of this agreement. 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.

b. All non-attached equipment for supplies necessary to sustain and/or enhance the SHARING PARTNER'S 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.

c. The SHARING PARTNER shall provide telephone service, computer systems and related network and Internet Service Provider (ISP). This will include all telephonic and computer equipment, maintenance, adds, moves, and changes. The SHARING PARTNER shall be responsible for payment of telephone utilities and ISP charges.

d. 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.

e. No person(s) or organization(s) shall have access to the SHARING PARTNER'S 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.

f. The SHARING PARTNER shall be responsible for assuring that its operation conforms to all pertinent local, state, and federal laws.

g. 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.



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Use of Space, Bldg 323, A-7

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**SECTION C - DESCRIPTION/SPECS/WORK STATEMENT**

h. 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.

i. 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 of commencement of the term of this contract. Damages beyond the control of the SHARING PARTNER and due to fair wear and tear accepted. 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.

j. 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 (See Exhibit D CDRL).

k. The SHARING PARTNER will have access only to areas indicated in Section B, and shall conduct themselves in accordance with all VA requirements.

l. VA and the SHARING PARTNER shall mutually inspect the designated areas prior to execution of this agreement, to determine the exact condition and for assigning responsibility for any damage discovered when SHARING PARTNER ceases use of the space.

m. The SHARING PARTNER shall post no signs on MPD campus without the express written authority of the VAPAHCS Contracting Officer.

**C2. LANDLORD-TENANT RELATIONSHIP:** 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.

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SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

C3. VAPAHCS SHALL PROVIDE:

a. The VA will provide all services, supplies, facilities and assistance as outlined herein. The User 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 USER SHALL MAINTAIN THE SPACE IN A HIGH STATE OF REPAIR AND NOTIFY THE VA CONTRACTING OFFICER OF MM&R REQUIREMENTS AS NECESSARY.**

c. **Work Orders.** Sharing Partner will reports all work orders to the (COTR) and, or Contracting Officer (or designee) who will complete the work order to VAPAHCS Engineering. During other than regular working hours (8:00 AM to 4:00 PM, Monday through Friday), necessary repairs are to be identified to VA Police who will contact the proper responsible individuals. Any and all repair orders that are determined to be responsible to the Sharing Partner, such as: clogged drains, broken windows, doors, etc., by Sharing Partner clients, employees, customers, or visitors, will be borne by the Sharing Partner.

C4 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 and all funding necessary to operate the facility.

b. Sharing Partner shall provide a list of all employees who will be working at the VAPAHCS site and required to update list to reflect personnel changes. Employees shall conduct themselves in accordance with all VA requirements and the Code of Conduct (See Section F).

c. Sharing Partner shall provide their own housekeeping contractor to routinely clean all areas of the identified lease space.

d. Sharing Partner is to ensure that no person shall be denied participation, enrollment, or Board membership based on race, color, religion, sex, national origin or handicap.

e. Sharing Partner shall be responsible for assuring that its operation confirms to all pertinent local, state, and federal laws pertaining to and government the operation of non-profit corporations.



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**SECTION C - DESCRIPTION/SPECS/WORK STATEMENT**

f. Sharing Partner shall be responsible for assuring that its operations confirms to all local, state and federal laws pertaining to fire and safety protection while operating a shelter for homeless clients.

g. VAPAHCS will cite Sharing Partner if found in violation of the above provisions. Repeated infractions by Sharing Partner or program participants to these provisions or Code of Conduct (See SECTION F) may result in cancellation of agreement pricing and charged the "alternate rate" identified in SECTION B, and/or termination of the existing contracts and agreements between the VAPAHCS and the program in question.

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SECTION D –PERIOD OF PERFORMANCE

D1. Period of Performance:

- a. **Term:** March 1, 2006 through February 28, 2011
- b. **BASE CONTRACT PERIOD:** March 1, 2006 through February 28, 2007
- c. **Option Year One:** March 1, 2007 through February 28, 2008
- d. **Option Year Two:** March 1, 2008 through February 28, 2009
- e. **Option Year Three:** March 1, 2009 through February 28, 2010
- f. **Option Year Four:** March 1, 2010 through February 28, 2011

D2. **OPTION YEARS:** This SHARING AGREEMENT will begin on the Effective Date and will continue in effect for one (1) year, per the schedule above or otherwise indicated by a supplemental agreement. The Contracting Officer may exercise four (4), one-year options upon negotiated agreement by both parties and is subject to include price escalation for economic adjustment. **The SHARING PARTNER will notify the Contracting Officer by written notification, ninety (90) days prior to the expiration date that the SHARING PARTNER desires to extend the SHARING AGREEMENT to the next option year.** The notification will specify if the request proposes any changes to the current terms and conditions of the agreement. If the SHARING PARTNER does not notify the Contracting Officer within sixty (60) days of the expiration date, the Contracting Officer will prepare a follow on SHARING AGREEMENT reflecting terms and conditions proposed by the VA. If the SHARING AGREEMENT expiration date signifies the end of the last Option Year, the **SHARING PARTNER MUST NOTIFY THE CONTRACTING OFFICER BY WRITTEN NOTICE, NINETY (90) DAYS PRIOR TO THE EXPIRATION DATE WITH A PROPOSAL FOR A NEW SHARING AGREEMENT. IF THE SHARING PARTNER DOES NOT FILE A NOTICE TO THE CONTRACTING OFFICER SIXTY (60) DAYS PRIOR TO THE EXPIRATION DATE OF THE LAST OPTION YEAR, THE CONTRACTING OFFICER WILL ISSUE A REQUEST FOR THE SHARING PARTNER TO SUBMIT AN EVACUATION PLAN.**



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**SECTION E – ADMINISTRATIVE DATA**

**E1. CONTRACTING AUTHORIZATIONS:** VAPAHCS Contracting Officer is the only person authorized to make commitments or issue changes, which will affect price, quantity, or quality of performance of this Agreement. The Contracting Officer may at his/her discretion, appoint a Contracting Officer Technical Representative (COTR) to administer this Agreement and issue billing.

**E2. PAYMENTS:**

a. VAPAHCS, Fiscal Service, Palo Alto Division, will invoice the SHARING PARTNER monthly for space rendered. SHARING PARTNER shall make all payments within 30 days after receipt of invoice. All payments shall reference the invoice number, the Agreement number, and the request number assigned (par. A.1.). Payments shall be made to:

Agent Cashier (04C)  
VA Palo Alto Health Care System  
3801 Miranda Avenue  
Palo Alto, California 94304

b. Notwithstanding any other provision of this contract, unless paid as specified above, all amounts that become payable by SHARING PARTNER to the VAPAHCS under this contract shall bear simple interest at the rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), from the date of first written demand, until paid.

**E3. ACCOUNTING INFORMATION:** As supplied by SHARING PARTNER:

- a. Tax Identification Number: \_\_\_\_\_
- b. Dunn & Bradstreet Number: \_\_\_\_\_

**E4. POINTS OF CONTACT:**

**a. VAPAHCS:**

Michael S Rodriguez, Contracting Officer	(650)849-0546
Thalia Falcon, Social Work Service	(650)493-5000 ext. 22461
Rose Diocares, Budget Analyst	(650)493-5000 ext. 65669
Mathew Giordono, Acquisition & Materiel Management Service, COTR	(650)493-5000 ext. 60591
Police Dispatch	(650)493-5000 ext. 65891

**b. SHARING PARTNER:**

Elizabeth L. Kauk, Contract Admin	(650) 573-2242
Christine Coppola, R.N., M.N., Dep. Dir.	(650) 573-3476
Joseph I Napoliello, MAI, Real Prop.	(650) 363-4159

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**SECTION F - SPECIAL CONTRACT PROVISIONS**

**F1. GOVERNMENT BUILDINGS ARE NO SMOKING BUILDINGS. ALL VA NON-SMOKING POLICIES AND PROCEDURES WILL BE STRICTLY ENFORCED.**

**F2. VA SUPERVISOR:** 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.

**F3. CONDITION OF SPACE:** 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.

**F4. APPLICABLE LAWS:** 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.

**F5. CODE OF CONDUCT.**

**a. Campus Use.**

- 1) Facility hours: The Menlo Park Division (MPD) of the VAPAHCS is open from 7:00 am – 8:00 pm.
- 2) Curfew: The MPD facility-wide curfew is 8:00 pm. Exceptions will be made for employment, and other required appointments as deemed clinically appropriate. A pass is required for program residents who will be out after curfew.
- 3) Visiting Hours: MPD visiting hours are from 12:00 pm – 8:00 pm. Visiting is to occur only in program designated public areas such as campus public areas during times when open. Visiting is not to take place in parking lots. Visitors are not allowed into patient's rooms.
- 4) Open Spaces: All outside open spaces and recreation areas close at dusk.
- 5) If a participant is found with contraband, alcohol, or illegal drugs, the participant must be discharged and will be cited or arrested.
- 6) Future application for admission will reflect any previous violation to the Code of Conduct and any applicant will be denied entrance into a program. If a program resident is arrested while on VA grounds he/she will not be able to re-enter a program.



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SECTION F - SPECIAL CONTRACT PROVISIONS (cont.)

a. Identification of program participants (ID badges):

- 1). Program participants are required to wear an ID. At a minimum, the ID must include the SHARING PARTNER's name and location (i.e. InnVision, MPD, Bldg 323, E-Wing) and the program participant's name. Programs are responsible for implementing and providing ID badges to participants and a system to determine currency of badge.

d. Program Oversight:

- 1). Programs are responsible for knowing where their patients are at, at all times. Residents must sign in and out of their designated programs providing specific information as to where they will be.
- 2). Residents should not be loitering on the grounds of MPD during the day or evening. They are required to have daily activities and expected to be off campus unless directly involved with a service provided on grounds.
- 3). Each program is responsible to ensure the above mentioned is adhered to.

e. Parking and Cars:

- 1). Parking: Parking is to be in designated program areas only. Sharing Partner clients will park in parking lots #11 and #2 only. (See Section H – List of Exhibits, Exhibit C.)
- 2). Residents must display a parking pass placed on the dashboard (or driver's side bumper) of their vehicle that identifies them as being a part of a program. Passes will expire every 30 days and must be renewed.
- 3). Program staff is responsible for monitoring their participants and issuing the passes only after verifying that the owner has: valid driver's license, proof of insurance, and current tags.
- 4). Programs must submit a weekly list of cars belonging to program participants. Submit documents for shelter programs to the COTR, Thalia Falcon.
- 5). Program participants should only have access to their vehicles to attend planned activities or activities associated with their treatment plans. Program management must implement a pass system.
- 6). No loitering or visiting in or around cars or parking lots.
- 7). No repairs to vehicles are to be done on the grounds (other than tire change).
- 8). Programs are responsible for implementing and providing car parking passes. Violations of the above could result in a participant losing their right to drive/park on the grounds of the VAPAHCS MPD. Cars will be cited if parked in the wrong areas. Second violations could result in participant's removal from designated program.

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SECTION F - SPECIAL CONTRACT PROVISIONS (cont.)

- f. Admissions to programs. Beyond the program criteria the following exclusionary factors are as follows.
- 1). Applicants will not be admitted if they are currently awaiting trial on felony charges or if the applicant is court mandated to this site.
  - 2). Applicants will not be admitted if they have ever been convicted of a sex offense or are a registered sex offender. Once the person's legal issues have been resolved and they no longer have legal action pending, and they are a voluntary participant, the person can be considered for admission at that time. The only exclusion to this policy is sex offenders (registered or not). In accordance with California Penal Code section 290, sex offenders may not be admitted to any inpatient program of the VAPAHCS or any inpatient housing program operated on any of its campuses.
- g. Personal Conduct Responsibilities: In order to provide a safe environment for all participants and staff all program participants are asked to respect other program participants and staff and to follow the facility's codes of conduct.
- 1). While on the campus of the MPD of the Palo Alto Health Care system, persons are expected to be courteous, not use language or physical gestures that are considered to be intimidating or inappropriate and to abstain from the use of profanity.
  - 2). Program participants are not to engage in risky behavior and are to avoid unsafe acts that place others at risk for accidents or injuries. This includes arguing, throwing things, slamming doors, or any other act that could lead to an escalated event.
  - 3). Program participants are expected to help maintain the upkeep of the grounds by not littering, vandalizing, or otherwise abusing the environment.
  - 4). Program participants must be appropriately dressed and maintain their personal hygiene.
  - 5). Staff is to inform VA management of any infractions of the codes of conduct or any situations that could put any patient/staff at risk.
  - 6). **Program participants will be cited if found in violation of the above codes of conducts. Repeated infractions by program participants may result in cancellations of "favored pricing tier" and charged the alternate rate identified in SECTION B, and/or termination of the existing contracts and agreements between the VAPAHCS and the program in question.**
- h. Any reference to "Program" and "Program participants" shall also mean "Sharing Partner's Programs" and "Sharing Partner clients/residences".
- i. Any reference to "Staff" or "Program staff" shall also mean "Sharing Partner's Staff".
- j. Any reference to "Resident" or "Patient" shall also mean "Sharing Partner's clients/residents".



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**SECTION F - SPECIAL CONTRACT PROVISIONS (cont.)**

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F5. **ENTRY:** The right is hereby reserved to the VA, 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 VA. The SHARING PARTNER shall have no claim of any character on account thereof against the VA or any officer, agent or employee thereof.

F6. **SUBLET & ASSIGNMENT:** The SHARING PARTNER shall not transfer or assign this Agreement to any party 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.

F7. **COMPLIANCE:** Any activity, program, or use made of the Space by the SHARING PARTNER shall comply with the provisions of Federal Acquisition Regulation Section 52.222-28, Equal Opportunity, as referenced in Section G.

F8. **MARKETING:** SHARING PARTNER shall not advertise any marketing material, logos, trade names, service marks, or other material belonging to the VAPAHCS without the VAPAHCS's consent.

**F9. CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (COTR).**

a. The Contracting Officer may designate a COTR to furnish technical guidance and advice under this Agreement. The COTR must not construe the foregoing as authorization to interpret or furnish advice and information to the SHARING PARTNER relative to the financial or legal aspects of the Agreement. The Contracting Officer shall not delegate those matters or the responsibility.

b. The Contracting Officer may choose to alter, change, or terminate the assignment of any/all COTR's at any time.

c. The Contracting Officer designates the following person as the COTR under this Agreement:

Matthew Giordono  
A&MMS (90A)  
3801 Miranda Avenue  
Palo Alto, CA 94304  
(650) 93-5000 ext. 60591  
E-mail: Matthew.Giordono@va.gov

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**SECTION F - SPECIAL CONTRACT PROVISIONS (cont.)**

**F10. NOTICES.** The VA and SHARING PARTNER shall address notices as follows:

- a. If to the **SHARING PARTNER**, send to: San Mateo County Health Services Agency, Mental Health Services Division, 225, 37<sup>th</sup> Ave., San Mateo, Ca 94403-4324.
- b. If to the **VAPAHCS**, send to: Contracting Officer (90A) (or designee), VA Palo Alto Health Care System, Palo Alto Division, 3801 Miranda Ave., Palo Alto, California 94304
- c. Or as may from time-to-time otherwise be directed by the parties.
- d. 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, if the recipient supplies a written receipt.

**F11. GOVERNING LAW:** This sharing agreement shall be governed, construed, and enforced in accordance with Federal Law.

**F12. 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.



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**SECTION G –SHARING AGREEMENT CLAUSES**

**G1. | EMERGENCIES: In the event of any medical emergency, SHARING PARTNER shall dial 911.**

a. In the event of any non-medical emergency, SHARING PARTNER shall contact the VA Police at ext. 65500. The VA Police will assess the emergency and coordinate the services of non-VA emergency personnel.

b. In the event of a facility maintenance emergency, SHARING PARTNER shall contact VA Engineering Hotline at 62468. VA Engineering will assess the emergency and coordinate the services of VA or non-VA local facility maintenance emergency personnel. SHARING PARTNER shall process non-emergency facility maintenance requests through the Contracting Officer Technical Representative, or the Contracting Officer during normal business hours.

c. It is the responsibility of the SHARING PARTNER to ensure that their management and client supervisory personnel are aware of this information.

**G2. 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. 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 (30<sup>th</sup>) 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, of this Agreement.

c. In the event the VAPAHCS materially reduces the area covered 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.

d. In the event that the Space is 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.

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**SECTION G –SHARING AGREEMENT CLAUSES (Cont.)**

e. 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 reasonable approval of the VAPAHCS.

**G3. OPTION TO EXTEND THE TERM OF THE CONTRACT.**

The VAPAHCS may extend the term of this contract by written notice to the SHARING PARTNER within 15 days; provided that the VAPAHCS gives the SHARING PARTNER 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.

**G4. OPTION TO EXTEND SERVICES.**

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 SHARING PARTNER within 60 days.

**G5. LIABILITY & INSURANCE:**

- a The Sharing Partner, San Mateo County Health Services Agency, Mental Health Services Division 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



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**SECTION G – SHARING AGREEMENT CLAUSES (Cont.)**

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.

**G6. ALTERATIONS, UPGRADES & MODIFICATIONS:**

a. 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 provided in Section B, paragraph B2 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.

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**SECTION G –SHARING AGREEMENT CLAUSES (cont.)**

b. 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 in Section C 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.

c. At the expiration of this Agreement, title to all improvements made to the Space by the SHARING PARTNER (other than SHARING PARTNER's trade fixtures and equipment) shall vest in the Department of Veterans Affairs.

d. 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.

**G7. PROTECTION SERVICES.** VA will provide security of building and property through patrol of exterior parameters and security checks during operating hours. **SHARING PARTNER shall provide VA Police & Security Service with an emergency notification roster within 60 days after contract execution** (See Section H – List of Exhibits, Exhibit D). 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.

**G8. 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.



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**SECTION G –SHARING AGREEMENT CLAUSES (cont.)**

c. Any claim by the SHARING PARTNER, except claims for indemnity under Paragraph G5, must be presented no later than ninety (90) calendar days after cancellation or final expiration of this Agreement, whichever occurs earlier, otherwise SHARING PARTNER forfeits its right(s) to relief.

**G9. 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 and 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.

**G10. SHARING PARTNER Badges.** VAPAHCS is not restricting access to our facilities but in the event, our condition code changes to **RED**; VAPAHCS will restrict access to all facilities. In the event of this condition, it is imperative that VAPAHCS Police are able to identify SHARING PARTNER Employees so that they may gain access. Therefore, each SHARING PARTNER is required to develop and implement identification badge requirements for their employees.

a. Employees and program participants are required to wear an identification badge at all times while on VA property.

b. The identification badge should at the minimum provide the SHARING PARTNER's name and location (i.e. Menlo Park Division, Bldg 323, A Wing) with the employees' name. We prefer the employee's picture on the badge but it is not mandatory. To assist in identifying all employees, SHARING PARTNERS shall provide an updated listing of their employees to the Contracting Officer within 60 days of execution of Sharing Agreements. VA Police will use the listings to confirm SHARING PARTNER employee identity.

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**SECTION G –SHARING AGREEMENT CLAUSES (cont)**

c. SHARING PARTNERS may request picture identification badges from VAPAHCS Police for a fee of \$10.00 per badge. The Identification Unit is open Monday, Wednesday, and Friday, 08:00 to 10:00AM and 03:00 to 4:00PM. If you wish to have VA Police issue your employees badges, follow this procedure: (1) Provide your employee listing to the VA Contracting Officer. (2). Send your employees to the Agent Cashier in Palo Alto Division and pay for the badge. (3). Present the receipt to the Identification Unit at the day and times indicated in this letter. (4). Display your employee badge when on VA Property.

d. Failure to comply with this request may result in the delay or inability to identify your employees and grant access to the facility.

**G11. FAR 52.222-26 EQUAL OPPORTUNITY (APR 2002)**

(a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding 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 paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1). The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) 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-

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.



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**SECTION G –SHARING AGREEMENT CLAUSES (cont)**

- (3) 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.
- (4) The Contractor shall, in all solicitations or advertisements 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.
- (5) 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 workers' 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.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) 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. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, 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; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

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**SECTION G –SHARING AGREEMENT CLAUSES (cont)**

(10) The Contractor shall include the terms and conditions of paragraphs (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.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer 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 interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

**G12. SIGNAGE.**

Sharing Partner shall not manufacture, procure, or acquire signage and display said signage on VAPAHCS property. Sharing Partner may request signage from VAPAHCS through the COTR and, or Contracting Officer. VAPAHCS is responsible for installation of all approved signage.



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**SECTION H – LIST OF DOCUMENTS, EXHIBITS AND ATTACHMENTS.**

**EXHIBIT A: Certification Of "Priority For Veterans"**

**EXHIBIT B: List Of Rooms**

**EXHIBIT C: Parking**

**EXHIBIT D: Contract Data Requirements List (CDRL)**

FOR OFFICIAL USE ONLY

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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

San Mateo County Health Services Agency

Mental Health Services Division

Re: Use of Space, Bldg 323, A-7 Wing (See Section B)

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:

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

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



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EXHIBIT- B

LIST OF ROOMS

WING	EXISTING ROOM NUMBER(S)	SQ. FT.
A	102	
	104	
	106	
	108	
	110-112	
	112	
	112A	
	114	
	114A-D	
	115	
	117-137	

Sharing Agreement TOTAL SQUARE FEET

7,616

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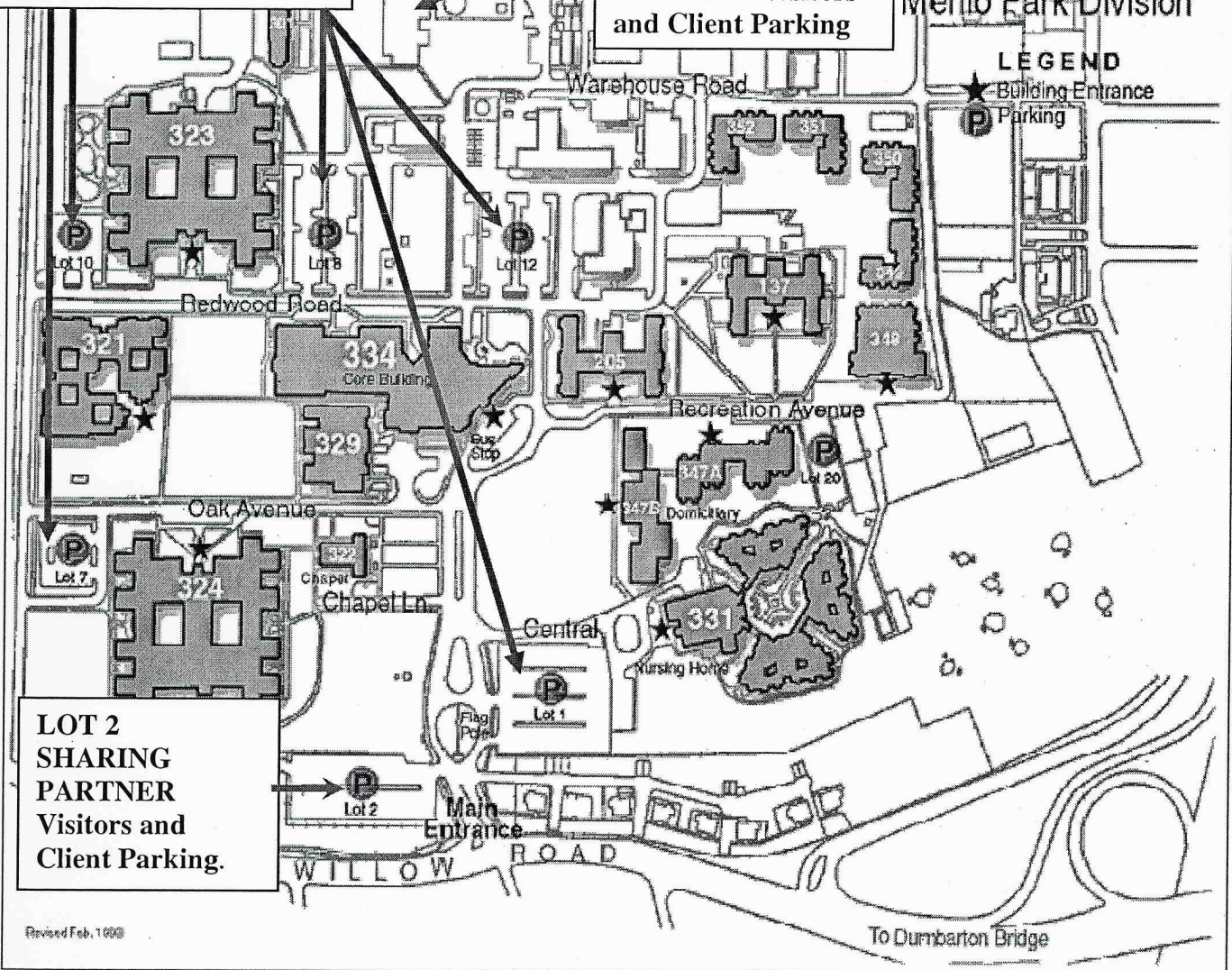
Parking for VA Employees,  
Patients and SHARING  
PARTNER Employees,  
ONLY!

LOT 11  
SHARING  
PARTNER Visitors  
and Client Parking

VAPAHCS  
Menlo Park Division

LEGEND

★ Building Entrance  
P Parking





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**EXHIBIT - C (cont.)**

a. General Parking Instructions:

(1) Vehicles will be parked only in designated areas. Signs and appropriate curb markings indicate all parking areas and fire lanes.

(2) The speed limit on VA grounds is 15 miles per hour and 5 miles per hour in the parking lots 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) The VA Palo Alto Health Care System (VAPAHCS) assumes no liability for loss from, or damage to, privately owned vehicles and their contents, however, every effort will be made to protect vehicles and their contents while on the grounds.

(7) Storage of vehicles by off duty employees is prohibited.

(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 come to a full stop at stop signs.

(9) Sounding of horns is prohibited on VA property.

(10) The Emergency Entrance is reserved for emergency vehicles and physicians responding to an emergency call only. Physicians parking in the emergency entrance must check in at the Police Dispatch and advise them they are responding to an emergency call. All other vehicles parked in this area will be ticketed and subject to be towed at the owner's expense.

(11) An authorized car pool consists of two or more health care system employees who ride together on a daily basis.

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**EXHIBIT - C (cont.)**

(12) Car pool parking spaces will be issued on a first come, first served basis. One car pool decal will be issued to each person in a car pool. Each car pool space will be numbered and assigned to individual car pool groups.

(13) Employees who discontinue their membership in a car pool will promptly notify Police Service. VA Police will verify membership at least twice annually.

(14) Employees who have a car pool decal, but do not car pool on a particular day, may not park their vehicle in a car pool space. Car pool spaces are reserved from 7:00 a.m. to 8:30 a.m. Spaces not utilized by 8:30 a.m. will revert to open parking. Any vehicle observed in a car pool parking space between the reserved hours without the proper car pool decal displayed will be cited with a U.S. District Court Violation notice.

(15) Misrepresentation of car pool membership, application or qualifications, or violation of other car-pooling practices and requirements will result in a mandatory six-month suspension of the privilege of parking in a car pool space at this facility and may result in other disciplinary action.

(16) Handicapped Parking: Reserved handicapped parking is enforced twenty-four hours a day, seven days a week. Patients, employees, and volunteers who have a valid disabled placard or license plate on their vehicle may park in a reserved handicapped space or in any parking space on health care system grounds.

(17) Recreational Vehicles (RV) Parking which includes trailers, campers and motor homes: RV's may be parked on VA Grounds up to seven (7) days and must be registered with VA Police Service. Chief of Police Service has the discretion to allow up to two (2) extensions when warranted by special circumstances. Prior to issuing a second extension request the Chief of Police will meet with the Patient Advocate to review the patient's situation and support structure. Vehicles must be parked parallel within the markings. Vehicles taking up more than one space or parked incorrectly may be cited.

(18) Persons wishing to park an RV on VAPAHCS grounds must:

(a) Report to the VA Police and state their intentions to stay on grounds to visit a patient who requires surgery or is critically ill.

(b) Provide a description of the vehicle, the license number of the vehicle, and fill out the appropriate parking pass.



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**EXHIBIT - C (cont.)**

(c) RV's must be parked in the following lots: Livermore Division in the lower parking lot in the area of the Command Bus, Palo Alto Division in Lot L, and the Menlo Park Division in Lot 17.

(d) VA Police can refer individuals to trailer parks off-grounds.

(20) Visitor and patient parking lot regulations are strictly enforced from 8:30 a.m. to 3:00 p.m. Monday through Friday. All other hours, parking spaces are considered open parking where anyone having official business, including employees may legally park in these spaces. Red curbed and Handicapped space regulations are strictly enforced seven days a week, twenty-four hours a day.

**b. Vehicle Identification:**

(1) Regularly scheduled volunteers who wish to park in reserved volunteer parking areas are required to register their vehicles and obtain a volunteer parking placard. The placard is to be displayed whenever the vehicle is parked in a reserved volunteer space.

(2) Handicapped identification tags must be obtained through DMV.

**c. Parking Area Designations:** Parking is permitted in those areas designated. In parking lots with spaces or lines, the vehicle has to be within the lines. Open parking is permitted in gravel lots. Vehicles found in areas not designated will be ticketed and subject to towing at the owner's expense. Maps of authorized parking areas can be obtained at any VA Police office or by calling ext. 65891.

**d. Inpatient Parking:** As a general rule, Inpatients are permitted to keep their vehicles on the VA grounds, during their admission. The vehicle must have current registration and proof of insurance and be parked in a legal space in a patient lot. The Inpatient Processing staff will advise patients of the parking regulations.

**e. Special Situations:**

(1) Employees who park in restricted lots during open hours and are required to work overtime during restricted parking hours, must notify the VA Police of the situation in a timely manner if they will be unable or delayed in moving their vehicle.

(2) Employees who become temporarily disabled should contact the Chief of Police via memo or email for special parking considerations and instructions.

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**EXHIBIT - C (cont.)**

f. Enforcement: 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).

(1) Violations – Federal Violation Notice (FVN) will be issued for those who commit moving vehicle violations.

(2) Courtesy Violation Notice (CVN) Warning – An employee, visitor or patient will receive two (2) courtesy warnings and one (1) counseling prior to receiving a CVN by VA police except where a vehicle is parked in a clearly marked patient parking lot, designated handicapped space, fire lanes (red zone), emergency lanes or reserved parking spaces.



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**EXHIBIT D**

**Contract Data Requirements List (CDRL)**

<u>Data Item No.</u>	<u>Title Of Data Item</u>
A0001	List of Sharing Partner Employees
A0002	Shelter Code of Conduct Program
A0003	Sharing Partner Emergency Notification Roster

## FOR OFFICIAL USE ONLY

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San Mateo County Mental Health Services Agency

Use of Space, Bldg 323, A-7

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188		
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.								
A. CONTRACT LINE ITEM NO. SLIN 0006			B. EXHIBIT D		C. CATEGORY TDP _____ TM- _____ OTHER <u>MISC</u>			
D. SYSTEM/ITEM Use of Space			E. CONTRACT/PR NO. V640S-0068		F. CONTRACTOR San Mateo Health Services Agency			
1. DATA ITEM NO. A0001		2. TITLE OF DATA ITEM List of Sharing Partner Employees			3. SUBTITLE List of Employees			
4. AUTHORITY (Data Acquisition Document No.) V640S-0068			5. CONTRACT REFERENCE Section C Description/Specs/Work Statements		6. REQUIRING OFFICE VAPAHCS Mail Code 90			
7. DD250 REQ See Block 16	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY Qtrly	12. DATE OF FIRST SUBMISSION Sixty (60) after agreement execution.		14. DISTRIBUTION			
8. APP CODE N/A		11. AS OF DATE SEE BLOCK 16	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		b. COPIES			
16. REMARKS  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.  FIRST SUBMISSION IS AS STATED IN BLOCK 12. ADDITIONAL SUBMISSIONS WILL BE WITH 10 DAYS AFTER THE QUARTER BEGINS. QUARTERS ARE: 1 <sup>ST</sup> QTR, OCT TO DEC, 2 <sup>ND</sup> QTR, JAN TO MAR, 3 <sup>RD</sup> QTR, APR TO JUN, 4 <sup>TH</sup> QTR JUL TO SEP.  VA POLICE WILL USE THE LISTING TO ENSURE EMPLOYEES OF SHARING PARTNER ARE IDENTIFIED AND ALLOWED TO ENTER PREMISES IN EVENT OF AN EMERGENCY.  VAPAHCS WILL CITE SHARING PARTNER IF FOUND IN VIOLATION OF THE ABOVE PROVISIONS. REPEATED INFRACTIONS BY SHARING PARTNER OR PROGRAM PARTICIPANTS TO THESE PROVISIONS OR CODE OF CONDUCT (SEE SECTION F) MAY RESULT IN CANCELLATION OF AGREEMENT PRICING AND SHARING PARTNER CHARGED THE "ALTERNATE RATE" SEE SECTION B, AND/OR TERMINATION OF THE EXISTING AGREEMENT BETWEEN THE VAPAHCS AND THE PROGRAM IN QUESTION.					a. ADDRESSEE	Draft	Final	
					VAPAHCS 90	0	1	
					VA POLICE		1	
15. TOTAL					0	2		
G. PREPARED BY MICHAEL S. RODRIGUEZ CONTRACTING OFFICER		H. DATE 2/25/06		I. APPROVED BY ELIZABETH JOYCE FREEMAN VAPAHCS DIRECTOR		J. DATE		

DD Form 1423-1, SEP 97 (EG) (Computer Generated)

PREVIOUS EDITIONS ARE OBSOLETE



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**V640S-0068**

**San Mateo County Mental Health Services Agency**

**Use of Space, Bldg 323, A-7**

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.									
A. CONTRACT LINE ITEM NO. <b>SLIN 0006</b>			B. EXHIBIT <b>D</b>		C. CATEGORY TDP _____ TM- _____ OTHER <u>MISC</u>				
D. SYSTEM/ITEM <b>Use of Space</b>			E. CONTRACT/PR NO. <b>V640S-0068</b>		F. CONTRACTOR <b>San Mateo Health Services Agency</b>				
1. DATA ITEM NO. <b>A0002</b>		2. TITLE OF DATA ITEM <b>Shelter Code of Conduct Program</b>			3. SUBTITLE <b>N/A</b>				
4. AUTHORITY (Data Acquisition Document No.) <b>V640S-0068</b>			5. CONTRACT REFERENCE <b>Section F Special Contract Provisions</b>		6. REQUIRING OFFICE <b>See Block 16.</b>				
7. DD250 REQ <b>See Block 16</b>		9. DIST STATEMENT REQUIRED <b>N/A</b>	10. FREQUENCY <b>As needed</b>	12. DATE OF FIRST SUBMISSION <b>Sixty (60) after agreement execution.</b>	14. DISTRIBUTION				
8. APP CODE <b>N/A</b>		11. AS OF DATE <b>SEE BLOCK 16</b>	13. DATE OF SUBSEQUENT SUBMISSION <b>SEE BLOCK 16</b>	a. ADDRESSEE		b. COPIES			
<b>16. REMARKS</b>  The Sharing Partner is required to provide a Shelter Code of Conduct Program policy document that stipulates the program outlined in Section F Special Contract Provisions, Code of Conduct. The policy document will outline the duties and responsibilities of program participants and program clientele.  The Sharing Partner will submit the policy document to VAPAHCS, A&MMS, Mail Code 90 sixty (60) days after agreement execution. VAPAHCS will review and comment on the document and, if need be, return the document to Sharing Partner for edit.  First submission is as stated and subsequent submission will be as deem necessary by VAPAHCS and agreed to by both parties.  VAPAHCS will cite Sharing Partner if found in violation of the above provisions. Repeated infractions by Sharing Partner or program participants (clientele) of these provisions or Code of Conduct (SEE SECTION F) may result in cancellation of agreement pricing and Sharing Partner charged the "alternate rate" (SEE SECTION B), and/or termination of the existing agreement between VAPAHCS and the Program in question.				Draft		Final			
				VAPAHCS 90		0		1	
				VA POLICE				1	
				15. TOTAL		0		2	
G. PREPARED BY <b>MICHAEL S. RODRIGUEZ CONTRACTING OFFICER</b>			H. DATE <b>2/25/06</b>		I. APPROVED BY <b>ELIZABETH JOYCE FREEMAN VAPAHCS DIRECTOR</b>		J. DATE		

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V640S-0068

San Mateo County Mental Health Services Agency

Use of Space, Bldg 323, A-7

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.									
A. CONTRACT LINE ITEM NO. SLIN 0006			B. EXHIBIT D		C. CATEGORY TDP _____ TM- _____ OTHER MISC				
D. SYSTEM/ITEM Use of Space			E. CONTRACT/PR NO. V640S-0068		F. CONTRACTOR San Mateo Health Services Agency				
1. DATA ITEM NO. A0003		2. TITLE OF DATA ITEM Sharing Partner Emergency Notification Roster			3. SUBTITLE Contact Information for Emergency Notification				
4. AUTHORITY (Data Acquisition Document No.) V640S-0068			5. CONTRACT REFERENCE Section G Sharing Agreement Clauses		6. REQUIRING OFFICE See Block 16.				
7. DD250 REQ See Block 16		9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY Quarterly	12. DATE OF FIRST SUBMISSION Sixty (60) after agreement execution.	14. DISTRIBUTION				
8. APP CODE N/A		11. AS OF DATE SEE BLOCK 16	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	a. ADDRESSEE		b. COPIES			
16. REMARKS  The Sharing Partner is required to provide a Sharing Partner Emergency Notification Roster. The roster shall contain contact information for VA Police to notify Sharing Partner during non-duty hours.  The Sharing Partner will submit the emergency notification document as stated in Block 12. Subsequent submissions will be 10 days following the last day of the quarter to ensure VA Police has up to date contact data in the event of an emergency.  VAPAHCS will cite Sharing Partner if found in violation of the above provisions. Repeated infractions by Sharing Partner of these provisions may result in cancellation of agreement pricing and Sharing Partner charged the "alternate rate" (SEE SECTION B), and/or termination of the existing agreement between VAPAHCS and the Program in question.				Draft		Final			
				VAPAHCS 90		0		1	
				VA POLICE				1	
				15. TOTAL		0		2	
G. PREPARED BY MICHAEL S. RODRIGUEZ CONTRACTING OFFICER			H. DATE 2/25/06		I. APPROVED BY ELIZABETH JOYCE FREEMAN VAPAHCS DIRECTOR		J. DATE		



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