

**FOR OFFICIAL USE ONLY**

**SECTION A - SHARING AGREEMENT AND/OR MODIFICATION**

<b>1. CONTRACT NUMBER:</b> V640S-0071	<b>2. EFFECTIVE DATE:</b>
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**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 Medical Center, 222 West 39<sup>th</sup> Avenue, 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 (90A) 3801 Miranda Avenue Palo Alto, CA 94304	<b>5. NAME AND ADDRESS OF SHARING PARTNER:</b>  San Mateo Medical Center 222 West 39 <sup>th</sup> Avenue San Mateo, CA 94403
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**6. PAYMENTS:** SHARING PARTNER shall forward all payments to the attention of the "Agent Cashier" at the VAPAHCS address identified above.

6a. Item No.	6b. Description	6c. QTY	6d. UI	6e. Unit Price	6f. Amount
0001 thru 0010	The purpose of this Sharing Agreement is to share space and resources with Sharing Partner named in Block No. 5. VAPAHCS will share with Sharing Partner space in Bldg 334 and 332, located at VAPAHCS, Menlo Park Division (MPD), 795 Willow Road, Menlo Park, California, 94025.  See Continuation Sheet for itemized detail and all terms and conditions.	12	MO	\$50,649.72(E)	\$607,797(E)

**6g. Total Amount of Sharing Agreement:** \$607,797 (E)

**7. TABLE OF CONTENTS**

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<b>9a. Name and Title of Signer (Type or Print)</b>		<b>10a. Name of Contracting Officer.</b>  MICHAEL S. RODRIGUEZ	
<b>9b. Signature of Sharing Partner.</b>	<b>9c. Date</b>	<b>10b. Signature of Contracting Officer</b>	<b>10c. Date</b>

**SECTION B - SUPPLIES/SERVICES AND PRICES/COSTS**

- 1 In consideration of the mutual agreements contained herein, the parties hereby agree as follows:  
**PRECONTRACT COSTS:** The Contracting Officer will recognize pre-contract cost incurred from August 11, 2006 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 Number (ALIN) 0001 through 0004 and ALIN 0007 are firm fixed price. All other ALIN's are estimated. The actual price/cost for each service ALIN is determined by actual usage of services.

Base Year: AUGUST 11, 2006 through AUGUST 10, 2007.

Item No.	Description	Qty	Unit	Monthly Cost	Annual Cost
0001	Use of Space Bldg 334, See Exhibit C Charged at \$3.00 per sq.ft. Total 10,356 sq. ft.	12	MO	\$31,068.00	\$372,816.00
0002	Use of Space Bldg 334, Basement Charged at \$2.50 per sq.ft. Total 1,160 sq.ft.	12	MO	\$ 2,900.00	\$ 34,800.00
0003	Optometry Equipment Use in Room F104. Based on \$22,948 initial cost depreciated over 10 years	12	MO	\$ 191.23	\$ 2,294.80
0004	Dental Equipment Use in Rooms F108 thru F116. Based on \$104,000 initial cost depreciated over 10 years	12	MO	\$ 866.67	\$ 10,400.00
0005	Clinical Laboratory Tests (E) Cost per test by CPT Code Estimated at 100% Medicare Test Rate, FY06 Average # of tests per mo: 525 Average cost per test: \$10.10 (based on 2005 actuals)	12	MO	\$ 5,298.82	\$ 63,585.78

0006	Auditorium: Bldg 334, Rm C200 (E)	12	MO	\$ 225.00	\$ 2,700.00
	Estimate based on use of half auditorium, one day a month for staff meetings (only bill for actual use)				

0006	Auditorium Rental				
000601	Per Day			\$300.00	
000602	Per Half Day			\$250.00	
000603	Half Auditorium Per Day			\$225.00	
000604	Half Auditorium Per Half Day			\$125.00	

000605	Equipment for Auditorium Per Day				
000606	Slide Projector/Screen			\$50.00	
000607	TV & Video Recorder			\$50.00	
000608	Overhead Projector/Screen			\$50.00	
000609	Flip Chart			\$25.00	

0007	Use of Space – Methadone Clinic- Bldg 332	12	MO	\$ 9,600.00	\$115,200.00
	Charged at \$3.00 per sq.ft. Total 3,200 sq. ft.				

0008	Methadone Treatment (E) Sharing Partner provides "In-Kind" Services for VA Patients (A/P). Monthly amount based on: 26 patients per day times \$10.00 per dose times 30 days	12	MO	(\$ 7,800.00)	(\$ 93,600.00)
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0009	Methadone Case Management (E) Sharing Partner provides "In-Kind" Services for VA Patients (A/P) Monthly amount based on: 26 patients times \$13.50 per visit times 4 visits per month (not to exceed unless negotiated)	12	MO	(\$ 1,404.00)	(\$ 16,848.00)
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0010	Special Work Orders (E) Emergency Service Calls at \$37.00 per hour, \$500.00 maximum per month	12	MO	\$ 500.00	\$ 6,000.00
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<b>TOTAL ESTIMATED AMOUNT</b>		<b>12</b>	<b>MO</b>	<b>\$ 50,649.72</b>	<b>\$ 607,797</b>
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OPTION YEAR NO. 1 PRICING: AUGUST 11, 2007 through AUGUST 10, 2008.

Item No.	Description	Qty	Unit	Cost	Cost
0001	Use of Space Bldg 334, See Exhibit C Charged at \$3.10 per sq.ft. Total 10,356 sq. ft.	12	MO	\$32,103.60	\$385,243.20

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0002	Use of Space Bldg 334, Basement Charged at \$2.59 per sq.ft. Total 1,160 sq.ft.	12	MO	\$ 2,998.60	\$ 35,983.20
0003	Optometry Equipment Use in Room F104. Based on \$22,948 initial cost depreciated over 10 years	12	MO	\$ 191.23	\$ 2,294.80
0004	Dental Equipment Use in Rooms F108 thru F116. Based on \$104,000 initial cost depreciated over 10 years	12	MO	\$ 866.67	\$ 10,400.00
0005	Clinical Laboratory Tests (E) Cost per test by CPT Code Estimated at 100% Medicare Test Rate, FY06 Average # of tests per mo: 525 Average cost per test: \$10.10 (based on 2005 actuals)	12	MO	\$ 5,478.97	\$ 65,747.70
0006	Auditorium: Bldg 334, Rm C200 (E) Estimate based on use of half auditorium, one day a month for staff meetings (only bill for actual use)	12	MO	\$ 225.00	\$ 2,700.00
0006	Auditorium Rental				
000601	Per Day			\$300.00	
000602	Per Half Day			\$250.00	
000603	Half Auditorium Per Day			\$225.00	
000604	Half Auditorium Per Half Day			\$125.00	
000605	Equipment for Auditorium Per Day				
000606	Slide Projector/Screen			\$50.00	
000607	TV & Video Recorder			\$50.00	
000608	Overhead Projector/Screen			\$50.00	
000609	Flip Chart			\$25.00	
0007	Use of Space – Methadone Clinic- Bldg 332 Charged at \$3.10 per sq.ft. Total 3,200 sq. ft.	12	MO	\$ 9,926.40	\$119,116.80
0008	Methadone Treatment (E) Sharing Partner provides "In-Kind" Services for VA Patients (A/P). Monthly amount based on: 26 patients per day times \$10.34 per dose times 30 days	12	MO	(\$ 8,065.20)	(\$ 96,782.40)
0009	Methadone Case Management (E) Sharing Partner provides "In-Kind" Services for VA Patients (A/P) Monthly amount based on: 26 patients times \$13.96 per visit times 4 visits per month	12	MO	(\$ 1,451.74)	(\$ 17,420.83)

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0010	Special Work Orders (E) Emergency Service Calls at \$37.00 per hour, \$500.00 maximum per month	12	MO	\$ 500.00	\$ 6,000.00
<b>TOTAL ESTIMATED AMOUNT</b>		<b>12</b>	<b>MO</b>	<b>\$ 52,290.47</b>	<b>\$ 627,486</b>

OPTION YEAR NO. 2 PRICING: AUGUST 11, 2008 through AUGUST 10, 2009.

Item No.	Description	Qty	Unit	Cost	Cost
0001	Use of Space Bldg 334, See Exhibit C Charged at \$3.21 per sq.ft. Total 10,356 sq. ft.	12	MO	\$33,242.76	\$398,913.12
0002	Use of Space Bldg 334, Basement Charged at \$2.67 per sq.ft. Total 1,160 sq.ft.	12	MO	\$ 3,100.55	\$ 37,206.63
0003	Optometry Equipment Use in Room F104. Based on \$22,948 initial cost depreciated over 10 years	12	MO	\$ 191.23	\$ 2,294.80
0004	Dental Equipment Use in Rooms F108 thru F116. Based on \$104,000 initial cost depreciated over 10 years	12	MO	\$ 866.67	\$ 10,400.00
0005	Clinical Laboratory Tests (E) Cost per test by CPT Code Estimated at 100% Medicare Test Rate, FY06 Average # of tests per mo: 525 Average cost per test: \$10.10 (based on 2005 actuals)	12	MO	\$ 5,665.26	\$ 67,983.12
0006	Auditorium: Bldg 334, Rm C200 (E) Estimate based on use of half auditorium, one day a month for staff meetings (only bill for actual use)	12	MO	\$ 225.00	\$ 2,700.00
0006	Auditorium Rental				
000601	Per Day			\$300.00	
000602	Per Half Day			\$250.00	
000603	Half Auditorium Per Day			\$225.00	
000604	Half Auditorium Per Half Day			\$125.00	
000605	Equipment for Auditorium Per Day				
000606	Slide Projector/Screen			\$50.00	
000607	TV & Video Recorder			\$50.00	
000608	Overhead Projector/Screen			\$50.00	
000609	Flip Chart			\$25.00	

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0007	Use of Space – Methadone Clinic- Bldg 332 Charged at \$3.21 per sq.ft. Total 3,200 sq. ft.	12	MO	\$ 10,263.90	\$ 123,166.77
0008	Methadone Treatment (E) Sharing Partner provides “In-Kind” Services for VA Patients (A/P). Monthly amount based on: 26 patients per day times \$10.69 per dose times 30 days	12	MO	(\$ 8,339.42)	(\$ 100,073.04)
0009	Methadone Case Management (E) Sharing Partner provides “In-Kind” Services for VA Patients (A/P) Monthly amount based on: 26 patients times \$14.43 per visit times 4 visits per month	12	MO	(\$ 1,501.10)	(\$ 18,013.14)
0010	Special Work Orders (E) Emergency Service Calls at \$37.00 per hour, \$500.00 maximum per month	12	MO	\$ 500.00	\$ 6,000.00
<b>TOTAL ESTIMATED AMOUNT</b>		<b>12</b>	<b>MO</b>	<b>\$ 54,055.37</b>	<b>\$ 648,664</b>

OPTION YEAR NO. 3 PRICING: AUGUST 11, 2009 through AUGUST 10, 2010.

Item No.	Description	Qty	Unit	Cost	Cost
0001	Use of Space Bldg 334, See Exhibit C Charged at \$3.32 per sq.ft. Total 10,356 sq. ft.	12	MO	\$34,381.92	\$412,583.04
0002	Use of Space Bldg 334, Basement Charged at \$2.76 per sq.ft. Total 1,160 sq.ft.	12	MO	\$ 3,205.97	\$ 38,471.65
0003	Optometry Equipment Use in Room F104. Based on \$22,948 initial cost depreciated over 10 years	12	MO	\$ 191.23	\$ 2,294.80
0004	Dental Equipment Use in Rooms F108 thru F116. Based on \$104,000 initial cost depreciated over 10 years	12	MO	\$ 866.67	\$ 10,400.00

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0005	Clinical Laboratory Tests (E) Cost per test by CPT Code Estimated at 100% Medicare Test Rate, FY06 Average # of tests per mo: 525 Average cost per test: \$10.10 (based on 2005 actuals)	12	MO	\$ 5,857.88	\$ 70,294.55
0006	Auditorium: Bldg 334, Rm C200 (E) Estimate based on use of half auditorium, one day a month for staff meetings (only bill for actual use)	12	MO	\$ 225.00	\$ 2,700.00
0006	Auditorium Rental				
000601	Per Day	\$300.00			
000602	Per Half Day	\$250.00			
000603	Half Auditorium Per Day	\$225.00			
000604	Half Auditorium Per Half Day	\$125.00			
000605	Equipment for Auditorium Per Day				
000606	Slide Projector/Screen	\$50.00			
000607	TV & Video Recorder	\$50.00			
000608	Overhead Projector/Screen	\$50.00			
000609	Flip Chart	\$25.00			
0007	Use of Space – Methadone Clinic- Bldg 332 Charged at \$3.32 per sq.ft. Total 3,200 sq. ft.	12	MO	\$ 10,612.87	\$ 127,354.44
0008	Methadone Treatment (E) Sharing Partner provides “In-Kind” Services for VA Patients (A/P). Monthly amount based on: 26 patients per day times \$11.06 per dose times 30 days	12	MO	(\$ 8,622.96)	(\$ 103,475.52)
0009	Methadone Case Management (E) Sharing Partner provides “In-Kind” Services for VA Patients (A/P) Monthly amount based on: 26 patients times \$14.92 per visit times 4 visits per month	12	MO	(\$ 1,552.13)	(\$ 18,625.59)
0010	Special Work Orders (E) Emergency Service Calls at \$37.00 per hour, \$500.00 maximum per month	12	MO	\$ 500.00	\$ 6,000.00
<b>TOTAL ESTIMATED AMOUNT</b>		<b>12</b>	<b>MO</b>	<b>\$ 55,841.54</b>	<b>\$ 670,098</b>

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OPTION YEAR NO. 4 PRICING: AUGUST 11, 2010 through AUGUST 10, 2011.

Item No.	Description	Qty	Unit	Cost	Cost
0001	Use of Space Bldg 334, See Exhibit C Charged at \$3.43 per sq.ft. Total 10,356 sq. ft.	12	MO	\$35,521.08	\$426,252.96
0002	Use of Space Bldg 334, Basement Charged at \$2.86 per sq.ft. Total 1,160 sq.ft.	12	MO	\$ 3,314.97	\$ 39,779.69
0003	Optometry Equipment Use in Room F104. Based on \$22,948 initial cost depreciated over 10 years	12	MO	\$ 191.23	\$ 2,294.80
0004	Dental Equipment Use in Rooms F108 thru F116. Based on \$104,000 initial cost depreciated over 10 years	12	MO	\$ 866.67	\$ 10,400.00
0005	Clinical Laboratory Tests (E) Cost per test by CPT Code Estimated at 100% Medicare Test Rate, FY06 Average # of tests per mo: 525 Average cost per test: \$10.10 (based on 2005 actuals)	12	MO	\$ 6,057.05	\$ 72,684.56
0006	Auditorium: Bldg 334, Rm C200 (E) Estimate based on use of half auditorium, one day a month for staff meetings (only bill for actual use)	12	MO	\$ 225.00	\$ 2,700.00
0006	Auditorium Rental				
000601	Per Day			\$300.00	
000602	Per Half Day			\$250.00	
000603	Half Auditorium Per Day			\$225.00	
000604	Half Auditorium Per Half Day			\$125.00	
000605	Equipment for Auditorium Per Day				
000606	Slide Projector/Screen			\$50.00	
000607	TV & Video Recorder			\$50.00	
000608	Overhead Projector/Screen			\$50.00	
000609	Flip Chart			\$25.00	
0007	Use of Space – Methadone Clinic- Bldg 332 Charged at \$3.43 per sq.ft. Total 3,200 sq. ft.	12	MO	\$ 10,973.71	\$131,684.49



0008	Methadone Treatment (E) Sharing Partner provides "In-Kind" Services for VA Patients (A/P). Monthly amount based on: 26 patients per day times \$11.43 per dose times 30 days	12	MO	(\$ 8,916.14)	(\$ 106,993.68)
0009	Methadone Case Management (E) Sharing Partner provides "In-Kind" Services for VA Patients (A/P) Monthly amount based on: 26 patients times \$15.43 per visit times 4 visits per month	12	MO	(\$ 1,604.90)	(\$ 19,258.86)
0010	Special Work Orders (E) Emergency Service Calls at \$37.00 per hour, \$500.00 maximum per month	12	MO	\$ 500.00	\$ 6,000.00
<b>TOTAL ESTIMATED AMOUNT</b>		<b>12</b>	<b>MO</b>	<b>\$ 57,649.71</b>	<b>\$ 691,797</b>

3 Alternate pricing for failure to meet CDRL deliveries:

<u>Base Year</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>
\$3.02	\$3.12	\$3.23	\$3.34	\$3.45
\$31,275/mo.	\$32,310/mo	\$33,449/mo	\$34,589/mo	\$35,728/mo
\$375,301/yr.	\$387,720/yr	\$401,388/yr	\$415,068/yr	\$428,736/yr

## 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, Allotment of Space. This includes minor maintenance and repair (MM&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.
  - a The Sharing Partner fee includes use of the space, all utilities (except telephone), and facility maintenance (minor maintenance and repair - MM&R).
  - 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 and 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 County. 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 provide its own computer systems and telephones. The Sharing Partner will be able to use information services infrastructure directly associated with the space leased under this agreement. Sharing Partner staff shall notify the COTR, one week in advance, of requests to access VAPAHCS telephone information systems equipment closets as needed for routine maintenance of Sharing Partner equipment. The sharing partner may contact the VA representatives in Section E- Administrative Data for urgent access. The Sharing Partner shall be responsible for payment of its own telephone service. All requests for expansion of information services on VAPAHCS infrastructure shall be proposed through the Contracting Officer.
  - 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 or organization shall have access to the Sharing Partner space, employees or patients, except in the conduct of official business as it pertains to the Sharing Partner, and, matters of the Sharing Partner as deemed appropriate by the Sharing Partner after full consideration of all laws governing the operation of said space.
  - h The Sharing Partner will observe all local, state, and federal laws, ordinances, rules and regulations pertaining to and governing the operation of the medical clinic. This Agreement shall be governed, construed and enforced in accordance with Federal law.
  - i Sharing Partner staff shall have access to the space during other than Clinic hours of operation for official business purposes. Examples are: staff coming in early, staying late, or coming in on weekends for administrative work, and, staff coming in for housekeeping and maintenance.

- 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.
  - 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 Space, remove any fixtures the Sharing Partner installed, and restore the Space to as good condition as existed upon the date of commencement of the term of this Agreement. Damages beyond the control of the Sharing Partner and due to fair wear and tear are 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 All Sharing Partner employees are to display identification badges when on site. The Sharing Partner is required to provide a list of all Sharing Partner employees who will be working at the site within 60 days of Agreement execution. This list will be used by VAPAHCS Police Service for identification purposes in the event of an alert which may close down the MPD campus to essential personnel. (See Section G, paragraph 7).
  - n The Sharing Partner will have access only to areas indicated in Exhibit C, Allotment of Space. Employees shall conduct themselves in accordance with all VA requirements.
  - o VA and the Sharing Partner shall mutually inspect the designated areas prior to occupancy to determine exact condition, and, to document any damage discovered.
- 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, Allotment of Space. This includes minor maintenance and repair (MM&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.
- 3 **ITEM 0003, Optometry Equipment.** The Sharing Partner shall pay the monthly scheduled amount as monetary consideration for optometry equipment use. The monetary consideration for use of space for the Optometry is covered under ITEM 0001, see Exhibit C, Allotment of Space.
- 4 **ITEM 0004, Dental Equipment.** The Sharing Partner shall pay the monthly scheduled amount as monetary consideration for dental equipment use. The monetary consideration for use of space for the Dental Clinic is covered under ITEM 0001, see Exhibit C, Allotment of Space.
- a VAPAHCS will not provide any dental radiology film or any other supplies for Sharing Partner use, nor will the VA provide any additional instruments, or, Supply, Processing and Distribution (SPD) sterilization services to the Sharing Partner. The Sharing Partner will retain ownership of any replacement equipment purchased at its expense.
  - b Sharing Partner dental patients will not wait for dental appointments in the VAPAHCS dental clinic waiting area due to lack of adequate space. In lieu of this, Sharing Partner patients will be able to use the VAPAHCS main waiting area and/or the Willow Clinic waiting area. 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. Room F113 is currently available for renovation and use as a Dental Lab if the Sharing Partner chooses. Any such proposed modification will be processed and approved in accordance with Section G., paragraph 2 below of this Agreement.
- 5 **ITEM 0005, Clinical Laboratory Tests.** VAPAHCS will provide limited and emergency testing services to the Sharing Partner during the hours of 8:15 am to 4:45 pm, Monday through Friday. These services shall include blood drawing and STAT testing services. The Sharing Partner staff will order tests on standard "Willow Clinic" requisitions. Cost per test by CPT Code estimated at 100% Medicare Test Rate, FY06. Average number of tests per month is 525 and average cost per test is \$10.10 based on 2005 actual data.
- 6 **ITEM 0006, Auditorium.** The Sharing Partner shall pay the following based on use: Auditorium rental per day: \$300, per half day \$250; Half auditorium rental per day: \$225, per half day \$125. Equipment rental per day: Slide Projector/Screen: \$50, TV and Video Recorder: \$50, Overhead Projector/Screen: \$50, Flip Chart: \$25. VA 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. Requests to use the auditorium will be submitted to the COTR, ext 22951. Maximum capacity of the auditorium is 250. Food and beverages are not permitted in the auditorium. (As an alternative for small groups, conference room E207 in building 334 is available for \$25/hour, minimum of 3 hours per event).
- 7 **ITEM 0007, Use of Space Building 332.** 3,200 sq ft of space in building 332 is allocated for use as a 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, Allotment of Space. This includes minor maintenance and repair (MM&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.
- 8 **ITEM 0008, Methadone Treatment.** The Sharing Partner shall bill VAPAHCS for services rendered per Section B as monetary consideration for methadone treatment services for VA Patients. The Sharing Partner will bill VAPAHCS for the actual number of VA Patients treated per month. The charges for this activity are paid separately from Fund Control Point (FCP) of the using service.
- 9 **ITEM 0009, Methadone Case Management.**

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. The charges for this activity are paid separately from Fund Control Point (FCP) of the using service.

a The sharing partner will maintain records of VA Patients treated. Monthly invoices will include a record of patients treated. Invoices for services rendered under ALIN 0008, Methadone Treatment and 0009, Methadone Case Management will be sent to: VAPAHCS, Attn: Michele Gaouette (COTR), Mail Code 116A3, 795 Willow Rd, Menlo Park, CA 94025. The COTR will certify the invoices for payment and forward to Fiscal Service (05), Attn: 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 ALIN, 0008 and 0009 (including date of services), and remittance address. The VAPAHCS Fiscal Service may audit the records maintained by the Sharing Partner upon VAPAHCS' request.

b The sharing partner will provide methadone maintenance following JCAHO accredited guidelines, and Substance Abuse and Mental Health Services Administration (SAMHSA).

c The sharing Partner will provide methadone maintenance to current VAPAHCS Patients. This includes but is not limited to:

1. Sharing Partner will dispense methadone according to Sharing Partner procedures and guidelines.
2. Sharing Partner will provide comprehensive assessment of VA Patients.
3. Sharing Partner will provide individualized treatment plan of VA Patients.
4. Sharing Partner will provide individualized case management of VA Patients, a minimum of 50 minutes per month.
5. Sharing Partner will provide group counseling of VA Patients, specifics to be designated.
6. Sharing Partner will provide ongoing health education to VA Patients.

d The VAPAHCS Contracting Officer Technical Representative (COTR) will act as liaison to coordinate and refer eligible veterans to VA Programs or clinics as required.

e VAPAHCS will discharge VA Patients and provide them with a discharge summary and provide to the sharing partner.

f VAPAHCS will coordinate with the VA Lab to provide a RPR for the Sharing Partner, per their requirements.

g 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.

h VAPAHCS primary care provider will provide VA Patients annual physicals as required by the Sharing Partner.

- 10 **ITEM 0010, Special Work Orders.** Sharing Partner agrees to submit special work orders for housekeeping services as required. The Sharing Partner will submit special work orders by calling the COTR (see Section E, paragraph 2).

## SECTION D – PERIOD OF PERFORMANCE

### 1. PERIOD OF PERFORMANCE.

The period of performance of this Sharing Agreement is stated below:

Base Year:	August 11, 2006 through August 10, 2007
Option Year 1:	August 11, 2007 through August 10, 2008
Option Year 2:	August 11, 2008 through August 10, 2009
Option Year 3:	August 11, 2009 through August 10, 2010
Option Year 4:	August 11, 2010 through August 10, 2011

### 2. OPTION YEARS.

This Agreement will begin on the Effective Date, will continue in effect for one year, and, will thereafter automatically renew for four successive one 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 numbers are shown below.

### 2 POINTS OF CONTACT.

a	<u>VAPAHCS</u>	<u>TITLE</u>	<u>TELEPHONE</u>
	Michael S. Rodriguez	Contracting Officer	(650) 849-0546, or (650) 493-5000 ext 60546
	Matthew Giordono	Program Analyst	(650) 493-5000 ext 60591
	Michele Gaouette	Contracting Officer Technical Representative	(650) 493-5000 ext 22951 (650) 329-6483 (Pager)
	Rose Diocares	Budget Analyst	(650) 493-5000 ext 65569
	Police	Dispatch	(650) 493-5000 ext 65891
b	<u>SHARING PARTNER</u>	<u>TITLE</u>	<u>TELEPHONE</u>
	Tere Larcina	Contracts Coordinator	(650) 573-2280
	Yvonne Sylten	Clinic Manager, Willow Clinic	(650) 578-7197
	Donna Dean	Clinic Manager, Methadone Clinic	(650) 578-7164
	Steve Alms	Manager, Real Property Services	(650) 363-4047

**3 PARKING.**

- a The VA will provide parking for Willow and Methadone Clinic employees in Parking Lot Numbers 8 and 12, See Exhibit D, Map of Menlo Park Division. Sharing Partner shall instruct all San Mateo County patients to utilize Parking Lot Number 2.
- b Sharing Partner employees and patients will adhere to VAPAHCS Health Care System Memorandum No. 07-00-01, Parking and Traffic Control, January 20, 2004, see Section I, List of Attachments, Attachment 1.

**4 HOURS OF OPERATION.**

- a Business Hours are from 8:00 am to 4:30 pm, Monday thru Friday. 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 39<sup>th</sup> Avenue  
San Mateo, CA 94403

ATTN: Tere Larcina

- b If to the VAPAHCS, send to:

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

- c Written notice shall be deemed to have been duly given by any method below:

- 1) Three days subsequent to mailing if mailed by certified or registered mail, postage prepaid; or
- 2) If transmitted electronically by fax or email, provided that a written acknowledgment of receipt is transmitted back to the sender; 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.** The following is supplied for VA reporting purposes:

a Tax Identification Number: \_\_\_\_\_

b Dun and Bradstreet (DUNS) Number: \_\_\_\_\_

8 **PAYMENT.** Payment for use of space and equipment is due by the 10<sup>th</sup> of the current month. Payment for other charges 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 20<sup>th</sup> 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 months. However, no price increases in any twelve month period will be lower than actual costs to provide services. Any price increases shall also remain firm for a period of twelve months.

9 **HOLIDAYS.**

a The following ten holidays are observed by the Federal Government :

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 In addition, any other day specifically declared by the President of the United States to be a national holiday will be observed by the Federal Government.



**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 to 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 Building 332, being aware that VA has exclusive federal jurisdiction. Sharing Partner shall provide VA Police Service with an emergency notification roster within 60 days after Sharing Agreement execution (See Exhibit E-CDRL). 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 **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.
- e **Housekeeping Services:** VA Environmental Management Service (EMS) will maintain all common areas leading up to and surrounding Sharing Partner Space.

- 2 **CONDITION.** 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.
- 3 **COMPLIANCE.** 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.
- 4 **INSPECTIONS.** 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.

- 5 **EQUAL OPPORTUNITY.** 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 52.222-26, Equal Opportunity, which is attached to this Agreement as Exhibit B.
- 6 **NO SMOKING.** All VAPAHCS buildings are **No Smoking** buildings. All VA non-smoking policies and procedures will be strictly enforced.
- 7 **SUBLET & ASSIGNMENT:** The Sharing Partner shall not transfer or assign this Agreement to any party on the Space (exclusive of Sharing Partners 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 written permission from the VA Contracting Officer.

## SECTION G – SHARING AGREEMENT CLAUSES

- 1 **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 ext 62468. VA Engineering personnel will assess the emergency and coordinate the services of VA or non-VA local facility maintenance emergency personnel.
  - c It is the responsibility of the Sharing Partner to ensure that its management and client supervisory personnel are aware of this information.
- 2 **MODIFICATIONS OR CANCELLATION.**
  - a This Agreement, or any of its specific provisions, may be revised or modified from time to time. by written agreement of both parties.
  - b This Agreement may be canceled by either party provided at least sixty days written notice is given by the VA Contracting Officer or the Director of Health Services, Department of Health Services, San Mateo Medical Center (Sharing Partner) prior to the anniversary date, without further liability to VA or San Mateo County. San Mateo County will have 60 days to submit an Exit Plan and the final evacuation date will be negotiated by both parties.
  - 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 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 or increases the Space covered by this Agreement prior to the expiration date, an equitable adjustment 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 makes the Space untenable, the Sharing Partner may cancel this Agreement in its entirety by serving written notice to the VAPAHCS within thirty 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 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 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.

**3 LIABILITY & INSURANCE.**

- a The Sharing Partner, San Mateo County, San Mateo Medical Center, 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.

**4 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 above, 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 Effective 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 described above. 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.

## 5 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 calendar days after cancellation or final expiration of this Agreement, whichever occurs earlier, otherwise Sharing Partner forfeits its right(s) to relief.

## 6 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.

**7 SHARING PARTNER BADGES.** VAPAHCS is not normally a restricted access facility, but in the event our condition code changes to RED, VAPAHCS will restrict access. In the event of this happening, it is imperative that VAPAHCS Police are able to identify Sharing Partner employees so that they may gain access. Therefore, Sharing Partner is required to develop and implement identification badge procedures for its 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 Partners name (i.e. San Mateo Medical Center) and location (i.e. Menlo Park Division: Bldg 334 or Bldg 332) and the employees' name. We prefer the employee's picture on the badge but it is not mandatory. Sharing Partner shall provide VA Police Service a list of their employees within 60 days of execution of this Sharing Agreement (See Exhibit E – CDRL).
- c Sharing Partner may request employee picture identification badges from VAPAHCS Police for a fee of \$10.00 per badge. The badge office (located at Palo Alto Division, Bldg 100) is open Monday, Wednesday, and Friday, 8:00 am to 10:00 am and 3:00 pm to 4:00 pm. To have VA Police issue your employee's badges, follow this procedure: (1) Provide your employee listing to the VA Police Service. (2). Send your employees to the Agent Cashier (also located at Palo Alto Division, Bldg 100) to pay for the badge. (3). Present the receipt to the badge office to have picture taken and badge made.
- d Failure to comply with this clause may result in a delay or inability to identify your employees and grant them facility access.

**8 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.

## **9 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, Contracting Officer's Technical Representative (COTR), is delegated authority to monitor Sharing Partners performance in compliance with the terms and conditions of this 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.

**10 COMPLIANCE AND BUSINESS INTEGRITY (CBI) TRAINING & EDUCATION.**

- a **Awareness Training.** Sharing Partner employees shall complete initial compliance awareness training within 30 days of commencing work under this contract as well as complete annual compliance awareness refresher training. At a minimum, CBI awareness training will include the following topics: (a) the revenue cycle, (b) seven elements of an effective compliance program, (c) definition of high risk areas, and (d) definition of a compliance concern and how to address a compliance concern. This requirement can be fulfilled by completing the training module available from the Contracting Officer's Technical Representative (COTR).
- b **Remedial Training.** When notified, contract employees must complete remedial training and education to address any detected compliance exceptions.
- c **Proof of Training.** Sharing Partner employees are responsible for submitting proof of awareness and remedial training completed to the COTR for this contract. The COTR will retain proof of training in accordance with applicable Records Control Schedule.

**11 INCORPORATED FEDERAL ACQUISITION REGULATION CLAUSES.**a **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.arnet.gov/far/farqueryframe.html>]

(End of clause)

b **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)

c **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: Certificate Of "Priority For Veterans"

Exhibit B: Equal Opportunity Clause

Exhibit C: Allotment Of Space

Exhibit D: Map Of Menlo Park Division

Exhibit E: Contract Data Requirements List (CDRL)



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 MEDICAL CENTER

Re: Sharing Agreement V640S-0071

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.

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

Date: \_\_\_\_\_

## EXHIBIT – B

## 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.

(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.

(10) The Contractor shall include the terms and conditions of paragraphs (b)(1) through (b)(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.

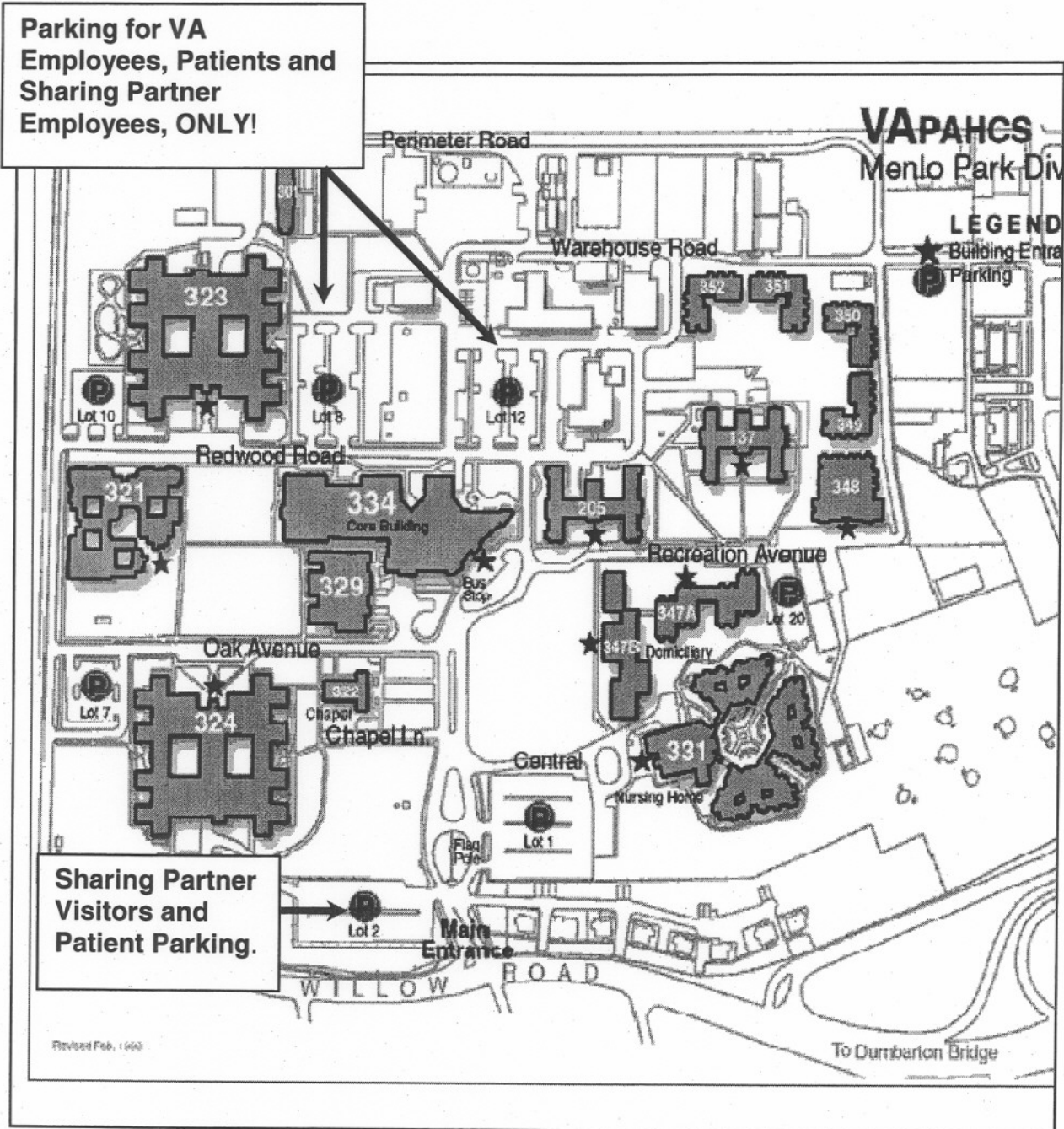
(End of clause)

**EXHIBIT - C  
 ALLOTMENT OF SPACE**

AREA	WING	ROOM NO.	SQ.FT.	TOTAL
Main Clinic-Bldg 334	A	A102		
		A102A		
		A102B		
	C	C100		
		C100A		
		C100B		
		C101-131		
		C132A		
		C133-135		
	Corr.	C-1		
		C-2		
		C-3		
		C-4		
				8,867
Dental-Bldg 334	F	F108		
		F109		
		F112		
		F114		
		F115		
		F116		
		F118		
		F118A		
				964
Radiology -Bldg 334	D	D132		
		D132A		
		D132B		
		D132C		
		D133		
		D134		
		D134A		
		D135A		
		D136		
		D136A		
Optometry -Bldg 334	F	F104		525
Storage-Bldg 334	Basement	B110B		
		B111		
		B112		
		B113		
				1,160
Methadone Clinic	Bldg 332			3,200
Total Sq. Ft. for Bldg 334, 1st floor				10,356
Total Sq. Ft. for Bldg 332				3,200
Total Sq. Ft. for Bldg 334,basement				1,160
Grand Total Sq. Ft.				14,716

EXHIBIT - D

MAP OF MENLO PARK DIVISION



**EXHIBIT - E**

Contract Data Requirements List (CDRL)

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

**Section 1.01 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 0001		(i) B. EXHIBIT E		(b) C. CATEGORY TDP _____ TM- _____ OTHER <u>MISC</u>			
D. SYSTEM/ITEM Use of Space		j) E. CONTRACT/PR NO. V640S-0071		F. CONTRACTOR			
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-0071		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	a. ADDRESSEE	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 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.							
				VAPAHCS 90	0	1	
				VA POLICE		1	
15. TOTAL				0	2		
G. PREPARED BY MICHAEL S. RODRIGUEZ CONTRACTING OFFICER		H. DATE		I. APPROVED BY ELIZABETH JOYCE FREEMAN VAPAHCS DIRECTOR		J. DATE	

**Section 1.02 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 0001		(i)B. EXHIBIT E		C. CATEGORY TDP _____ TM- _____ OTHER <u>MISC</u>			
D. SYSTEM/ITEM Use of Space		E. CONTRACT/PR NO. V640S-0071		F. CONTRACTOR			
1. DATA ITEM NO. A0002	2. TITLE OF DATA ITEM Sharing Partner Emergency Notification Roster			3. SUBTITLE Contact Information for Emergency Notification			
4. AUTHORITY (Data Acquisition Document No.) V640S-0071		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.							
				VAPAHCS 90	0	1	
				VA POLICE		1	
				15. TOTAL			
G. PREPARED BY MICHAEL S. RODRIGUEZ CONTRACTING OFFICER		H. DATE		I. APPROVED BY ELIZABETH JOYCE FREEMAN VAPAHCS DIRECTOR			
				J. DATE			



## SECTION I – LIST OF ATTACHMENTS

### ATTACHMENT 1: Parking And Traffic Control

#### VETERANS AFFAIRS PALO ALTO HEALTH CARE SYSTEM

Article II. 3801 Miranda Avenue  
Article III. Palo Alto, CA 94304-1290

January 20, 2004

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Article IV. HEALTH CARE SYSTEM MEMORANDUM No. 07-04-01

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ARTICLE V. SUBJ: PARKING AND TRAFFIC CONTROL

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1. SUMMARY: Health Care System Memorandum 07-00-01, dated February 29, 2000, and 07-97-92, dated August 1, 1997, are rescinded. Changes have been made.

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. 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.

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.

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

(7) 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.

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

(9) 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.

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

(11) 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.

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

(13) 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.

(14) 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.

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.

(17) 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.

(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.

## 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.

e. 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.

5. RESPONSIBILITIES:

a. The Chief, Police Service, 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.

## b. Chief, Engineering Service, is responsible for:

(1) Maintaining all parking areas, ensuring that spaces are properly marked, and that lighting in lots is adequate.

(2) Police Service will regularly inspect and report via an engineering work order any burnt out parking lot lights to Engineering Service.

(3) Purchasing and maintaining all signs, including traffic and parking controls.

## c. Chief, Voluntary Service, will assign decals to volunteers of this health care system.

6. REFERENCES:

VA Handbook 0730 & 0720, Department of Veterans Affairs Police, July 29, 2006

HCSM No. 07-02-06, dated June 02, Bicycle Lockers and Bicycle parking policy at VAPAHCS.

38 USC SS 901-904, Security and Law Enforcement on Property Under Control of the  
Department of Veterans Affairs

AFGE Master Agreement

7. RESPONSIBLE OFFICIAL:

Chief, Police Service

8. RECISSION DATE:

January 20, 2007

Elizabeth Joyce Freeman

Distribution C

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: VA Palo Alto Health Care System  
Contact Person: Michael S. Rodriguez  
Address: 3801 Miranda Ave., Palo Alto, CA 94304  
Phone Number: 510-849-0546  
Fax Number: 510-849-0312

II Employees

Does the Contractor have any employees?  Yes  No

Does the Contractor provide benefits to spouses of employees?  Yes  No

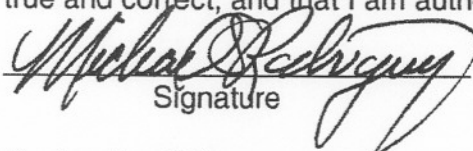
\*If the answer to one or both of the above is no, please skip to Section IV.\*

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

Michael S. Rodriguez  
Name (Please Print)

Contracting Officer  
Title

9/15/06  
Date

## **Non-Discrimination and Other Requirements**

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
  - i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - iii) liquidated damages of \$2,500 per violation;
  - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.
- G. *Compliance with Contractor Employee Jury Service Ordinance.* Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.

*\* Michael Padugney* Contracting Officer  
Department of Veterans Affairs Palo Alto Health Care System

9/15/06  
Date

\* VA Palo Alto Health Care System is a U.S. Federal entity under the Veterans Administration and complies with all Federal Laws governing Equal Employment Opportunity and federal employee benefits including benefits while on jury duty.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

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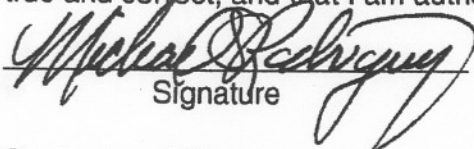
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- The Contractor is under a collective bargaining agreement which began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date).

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

Michael S. Rodriguez  
Name (Please Print)

Contracting Officer  
Title

9/15/06  
Date