

10. **What are the total net revenues for each year and for the life of the proposal?**

The net revenues should amount to 8.5% above the labor costs that will be reimbursed by RSABG. Therefore, the initial net revenue will be approximately \$6,000 the first year based on the employment of four CWT workers. As the number of CWT workers employed by RSABG increases, revenue will increase accordingly.

11. **What inflation factor is built into the charge for the space?**

The amount of reimbursement will always be based on the minimum wage in the State of California. Therefore, inflation will be based on increases in state minimum wage.

12. **Specify and quantify what dollar and/or other VA outlays (e.g. construction/renovation, utilities, telephones, etc.) are involved in this proposal?**

Any cost associated with this will be the responsibility of Rancho Santa Ana Botanical Garden (RSABG).

13. **What is the CARES potential impact or long-term plans for this space?**

There is no CARES impact due to the fact that the term is 24 months and there is a Termination for Convenience clause.

14. **How will current, not potential future, veterans benefit from this proposal agreement?**

Presently there are four CWT workers and 12 IT (Incentive Therapy) workers participating in this program. Since IT is funded by the medical center, the IT positions will remain intact. As for the four CWT workers, they will have an opportunity to both compete for the two permanent employment positions that will be offered by RSABG as well as receive additional training in specialized horticulture that will maximize their potential to be placed in competitive employment. The Veterans Garden will continue as a Horticultural Work Therapy Program utilizing both CWT and IT programs serving veterans with a psychiatric and/or substance abuse diagnosis. RSABG will help maintain a process whereby CWT workers will be trained to move on to community employment as new CWT workers are admitted to the program.

15. **How will security of the space and personnel be handled?**

The West Los Angeles VA Medical center is patrolled 24 hours a day by the VA GLAHS police and security to ensure the safety of the tenants, patients and employees. There will continue to be clinical supervision provided by the CWT program professional staff to provide on-the-job support and manage employee development. RSABG will also provide any additional security they feel is necessary. If incidents occur which require GLA involvement, the cost of addressing those incidents will be the responsibility of RSABG.

16. **Will this agreement require the partner to comply with all applicable VHA & VA codes, including handicapped accessibility?**

Yes.

17. **How will vehicle insurance and liability issues be handled?**

Due to the fact that CWT workers are not permitted by VA policy to operate vehicles, RSABG will handle both driver insurance and other liability issues involving the Garden's vehicles. It will later be determined if this non-profit will become responsible for the existing vehicles or procuring their own.

18. **Examples of business and financial aspects this non-profit will administer.**

- a. RSABG will provide detailed accounting systems compliant with requirements of the VA.
- b. RSABG will enhance the Veterans Garden retail activities to enable the Veterans Garden to process credit card purchases.
- c. CWT workers hired as employees of RSABG will be able to perform deliveries and financial transactions not permitted by patients under VA care.

19. **Will this non-profit organization alter the clinical atmosphere?**

No, in fact, it should enhance the clinical atmosphere. Employee training and development will be taking place under the clinical supervision of the CWT program. Therefore, the CWT program can focus solely on its clinical duties while RSABG handles the business aspects of the Garden.

Rancho Santa Ana Botanical Garden has a history of working effectively with populations that have disabilities. Their approach is both therapeutic and educational. They are closely affiliated with Claremont College with

regard to continuing education and research in the field of horticulture. Therefore, there is no doubt that RSABG is capable of working closely with the CWT program to ensure that a positive clinical environment will be maintained.

II.B.2.
AGENCY REVIEW DOCUMENTS

Issue
brief

Issue Title: Veterans Garden (VG) at WLA

Date of Report: 5/19/09

Background: The VG was established as a Horticultural Work Therapy program to rehabilitate veterans from both the Incentive Therapy (IT) program and the Compensated Work Therapy (CWT) program. The IT program provides a therapeutic work environment to veterans who are lower functioning and who typically do not have a competitive employment goal. The CWT program provides an opportunity for hands-on, paid work experience, and training to assist in the placement of veterans in the private employment sector.

The VG sells produce to local restaurants and participates in the weekly local Farmers Market where they sell plants, vegetables and flowers. CWT workers have become enveloped in the daily administrative and financial operations of the VG contrary to VA policy.

Since establishment of the VG, the following issue has been ongoing:

The patients participating in the CWT program have been handling the financial and administrative responsibilities of the VG. This includes collecting money for the sale of goods and products at the Garden, which VA policy prohibits. The non-profit will take over this function and provide detailed accounting systems compliant with requirements of the VA. They will also enhance VG retail activities to enable the Garden to process credit card purchases.

At the request of WLA staff, VA Central Office conducted a site visit on September 20, 2005. The purpose of the visit was to review current CWT program operations from a clinical and administrative perspective, and to assist in designing an efficient, effective model for integrated community based vocational rehabilitation services.

The recommendations provided were that a non-profit organization should be brought in to assist the VG in its managerial, supervisory and fiscal responsibilities and goals. It was also recommended that long range plans were to remove CWT from prime manufacturing while continuing to provide CWT veterans rehabilitative treatment services to operate the VG and CWT transitional work opportunities for the medical facility and community.

The non-profit will provide valuable services to veterans participating in this program by providing them with training in specialized horticulture and assistance in placing veterans in competitive employment through networking efforts between the non-profit and Nurseries in the local the community. CWT workers hired as employees of the non-profit will be able to perform deliveries and financial transactions not permitted by patients under VA care. Employee training and development will be taking place under the clinical supervision of the CWT program.

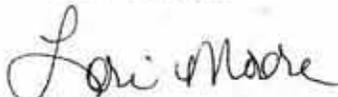
Current Status: Asset Management has drafted a concept paper for the VG to incorporate the solicitation of a non-profit organization which will fulfill staffing at the VG, handle the business aspects and maintain the VG clinical and environmental mission.

Action: Concept paper will be forwarded for review and approval by appropriate staff.

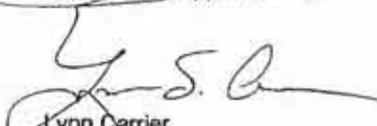
Memorandum

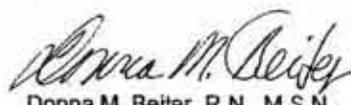
Date: April 10, 2009
From: Associate Chief, Asset Management (10A5)
Subj: Veteran's Garden Concept Paper
To: Acting Director (00)
Thru: Associate Director for Administration and Support (10A2)

1. The enclosed concept paper requires the approval of the Director.
2. This concept is for an agreement with a non-profit organization to perform the business and financial administration of the Veteran's Garden.
3. The term of the agreement is for 24 months.
4. Should you have further questions, please contact me directly at extension 42496.


Lori Moore

Attachments

~~Approve / Disapprove~~

Lynn Carrier
Associate Director

~~Approve / Disapprove~~

Donna M. Beiter, R.N., M.S.N.
Director

Valentino, Dominga

From: Barron, Melissa CO
Sent: Thursday, January 15, 2009 6:36 AM
To: Valentino, Dominga
Cc: Moore, Lori S.
Subject: RE: Veterans Garden Concept Approval

You are absolutely correct. Forgive me.

Lori, your concept paper is approved for a total of 16 months.
Please forward a copy of the finalized contract when it becomes available.
Thanks

O. Melissa Barron
202 [REDACTED]

From: Valentino, Dominga
Sent: Tuesday, January 13, 2009 6:31 PM
To: Barron, Melissa
Cc: Moore, Lori S.
Subject: FW: Veterans Garden Concept Approval

Hello Melissa,

Lori is swamped and asked me to work on this for her. I want to get the information to you as soon as possible but I am confused about the waiver. The Concept Proposal I am looking at is dated September 17, 2008 and states a term of 16 months (not more than 18-months), so I am confused why we need a waiver. Please let me know if you have a different proposal or if you are talking about needing the waiver is for a different reason. I want to be sure to address all pertinent issues.

Thank you for your patience,
Dominga

Ms. Dominga Valentino
Office of Asset Management
Department of Veterans Affairs
(310) 268-3789 OAM office
(310) 478-3711 ext. [REDACTED]

From: Moore, Lori S.
Sent: Tuesday, January 13, 2009 2:03 PM
To: Barron, Melissa
Cc: Valentino, Dominga
Subject: RE: Veterans Garden Concept Approval

Hi Melissa,

1/15/2009

Blake, Jeffrey

From: Liguoro, Joan
Sent: Thursday, May 28, 2009 7:53 AM
To: Moore, Lori S.
Subject: FW:

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Orange Category

Approved! joan

Joan L. Liguoro

Staff Attorney

Office of Regional Counsel (02)

11000 Wilshire Blvd.

Los Angeles, CA 90024

Phone: 310. [REDACTED]

Fax: 310.268.4596

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From: Hallmark, Sandra (OAL)
Sent: Thursday, May 28, 2009 6:37 AM
To: Liguoro, Joan; Brooks, Carmen K.
Subject: RE:

Joan,

This will confirm receipt and approval for concept approval through the Acting Director, Enhanced Sharing Office (10F).

Thanks.

Sandra Hallmark, CPCM
Acquisition Reviews & Site Assistance (001AL-03A)
1701 Director's Boulevard, STE 810
Austin, Texas 78744
512- [REDACTED]

512-383-4316 (fax)

From: Liguoro, Joan
Sent: Wednesday, May 27, 2009 5:34 PM
To: Hallmark, Sandra (OAL); Brooks, Carmen K.
Subject: FW:

Hi All: Below is the approval from the Network Director's office (Mr. Ronald Norby) for this concept. I have reviewed it and find it legally acceptable under the sharing authority (§8153) and both VHA Handbook 1660.01 and 1820.1. Please let me know if you approve. Joan

Joan L. Liguoro

Staff Attorney

Office of Regional Counsel (02)

11000 Wilshire Blvd.

Los Angeles, CA 90024

Phone: 310. [REDACTED]

Fax: 310.268.4596

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From: Moore, Lori S.
Sent: Wednesday, May 27, 2009 10:33 AM
To: Liguoro, Joan
Subject: FW:

Hi Joan,

Below is the approval from the Network for the Vets Garden concept. I have attached the concept paper and recent issue brief for your review. Please let me know if additional information is needed.

Thank you,

Lori Moore
Associate Chief, Public and Consumer Affairs
(310) 268-3789 [REDACTED]

From: Tillman, Ralph D
Sent: Wednesday, May 27, 2009 8:48 AM
To: Moore, Lori S.
Subject: FW:

Go forward.

Ralph Tillman
Acting Chief, Public and Consumer Affairs
VA Greater Los Angeles Healthcare System
310-[REDACTED]

From: Norby, Ronald (SES)
Sent: Wednesday, May 27, 2009 8:47 AM
To: Fallen, Barbara
Cc: Tillman, Ralph D; Beiter, Donna M. (SES); Carrier, Lynn S.
Subject: RE:

This is fine. I approve of the approach.

From: Fallen, Barbara
Sent: Monday, May 25, 2009 10:17 PM
To: Norby, Ronald (SES)
Subject: FW:

GLA is requesting approval to contract their Vets Garden to a non-profit who will run it using CWT workers. Currently the CWT workers handle money and that's against VA policy. This meets the recommendations of a VACO review team. Unless you think otherwise I will approve.

From: Tillman, Ralph D
Sent: Wednesday, May 20, 2009 6:09 AM
To: Fallen, Barbara
Subject: FW:

Attached is the revised Issue Brief and the request for approval for the Veterans Garden.

Ralph Tillman
Acting Chief, Public and Consumer Affairs
VA Greater Los Angeles Healthcare System
310- [REDACTED]

From: Moore, Lori S.
Sent: Tuesday, May 19, 2009 4:12 PM
To: Tillman, Ralph D
Subject:

Attached is the revised IB for the Vets Garden. I have highlighted the revised areas. I'm not sure how much more this can be explained. Let me know if this is sufficient information.

Lori Moore
Associate Chief, Public and Consumer Affairs
VA Greater Los Angeles Healthcare System
ofc: (310) 268-3789 [REDACTED]
fax: (310) 268-4196

Liguoro, Joan

From: Liguoro, Joan
Sent: Thursday, July 23, 2009 8:47 AM
To: Moore, Lori S.
Subject: RE: Vets Garden

Hi Lori: Are the stars of Grey's at the shoot? I have to admit I watch that show. Anyway, the Vets Garden ESA looks fine with the changes. Go ahead and finalize. Joan

Joan L. Liguoro
Staff Attorney
Office of Regional Counsel (02)
11000 Wilshire Blvd.
Los Angeles, CA 90024
Phone: 310. [REDACTED]
Fax: 310.268.4596

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From: Moore, Lori S.
Sent: Thursday, July 23, 2009 7:41 AM
To: Liguoro, Joan
Subject: FW: Vets Garden

Hi Joan,

I looked at the changes and agree. I also replied to your comments. I forgot about labeling this as "rent", thanks for bringing that to my attention. I will have to remember that when I prepare the agreement for the golf course. Regarding the parking, I don't think the sharing partner will need this much parking so I limited it to 20.

I have to go to Sepulveda to help staff work the Grey's Anatomy film shoot. We are very short staffed and they are a pretty big production so almost all of Asset is working. I am going to leave in about 15 minutes if you want to talk or you are welcome to call my work cell at (310) 428-9777 to discuss this. Otherwise, if you are ok with all the changes, I will modify the agreement and get it ready for signature.

Lori Moore
Associate Chief, Public and Consumer Affairs
(310) 268-3789 [REDACTED]

From: Liguoro, Joan
Sent: Wednesday, July 22, 2009 2:49 PM
To: Moore, Lori S.
Subject: Vets Garden

Hi Lori: I made some changes and comments. Please call me to discuss. Joan

7/23/2009

000308

Joan L. Liguoro

Staff Attorney

Office of Regional Counsel (02)

11000 Wilshire Blvd.

Los Angeles, CA 90024

Phone: 310 [REDACTED]

Fax: 310.268.4596

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II.B.3.
EXECUTED AGREEMENT

DEPARTMENT OF VETERANS AFFAIRS
SHARING AGREEMENT AMENDMENT FORM
SHARING AGREEMENT NUMBER V6915-5307

PROJECT NAME: RANCHO SANTA ANA BOTANIC GARDEN

PARTIES:

Greater Los Angeles Healthcare System	Rancho Santa Ana Botanic Garden
11301 Wilshire Blvd.	1500 N. College Ave.
Los Angeles, CA 90073	Claremont, CA 91711
Hereinafter known as "VA GLAHS"	Hereinafter known as "Sharing Partner"

AMENDMENT NUMBER: #2

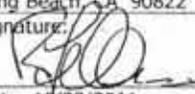
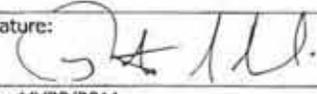
EFFECTIVE DATE: 10/23/2011

TERMS TO BE AMENDED:

- A. Year #2 of five (5) 1-yr options to extend Agreement from 10/23/2011 to 10/22/2012.
- B. Amend Attachment. No attachment. No new fee schedule

The undersigned parties hereby agree to the changes set forth by this Amendment to the Agreement dated 10/23/2009. All other terms and conditions remain unchanged.

ACCEPTED FOR:

Department of Veterans Affairs (VISN 22) Network Business Center (600/NBC/CC) 5901 E. Seventh Street Long Beach, CA 90822	Rancho Santa Ana Botanic Garden 1500 N. College Ave. Claremont, CA 91711
Signature: 	Signature: 
Date: 10/23/2011	Date: 10/23/2011
Name: Ralph Tillman	Name: Patrick Larkin
Title: Chief, External Affairs & Communications	Title: Executive Director

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE PAGE 1 OF 1 PAGES

2. AMENDMENT/MODIFICATION NO. Supplemental Agreement #1	3. EFFECTIVE DATE 10/23/2010	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Chief, External Affairs VAGLAHS 11301 Wilshire Bl. Los Angeles, CA 90073	CODE	7. ADMINISTERED BY (If other than item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and ZIP Code) Rancho Santa Ana Botanic Garden 1500 N. College Ave Claremont, CA 91711	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (See Item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. V691E-5307
		10B. DATED (See Item 11) 10/23/2009
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

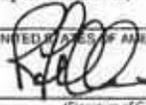
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing offer, appropriation (date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 38 USC 8153 Enhanced Sharing of Healthcare Resources and FAR clause 52.212-4
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 This document hereby serves as official notice that Rancho Santa Ana Botanical Garden chooses to accept the first option-year (#1 of 5) to the existing Enhanced Healthcare Resources Sharing Agreement noted in item 10A.
 In so doing, this document hereby extends the original EHRSA mentioned above in item 10A and all terms therein for an additional 1 (one) year period covering October 23, 2010 to October 22, 2011.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as herebefore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Patrick Larkin, Executive Director	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ralph Tillman, Chief, External Affairs
15B. CONTRACTOR/OFFICER  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED 10/23/2010
15B. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>	15C. DATE SIGNED 10/23/2010

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

- (a) **Item 1 (Contract ID Code).** Insert the contract type identification code that appears in the title block of the contract being modified.
- (b) **Item 3 (Effective date).**
 - (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
 - (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
 - (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
 - (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
 - (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.
- (c) **Item 6 (Issued By).** Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.
- (d) **Item 8 (Name and Address of Contractor).** For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.
- (e) **Item 9, (Amendment of Solicitation No. - Dated), and 10, (Modification of Contract/Order No. - Dated).** Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.
- (f) **Item 12 (Accounting and Appropriation Date).** When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification _____
 Net increase \$ _____

(2) Accounting classification _____
 Net increase \$ _____

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

- (g) **Item 13.** Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)
- (h) **Item 14 (Description of Amendment/Modification).**
 - (1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.
 - (2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:
 - (i) Total contract price increased by \$ _____
 - (ii) Total contract price decreased by \$ _____
 - (iii) Total contract price unchanged.
 - (3) State reason for modification.
 - (4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.
 - (5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to --
 - (i) A reference to the letter determination; and
 - (ii) A statement of the net amount determined to be due in settlement of the contract.
 - (6) Include subject matter or short title of solicitation/contract where feasible.

- (i) **Item 16B.** The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

**VA Greater Los Angeles Healthcare System
Enhanced Healthcare Resources Sharing Agreement
with**

Rancho Santa Ana Botanic Garden (RSABG)

1. **Sharing Agreement:** This contract (V691S-5307) is an Enhanced Sharing Agreement pursuant to Title 38, U.S.C. Section 8153.

This Contract provides for the use of **VA Greater Los Angeles Healthcare System, West Los Angeles** land as specified in subparagraph 1B below.

The terms of the Contract are as follows:

- A. **Parties:** Rancho Santa Ana Botanic Garden (herein referred to as the "**Sharing Partner**") and the **Department of Veterans Affairs, VA Greater Los Angeles Healthcare System** (herein referred to as "GLAHS").
- B. **Resources to be shared:** Estimated 12 acres of land in the Veterans Garden and adjacent parking areas on the West Los Angeles VA Campus.
- C. **Period of Performance:** **One (1) year with five (5) 1-year options.**
- D. **Pricing and Payment Terms:** As mutually negotiated and agreed. See attachment for fee schedule.
- E. **Payment:** The Sharing Partner shall make all payments (user fees) payable to **VA Greater Los Angeles Healthcare System, West Los Angeles Agent Cashier**, referencing the Enhanced Sharing Agreement (ESA) Number. The Sharing Partner shall submit said payment and/or fee as mutually negotiated and agreed upon following full execution of this Contract. Payment(s) shall be in the form of a **certified or cashier's check, bank draft, or US Postal Money Order or US Currency** and delivered to the address stated below:

Department of Veterans Affairs
VA Greater Los Angeles Healthcare System
Attention: Asset Management (10A5)
11301 Wilshire Boulevard
Building #220, Room 219
West Los Angeles, CA 90073

F. Authorization to Act on Behalf of the VA Greater Los Angeles Healthcare System, West Los Angeles: The Contracting Officer (hereinafter "CO") is the only Government official who shall be authorized to handle contractual matters involving changes, directions, work and money. The CO shall give all direction for these areas. There will be no decisions on contractual matters involving this contract without prior consultation with the CO.

G. Restrictions: The Department of Veterans Affairs (hereinafter: "DVA")
PROHIBITS:

- * **The use of VA property for the purpose of carnivals, (i.e., amusement parks of any kind and animal displays/acts).**
- * **The carrying of firearms by any person(s) employed or hired by the Sharing Partner, other than duly sworn law enforcement personnel such as LAPD or LA County Sheriff.**
- * **Explosive devices, smokescreens, etc.**
- * **Smoking, no smoking is permitted in Government buildings.**
- * **Alcohol, alcoholic beverages are strictly prohibited on VA grounds.**
- * **Photography, photography within patient areas or of patients or buildings on VA grounds is strictly prohibited unless prior approval is obtained. See paragraph below.**
- * **The parking of vehicles on grass and tree areas of the grounds unless prior approval of the DVA has been obtained and such approval is incorporated into this Contract**
- * **Live music, there will be no live music.**

There will be no disruption of Medical Center operations. Courtesy to patients, visitors and employees is MANDATORY. Any specific requests for activities or event elements not described above, will be submitted in writing to the VA Contracting Officer listed below. Requests shall be made at least one week prior to the performance date to which the activity applies. Upon request, requests will be reviewed by appropriate GLAHS personnel and Sharing Partner will be notified in a timely manner as to the result.

H. Security: The DVA shall provide law enforcement security, and may patrol the performance area. Should other security arrangements be necessary, this Contract will specify such arrangements. Random inspections by the CO, or the Contracting Officer Technical Representative (COTR) or GLAHS VA Police may be conducted during the period of performance.

I. Insurance: The Sharing Partner shall provide a minimum of **\$1,000,000** (one million dollars) Liability Insurance prior to commencement of performance, and such insurance will be effective throughout the period of performance. Proof of such insurance shall be hand-delivered or mailed to the CO prior to commencement of performance of this Contract.

J. **Sharing partner will ensure performance area(s) is/are restored to pre-existing or better conditions (fair wear and/or tear expected) at expiration of performance.** The Sharing Partner shall be responsible for all damages to GLAHS property caused by their negligence, etc., and any repairs, if necessary, will be at the expense of the Sharing Partner.

2. **General Terms and Conditions:**

A. **Relationship:** The relationship of the parties is not and shall not be construed or interpreted in any way or manner to be a partnership, joint venture, or agency. The relationship of the parties shall be an independent contractor relationship.

B. **Termination:**

1) Either party may terminate this Contract for cause or by decree of Public Law by giving the other party at least 60 (sixty) calendar days prior written notice. In the event of any termination, the sharing partner shall be responsible for payment of all services rendered by GLAHS prior to the effective date of termination.

2) Either party may terminate this Contract for convenience by giving the other party at least 60 (sixty) calendar days prior written notice. In the event of any termination, the Sharing Partner shall be responsible for payment of all rent due the GLAHS prior to the effective date of termination. In the event this termination clause is exercised, each party will bear its own costs associated with the termination and will not seek damages from the other party caused by the termination.

C. **Modification:** This Contract may need to be modified during the term. All modifications shall be in writing, and, except for termination, have the written consent of both parties.

D. **Governing Law:** This Contract shall be governed, construed, and enforced in accordance with Federal law.

E. **Contractor Disputes:** All disputes arising under or relating to this Contract shall be resolved in accordance with this clause:

1) As used herein, "controversy or claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of Contract Terms, or other relief, arising under or relating to the Contract.

2) Any controversy or claim arising out of or relating to this Contract on behalf of the Sharing Partner shall be presented initially to the CO for consideration. The CO shall furnish a written reply on the claim to the Sharing Partner.

- 3) In the event the parties cannot amicably resolve the matter, any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration at the Civilian Board of Contract Appeals in accordance with procedures set forth in the Alternative Disputes Resolution Act of 1996, if applicable, and judgment upon any award rendered by the Arbitrator(s) may be entered into any court having jurisdiction thereof.

- F. Use of VA Greater Los Angeles Healthcare System, West Los Angeles' name (Advertising):** Sharing Partner shall not use any marketing material, logo, trade name, service mark, or other material belonging to the DVA, directly or indirectly, in any form of advertising without the written consent of the DVA (Endorsements, Advertising) subject to (5 C.F.R. 2635.702). Sharing Partner shall provide CO with copies of all signage and promotional material for review and approval with regard to the use of the VA GLAHS name as described in the paragraph above.
- G. Indemnification:** Sharing Partner shall hold harmless and indemnify the VA from any and all claims, losses, damages, liabilities, costs, expenses or obligations arising out of or resulting from Sharing Partner's wrongful or negligent conduct in the performance of this Contract.
- H. Independent Contractor:** The GLAHS is an independent contractor with respect to the services performed under this Contract. Nothing contained herein shall be construed as an employment relationship or partnership between GLAHS and the Sharing Partner.
- I. Notification:** All legal notices to be given by either party to the other shall be made in writing by hand delivery or by registered or certified mail, return receipt requested or by other method reasonably capable of proof of receipt thereof and addressed to the attention of:

VA Contact Person

Ralph Tillman, Contracting Officer
Chief, External Affairs (691/00)
VA Greater Los Angeles Healthcare System
Department of Veterans Affairs
11301 Wilshire Blvd.
Los Angeles, CA 90073

Telephone: (310) [REDACTED]
Facsimile: (310) 268-4196

Sharing Partner

Patrick Larkin, Executive Director
Rancho Santa Ana Botanic Garden
1500 N. College Avenue
Claremont, CA 91711

Telephone: (909) [REDACTED]
Fax: (909) 626-7670

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date(s) indicated below.

United States of America
Department of Veterans Affairs
VA Greater Los Angeles
Healthcare System, WLA

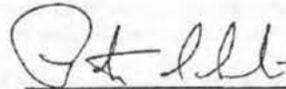
Rancho Santa Ana Botanic Garden

By



Ralph D. Tillman, Contracting Officer
Chief, External Affairs

10/23/09
Date



Patrick Larkin
Executive Director

10/23/09
Date

Attachment "A"

Resources to be Shared

The GLAHS will allow the use of an estimated 12 acres of land in the Veterans Garden and adjacent parking areas for use by the Ranch Santa Ana Botanical Garden as a horticultural work therapy program for veterans.

Hours of Operation:

The Veterans Garden is authorized to be open the following hours:
7:30am -7:00pm seven days a week with holidays to be determined on a case-by-case basis.

Smoking Policy:

Smoking will be permitted in designated smoking areas only. Smoking in any building is prohibited.

Security:

The GLAHS Police have jurisdiction over all buildings, property, and activities on the grounds of the West Los Angeles VA Medical Center. GLAHS police and security force patrol the grounds of the VA Medical Center 24 -hours a day to ensure the safety of patients, employees and tenants. If incidents occur during hours of operation that require GLAHS involvement, the cost of addressing those incidents will be borne by the Sharing Partner.

Fire and Safety:

VA Medical Center Fire and Safety staff will review all fire and safety equipment at the site and submit a written report and clearance to Sharing Partner for use of the land.

Operating Costs/Maintenance/Utilities:

Average operating costs, including maintenance and utilities, to be absorbed by the VA will be capped at one thousand dollars (\$1000.) per month. Any operating costs, including utilities over and above one thousand dollars (\$1000.) per month will be incurred by the Sharing Partner. Utilities will be calculated at the following rate: two dollars and twenty cents (\$2.20) per hundred cubic feet per month for water, and twelve cents (.12) per kilowatt hours per month for electricity. GLAHS will not make any major repairs before, during or after Sharing Partner's occupancy. The use of outside contractors requires the prior written approval of the GLAHS, unless the GLAHS is unavailable and repairs are of an urgent nature.

DVA Expectations of RSABG:

Sharing Partner is responsible for all RSABG operations. RSABG will work with veterans participating in the Compensated Work Therapy ("CWT") program and provide them with valuable services including training in specialized horticulture and assistance in placing veterans in competitive employment in nurseries within the community. RSABG will provide employment for veterans working in the Veterans Garden through the CWT program, as well as provide revenue for veteran's health programs and increase public awareness about the Veterans Garden leading to additional funds for its operation.

Attachment 'A' con't.

Sharing Partner will provide staff to train Veterans in various aspects of the Veterans Garden operations as it pertains to the CWT work they perform.

Working in cooperation with the Veterans Garden and CWT Program leadership, Sharing Partner will have procedures in place to record work time and services rendered by CWT Veterans. Such signed documentation or "time cards" shall include specific information such as name of the Veteran, residence, social security number, the names of the Sharing Partner staff or "employers", days worked, numbers of hours worked, type of work performed, etc. The time cards will be kept on a weekly basis for follow-up and accountability at the end of the contract terms or CWT program.

Meals/Beverages:

GLAHS will not provide meals or beverages. However, food or beverages may be provided in designated areas under the supervision of the Sharing Partner and the Veterans Garden Director.

Property Damage:

Pursuant to Article 1.J of this agreement, Sharing Partner will be responsible for any and all damages caused by their participating vendors and/or staff.

Attachment "B"
Pricing and Payment Terms

Fee Schedule:

Security Deposit:

\$2,500. To be returned at end of contract after final walk-through if no damages were sustained during the term of the Contract.

User Fees:

VA and Sharing Partner will engage in a 'cost neutral' sharing agreement whereby Sharing Partner will occupy space at no charge.

In lieu of user fees, Sharing Partner will work with the Veterans Garden and the Compensated Work Therapy Program (CWT) on Mission related programs.

The Veteran population participating in clinical activities provided to RSABG should always consist of anywhere between four (4) to twelve (12) Veterans referred directly from the CWT program. These Veterans will receive monetary benefits for their participation in CWT activities with RSABG. RSABG will reimburse the CWT program for the monetary benefits to the Veterans.

RSABG will also oversee the administration and financial management of the Veterans Garden to include but not limited to timecards, scheduling, training, bookkeeping, flower and plant sales and delivery.

Utilities:

Sharing Partner will reimburse to GLAHS, on a quarterly basis, the cost of any utilities used by Sharing Partner during their use of the shared property over and above the normal costs of operation of the Veterans Garden during the contract term. See Attachment 'A', Pg. 6, Paragraph 6, "Operating Costs/Maintenance/Utilities" for details.

Repairs/Maintenance:

Sharing Partner will reimburse the GLAHS, on a quarterly basis, the costs of any repairs or maintenance provided by GLAHS during the Sharing Partner's use of the shared property over and above normal costs of operation of the Veterans Garden during the Contract term. GLAHS will give timely notification to Sharing Partner of any observed damages not including normal wear and tear.

Attachment 'C'
Parking Area Designation/Availability
VA West Los Angeles Healthcare System

<u>Site Location</u>	<u>Spaces</u>	<u>Availability</u>
Parking Lot Adjacent to the Veterans Garden	Approx. 20	All hours of operation except 'Farmer's Market' day –Thursdays 12n-8pm
<u>Parking Lot #P15</u>	Approx. 100-150	Thursdays, 12n-8pm
At the southeastern corner of Jackie Robinson Stadium. North Of Constitution Ave., west of Davis Ave. South of Vets Garden. Entrance on Constitution.		
<u>Additional Parking</u>	Approx. 30-50	All hours of operation Including Thursdays, 12n-8pm
"Unrestricted parking spaces along the curb on the north and south side of Constitution Ave. between the freeway Overpass just west of Sepulveda Bl. and east of Davis Ave.		

Note: Vehicular parking only; single short-term use permitted only during times noted above.

ATTACHMENT D
00-10A-078-03
July 2009

WEST LOS ANGELES HEALTHCARE CENTER, SITE
SPECIFIC

1) GENERAL PARKING, NORTH OF WILSHIRE:

A. The following have been designated as employee parking lots: 7, 9, 10, 16, 17, 19, 20, 21, 27, 28, 38, 48 & 49.

B. Street parking prohibited except:

1) Loading and unloading in front of Buildings 256, 257 & 210 where it is posted Government parking. This area will be open parking from 4:30 pm to 6:30 am. All other times will be for "Government Vehicle" parking only. Exception: All parking behind Buildings 300 loading dock areas will be enforced at all times.

2) Vandergrift Avenue and Bonsall Avenue: Parking will be allowed between the hours of 4:30pm and 8:00am Monday through Friday, and all day Saturdays, Sundays and holidays.

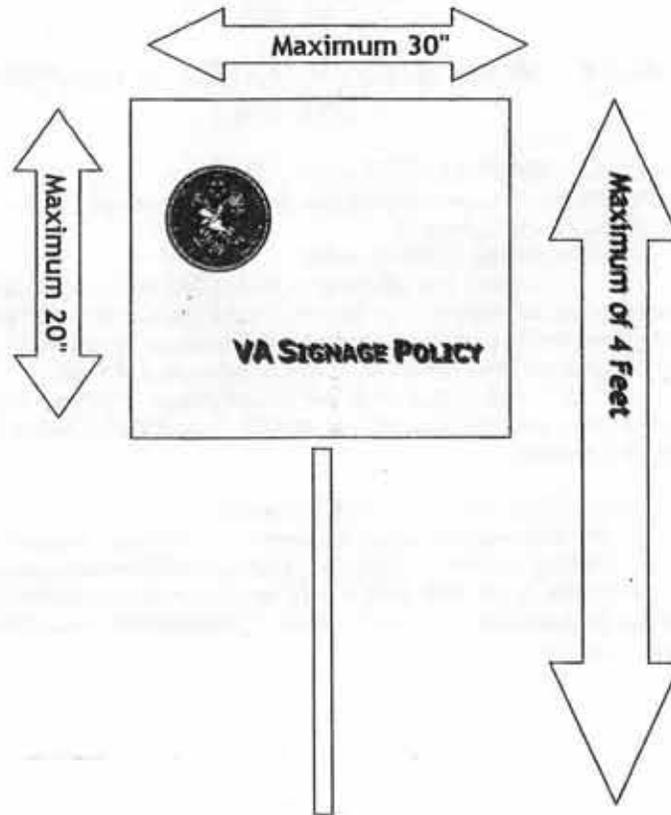
2) GENERAL PARKING, SOUTH OF WILSHIRE:

A. The following have been designated as employee parking lots: 2, 3, 6 and 6A

B. Parking lots 42 & 43: Employee parking prohibited during the hours of 8:00am to 3:00pm. Swing shift and graveyard personnel are authorized to park in these lots in non-designated stalls during the period of 3:00 pm to 8:00 am, and all day Saturdays, Sundays and holidays.

Attachment "E"

Sign Posting for Special Events



Signage indicating events or directions shall be constructed of 20" X 30" foam core or poster board mounted on four (4) foot wooden or metal stakes using staples, nails or ties, (nylon or wire twist).

Banners shall be 60" x 204".

Event signage shall flank any existing DVA sign by at least 24 inches. Never place event signage in front of any existing DVA signs! NEVER ATTACH SIGNS TO VA FENCING!

Attachment "F"

VA GREATER LOS ANGELES
HEALTHCARE SYSTEM



A Division of VA Desert Pacific
Healthcare Network

GLA POLICY

MAY 2004

00-10A-07B-03

MOTOR VEHICLE TRAFFIC AND PARKING POLICY

1. **PURPOSE:** The purpose of this policy is to establish a policy governing parking, traffic control and regulations on VA Greater Los Angeles Healthcare System (GLA) grounds.
2. **POLICY:** It is the policy of GLA to provide parking space for patients, visitors, volunteers, and employees within the criteria established by the Department of Veteran Affairs (VA) and consistent with the mission of GLA. Also, it is the policy to establish control and traffic regulations applicable to motor vehicles operated on GLA property. All motor vehicles operated on GLA property must comply with all posted regulations and this Policy. Motor vehicles owned and operated by VA employees on GLA grounds must be registered with the VA Police Service within 24 hours after reporting for duty. The VA is not responsible for damage, theft, etc., to automobiles parked on the grounds. To encourage carpooling as part of a national effort in energy conservation, and the most effective use of motor vehicles, GLA has provided a number of parking areas specifically designated for carpool parking. Operators of all vehicles on the grounds will drive their vehicles in such a manner as to protect all persons and property from damage.
3. **DEFINITIONS:**
 1. Proprietary jurisdiction is the term applied in those instances wherein the Federal Government has acquired some right or title in an area in a State, but has not obtained any measure of the State's authority over the area. In this instance, the State has sole criminal jurisdiction except for all violations of Federal statutes. GLA Community Based Outpatient Clinics fall under proprietary jurisdiction.
 2. Concurrent jurisdiction is the term applied in those instances wherein the Federal Government has acquired some right or title in an area in a State, and the State has reserved to itself the right to jointly exercise authority with the Federal Government. Specific circumstances of each case and local arrangements determine which entity enforces the law. West Los Angeles Healthcare Center, Los Angeles Ambulatory Care Center, and Sepulveda Ambulatory Care Center and Nursing Home fall under concurrent jurisdiction.

4. RESPONSIBILITIES:

A. Chief, VA Police Service:

- (1) Develop traffic, parking control and vehicle registration system for the facility. The VA Police will issue vehicle registration decals and enforce traffic and parking regulations.
- (2) Will ensure roadways and parking areas are posted with signs clearly designating speed limits, time limits, reserved/restricted spaces, and enforcement methods in use.

B. Associate Director, Primary and Ambulatory Care Service will instruct prospective inpatients to the Nursing Home Care Unit and Inpatient Care Wards that there is no on station long-term parking. If, at any time, a patient must leave his/her vehicle overnight on the grounds during his/her stay at the facility, or subsequent transfer to another VA facility, the patient may be advised to park the vehicle in a specific parking lot. VA Police may assist in moving the vehicle to that lot. In the event of a scheduled transfer to another DVA facility, every effort will be made to have the patient relocate the vehicle to the receiving facility or off VA property.

C. Chief, Human Resources Management (HR) will inform new employees where and how to register their vehicles(s).

D. Directors of their respective facilities, with the assistance of the Chief, VA Police Service, will ensure compliance with this policy to the extent it is applicable to that facility.

E. Department Chiefs will encourage employees to register their vehicles with the VA Police and display the decal in conformance with policy and will ensure their employees are familiar with the requirements of this policy.

F. Employees shall conform to the posted restrictive signs on the grounds and to the regulations (VAR 1.218) posted in the lobbies of all main facility buildings.

G. Employee Ridesharing Committee Chairperson will maintain a list of rideshare employees and will issue car/van pool decals accordingly.

5. PROCEDURES:

A. ENFORCEMENT:

- (1) The VA Police is empowered to enforce State and Federal laws, and applicable DVA Regulations, CFR 1.218, concerning the operation and parking of motor vehicles on government property.

- (2) Except for parking of vehicles in designated fire lanes, emergency vehicle areas and other essential lanes, a "Courtesy Violation Notice" (if vehicle is registered with GLA) will be issued for the first and second offense within a one-year period which conforms to the AFGE Union Agreement. Unregistered vehicles are not protected by this (AFGE Union) clause, and the Police Officer's discretion will prevail. A "U.S. District Court Violation Notice" will be issued for third and subsequent offenses, with appropriate fines.
- (3) Information relevant to the issuance of courtesy citations will be forwarded to the appropriate Department for their action.
- (4) Counseling letters may be issued through Department Chiefs for their employees who violate traffic and parking regulations.
- (5) Persons failing to comply with verbal instructions given by a VA Police Officer will be subject to issuance of a "U.S. District Court Violation Notice".
- (6) Any person receiving a "Courtesy Violation Notice" or a "U.S. District Court Violation Notice" is required to comply with the instructions contained on the citation, at the time of issuance.
- (7) Specific traffic offenses committed at GLA facilities that require mandatory appearances before the U.S. Magistrate are subject to legal enforcement as prescribed by law.
- (8) Any other violation of posted parking restrictions or moving violations, in contradiction with the GLA Policy, as provided in the enabling legislation passed by the Congress of the United States and signed by the President, will result in the issuance of a "U.S. District Court Violation Notice".
- (9) All vehicles parked illegally, or for more than 24 hours on GLA grounds, are subject to removal by towing and all costs will be the responsibility of the owner or driver of the motor vehicle.
- (10) The enforcement of parking regulations will be consistent.

B. REGISTRATION:

- (1) All privately owned motor vehicles and motorcycles belonging to GLA personnel, and to persons occupying consulting positions within GLA, will be registered through the DVA Police Service.
- (2) Request for cardkeys and/or decals for personnel authorized for consideration of restricted area(s) will be submitted by memorandum, through their respective Department Chief, to the Chief of Police for recommended

approval or disapproval.

- (3) Changes in vehicles or license plates require re-registration with VA Police Service.
- (4) GLA decals are the property of GLA. Return of decal and cardkey is required prior to termination of employment when clearing from GLA.
- (5) HR is responsible for providing new employees with instructions and procedures for registering their vehicle(s) and directions to the different parking locations for employees.
- (6) Registration is accomplished by completing VA Form 10-6196, Privately Owned Motor Vehicle Registration, with VA Police during normal administrative hours.

C. SITE SPECIFIC PARKING: Site specific parking regulations will be included in Attachment A for the West Los Angeles Healthcare Center and Attachment B for Sepulveda Ambulatory Care Center.

D. POSTED AREAS (HANDICAP, GOVERNMENT VEHICLES AND DIALYSIS):

- (1) Unauthorized parking in posted areas is prohibited. Unauthorized employees in these areas will be subject to appropriate citations.
- (2) Repeat violators of established parking policy may be denied the privilege of having a vehicle on the grounds or vehicles may be towed by private contractor and stored at the owner's expense.

E. REGULATIONS:

- (1) Temporary permits shall be issued by the Chief, VA Police Service or designee, not to exceed one (1) day, to those who have extenuating circumstances and are issued on a case-by-case basis.
- (2) Parking is permitted in designated parking lots only. Parking in roadways, fire lanes, ambulance entrances, crosswalks, yellow and red-curbed areas, grassy areas, receiving/delivery/loading areas, etc., is prohibited. Only a VA Police Officer has the authority to park a motor vehicle in these areas.
- (3) Motor vehicles operated on GLA grounds must have a current valid state registration and license plates.
- (4) Drivers operating motor vehicles or bicycles on Government property are responsible for operating in a safe manner and observing the GLA traffic regulations and the "Rules of the Road", State of California motor vehicle

(5) laws.

(6) All unattended motor vehicles and bicycles on this property must be locked.

F. ACCIDENTS:

(1) All accidents involving motor vehicles operated on GLA grounds, whether with other vehicles, pedestrians, or Government property, will be reported immediately to the VA Police Service.

(2) The VA assumes no responsibility for accidents occurring on Medical Center grounds between privately owned motor vehicles; however, such accidents should be reported to the VA Police Service.

G. CARPOOL:

(1) A carpool consists of two (2) or more GLA employees who work a similar tour of duty, and ride together at least three (3) to five (5) consecutive days each week (approved leave excluded). All carpool requests must be approved by the Chief, VA Police Service or by his/her designee.

(2) Employees, once authorized to participate in the carpool program, must obtain from the VA Police Service, a special decal that must be displayed on the vehicle. Employee(s) must also possess and display on the vehicle the required GLA vehicle decal.

(3) The employees are required to complete the carpool registration forms annually. These forms may be obtained through the carpool coordinator, located at the VA Police Service office.

(4) The driver will provide a listing of all employees (two or more) who are a part of that particular carpool group, including the number of vehicles to be used to carpool.

(5) The Chief, VA Police Service or designee will determine when the parking space is no longer needed.

(6) If all the carpool participants are absent, the driver must park in the regular employees' parking lot.

(7) Carpool parking at Los Angeles Ambulatory Care Center will be addressed in Attachment C.

H. HANDICAP PARKING:

- (1) Handicapped persons are defined as those so severely handicapped as to require parking in areas to afford barrier free paths to treatment facilities or the employees' work locations. Employees eligible for "temporary" reserved handicap parking include:
 - (a) Those confined to wheelchairs.
 - (b) Single or double-lower limb amputees.
 - (c) Those with lower limb impairments, which require the use of assist or devices for ambulation.
 - (d) Those with medical conditions that severely restrict ambulation.
- (2) Any handicapped employee (as defined in paragraphs 1, a, b, c, and d above, who desires reserved parking privileges in a handicap area must meet all required criteria, along with a medical justification from their attending physician. They must then present themselves to the VA Police Service and, if approved, a temporary permit for thirty (30) days will be authorized. If the disability should continue past thirty (30) days, it is incumbent upon the employee to apply for a State of California Handicap placard.
- (3) Handicapped parking spaces will be allocated according to VHA Headquarters mandates and will be located closest to treatment areas and employees' work sites accordingly. Under state law, handicapped parking spaces cannot be reserved for a specific category of person, (i.e., employee). Handicapped placards must be predominately displayed within the vehicle.

I. CONTRACTORS/SUBCONTRACTORS:

- (1) It is the responsibility of all contractors and subcontractors to comply with parking regulations and direct orders from VA Police Officers in their duties of directing traffic. Failure to comply could lead to citations and the loss of parking privileges.
- (2) The contractor and subcontractor are issued a "Temporary Parking Authorization" permit from Engineering. This authorization is signed by the Chief, Police Service and expires when the job is completed.
- (3) The "Temporary Parking Authorization" permit must be mounted on the front dashboard of the contractor/subcontractor's vehicle. The expiration date is noted on the permit.

RSABG
ESA # V691S-5307
Pg. 19 of 19

7. **RESCISSION:**

Corporate Policy 00-10A-132-03, dated December 1999, VA Greater Los Angeles
Healthcare System

II.C.
SODEXO MARRIOT LAUNDRY
SERVICES, INC.

II.C.1.
PROPOSAL DOCUMENTS

**PROPOSAL FOR SHARING VA SERVICES
UNDER ENHANCED SHARING AUTHORITY**

Under the authority of 38 USC 8153, Expanded Sharing Authority, Veteran Health Care Eligibility Reform Act of 1996, West Los Angeles VA Healthcare Center (691) proposes to enter into an agreement to share health care resources as described below.

VISN: 22 VAMC 691

HEALTH CARE RESOURCES TO BE SHARED:

Use of Building 224, Textile Processing Building.

PROPOSED SHARING PARTNERS:

Western State Design, 25616 Nickel Place, Hayward, CA. 94545.

PURPOSE OF SHARING:

Western State Design would like to use Bldg. 224 for processing hospitality linen.

DESCRIPTION OF PROGRAM:

Western State Design would be responsible for the entire operation, including maintenance and utilities for the Building. They would own and operate the laundry equipment in the building for the sole purpose of processing hospitality linen.

ASSESSMENT OF LOCAL MARKET CONDITIONS

Western State Design has rights to the equipment in the building and would be the only reasonable tenant.

ASSESSMENT OF THE IMPACT ON THE MEDICAL CENTER OF SELLING THE SERVICES:

There would be no adverse impact on Veteran Services.

HOW WILL THE PROGRAM ENHANCE SERVICES TO VETERANS?

Income generated by this sharing agreement will be used to support WLAVAMC medical care for veterans. Veterans would also have access to use of the park.

99 OCT -5 PM 3:45

NETWORK
BUSINESS
CENTER

Page 2 Enhanced Sharing Agreement – Western State Design

IMPACT OF THE DECISION TO SELL THESE SERVICES ON THE VISN/STRATEGIC PLAN:

Development of sharing agreements to sell "excess capacity" supports VISN 22 priorities to develop new revenue streams for VA facilities and is consistent with the VA's "30-20-10" goals for 2002.

Recommend Approval Disapproval


J. Fitzgerald, Jr.
Director, Facilities Management

Recommend Approval/Disapproval


Lynn Garrison
VP Administration &
Clinical Support Services

Approved/~~Disapproved~~


Philip P. Thomas
Chief Executive Officer

99 OCT -5 PM 3:45
NETWORK
BUSINESS
CENTER

II.C.2.
AGENCY REVIEW DOCUMENTS

Department of Memorandum Veterans Affairs

DATE: March 9, 2000

FROM: Chief, Construction Contracting (NBC/CC)

SUBJ: Authorization for Enhanced Health Care Resources Sharing Authority - Selling

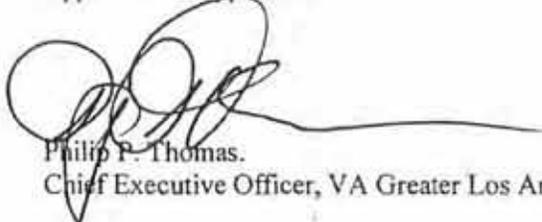
TO: Chief Executive Officer, VA Greater Los Angeles Healthcare System (691)

1. The purpose of this memorandum is to request authorization for Enhanced Health Care Resources Sharing Authority-Selling for Western States Design to use Building 224 (Old Laundry Building). The revenue that will be generated under this agreement is \$8,000 per month (starting rate).
2. This acquisition will conform to all requirements of Section 301 of Public Law 104-262, Title 38 U.S.C. Section 8153, and VHA Directive 97-015 dated March 12, 1997.
3. Your approval will act as certification indicating that specific determination is made that: (1) That veterans will receive priority for services under such an agreement and (2) 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. The conditions listed above have been met and are a sound business decision in the best interest of the Government and are a community benefit.



Ralph Tillman

Approved/~~Disapproved~~



Philip P. Thomas
Chief Executive Officer, VA Greater Los Angeles Healthcare System

Wilson, Jon

From: Happy, Brian J.
Sent: Friday, February 04, 2000 1:00 PM
To: Wilson, Jon
Subject: FW: Use of Textile Plant Facility

-----Original Message-----

From: Happy, Brian J.
Sent: Wednesday, September 01, 1999 1:12 PM
To: Walters, Karen; Tyler, Ken; Grabelle, Paul
Cc: Warren, Wayne L; Fitzgerald, John E.
Subject: RE: Use of Textile Plant Facility

Karen, thanks. I will consider this concept approval. We will work with Ken on his issues.

-----Original Message-----

From: **Walters, Karen**
Sent: Wednesday, September 01, 1999 4:30 AM
To: Happy, Brian J.; Tyler, Ken; Grabelle, Paul
Cc: Warren, Wayne L; Fitzgerald, John E.
Subject: RE: Use of Textile Plant Facility

The concept of selling use of the space is OK. We do not endorse pricing based on some percent of sales or savings or what ever. Approval also is contingent on Ken's satisfaction with the answers to the questions he raised

-----Original Message-----

From: Happy, Brian J.
Sent: Tuesday, August 31, 1999 5:14 PM
To: Happy, Brian J.; Walters, Karen; Tyler, Ken; Grabelle, Paul
Cc: Warren, Wayne L; Fitzgerald, John E.
Subject: RE: Use of Textile Plant Facility

Karen, the CEO has approved this request. What we are asking for now is concept approval from the Rapid Response team. Ken's questions will be addressed by Facility Management before the statement of work is prepared. I noticed the Ken recommended for us to proceed immediately. I will FAX you the approved Concept approval.

-----Original Message-----

From: **Happy, Brian J.**
Sent: Sunday, August 15, 1999 5:20 PM
To: Walters, Karen; Tyler, Ken; Grabelle, Paul
Cc: Warren, Wayne L
Subject: RE: Use of Textile Plant Facility

Karen, I'll respond when the Concept Approval request is approved by the CEO. Should be within the next week or two. Also Ken is correct - Bldg. 224.

-----Original Message-----

From: **Walters, Karen**
Sent: Wednesday, August 11, 1999 8:14 AM
To: Happy, Brian J.; Tyler, Ken; Grabelle, Paul
Cc: Warren, Wayne L
Subject: RE: Use of Textile Plant Facility

Wilson, Jon

From: Link, Kenneth
Sent: Tuesday, February 22, 2000 11:12 AM
To: Wilson, Jon
Subject: RE: Potential Enhanced Sharing Agreement - "Old Laundry" Facility - WLA

yes

-----Original Message-----

From: Wilson, Jon
Sent: Tuesday, February 22, 2000 2:09 PM
To: Link, Kenneth
Subject: RE: Potential Enhanced Sharing Agreement - "Old Laundry" Facility - WLA

Thank you.

Per our discussion, it is okay for me to send the final agreement (today) to the Sharing Partner for review and execution.

Jon M Wilson

Contract Specialist
Telephone: (562) [REDACTED]
Pager: (949) [REDACTED]
Facsimile: (562) 494-5828

-----Original Message-----

From: Link, Kenneth
Sent: Tuesday, February 22, 2000 10:19 AM
To: Wilson, Jon
Subject: RE: Potential Enhanced Sharing Agreement - "Old Laundry" Facility - WLA

do not expect any change. expect it to take another two weeks.

-----Original Message-----

From: Wilson, Jon
Sent: Tuesday, February 22, 2000 1:12 PM
To: Link, Kenneth
Subject: RE: Potential Enhanced Sharing Agreement - "Old Laundry" Facility - WLA

Ken,

Do we have any additional information regarding the GC review on this one? The Sharing Partner is calling for a status and I would like to be able to tell them something.

Thanks,

Jon M Wilson

Contract Specialist
Telephone: (562) [REDACTED]
Pager: (949) [REDACTED]

**II.C.3.
EXECUTED AGREEMENT**

**Network Business Center
VA Long Beach Healthcare System
Enhanced Health Care Resources Sharing Agreement**

1. **Sharing Agreement:** This Contract (V691S-203) is a Sharing Agreement pursuant to Title 38, U.S.C. Section 8153.

This Contract provides for the use of **VA Greater Los Angeles Healthcare System, West Los Angeles** building space, land use and/or other resources, as specified in subparagraph 1B below. The terms of the Contract are as follows:

- A. **Parties:** Western States Design, (hereinafter "Sharing Partner") and VA Greater Los Angeles Healthcare System, West Los Angeles, (hereinafter DVA or VAGLAHSLWA).

- B. **Resources to be shared:** See Attachment "A"
Attachments A, B, C, D, E, F, G, H, I and J are made part of this agreement by reference.

- C. **Period of Performance:** Initial Term of 10 years commencing on 3/17/00 and ending on 3/17/10 and one (1) five (5) year option. Sharing Partner may submit a written request for extension no more than 120 days and no less than 90 days prior to the expiration date. DVA must notify Sharing Partner of the DVA's intention not to exercise the renewal option no less than 60 days prior to the expiration date.

- D. **Pricing and Payment Terms:** As mutually negotiated and agreed
See Attachment "B" for fee details

- E. **Payment:** All Rent monies shall be due and payable on 1st of each month, considered late if not received by the close of business on the 10th of each month. All Revenue Sharing monies shall be paid in arrears, due on the 1st of each month and will be considered late if not received by the close of business on the 10th of each month. The Sharing Partner shall make all payments (user fees) payable Department of Veterans Affairs and shall submit said payment and/or fee as mutually negotiated and agreed following full execution of this Contract. Payment(s) shall be in the form of a certified or cashier's check, bank draft, US Post Office money order or US currency and delivered to:

Department of Veterans Affairs (-or-)
Building 500, Room 1406
Attention: Agent Cashier
11301 Wilshire Blvd.
West Los Angeles, CA 90073

Department of Veterans Affairs
P.O. Box 240072
Los Angeles, CA 90024-9172

- F. **Authorization to Act on Behalf of the VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES:** The Contracting Officer (hereinafter: "CO") is the only Government official who shall be authorized to handle contractual matters involving changes, direction, work, and money. The CO shall give all direction for these areas. Nothing is to be decided without consultation with the CO.

- G. Restriction:** The DVA prohibits the use of VA property for the purpose of carnivals (i.e., amusement rides of any kind and animal displays/acts). The DVA prohibits the parking of vehicles on grass and tree areas of the grounds, unless prior approval of the DVA has been obtained and such approval is incorporated into this Contract. The DVA prohibits the carrying of firearms by any person(s) employed or hired by the Sharing Partner, other than duly sworn law enforcement personnel such as LAPD or LA County Sheriff. No explosive devices, smokescreens, etc. will be permitted on Government property. No tobacco smoking is permitted in Government buildings. Photography within patient areas or of patients is strictly prohibited. There will be no disruption of Medical Center operations. Courtesy to patients, visitors and employees is MANDATORY.
- H. Security:** The DVA shall provide security, and may patrol the performance area. Should other security arrangements be necessary, this Contract will specify such arrangements. Random inspections by the Contracting Officer, the Contracting Officer's Technical Representative (COTR) or VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES Security Police may be conducted during the period of performance.
- I. Insurance:** The Sharing Partner shall provide a minimum of \$1,000,000.00 (One Million Dollars) Liability Insurance prior to commencement of performance, and such insurance will be effective throughout period of performance. Proof of such insurance shall be hand-delivered or mailed to the Contracting Officer prior to commencement of performance of this Contract.
- J. Sharing Partner will ensure performance area(s) is/are restored to pre-existing conditions (fair wear and/or tear excepted) at expiration of performance. The Sharing Partner shall be responsible for all damages to VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES property caused by their negligence, etc. and any repairs, if necessary, will be at the expense of Sharing Partner.**
2. General terms and conditions shall be as follows:
- a. **Relationship:** The relationship of the parties is not and shall not be construed or interpreted to be partnership, joint venture, or agency. The relationship of the parties shall be an independent contractor relationship.
- b. **Termination:** Either party may terminate this Contract for Cause or by decree of Public Law by giving at least sixty (60) days prior written notice. In the event of termination, the Sharing Partner shall be responsible for payment for all services rendered VA Greater Los Angeles Healthcare System, West Los Angeles, prior to the effective date of termination. In the event that this termination clause is exercised, each party will bear their own costs associated with the termination and will not seek damages or compensation from the other party caused by the termination.

Termination for Cause: The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Sharing Partner, or if the Sharing Partner fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Sharing Partner for any amount for supplies or services not accepted, and the Sharing partner shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed as termination for convenience.

The DVA reserves the right to unilaterally terminate this agreement immediately if the Sharing Partner has caused Government owned Assets or the public to be endangered.

- c. **Modification:** This Contract may need to be modified during the term. All modifications shall be in writing and, except for termination, have the written consent of both parties.
- d. **Governing Law:** This Contract shall be governed, construed, and enforced in accordance with Federal law.
- e. **Contractor Disputes:** All disputes arising under or relating to this Contract shall be resolved in accordance with this clause
1. As used herein, "controversy or claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising or relating to the contract.
 2. Any controversy or claim arising out of or relating to this Contract on behalf of the Sharing Partner shall be presented initially to the CO for consideration. The CO shall furnish a written reply on the claim to the Sharing Partner.
 3. In the event the parties cannot amicably resolve the matter, any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration at the DVA Board of Contract Appeals in accordance with procedures set forth in the Alternative Disputes Resolution Act of 1996, and judgement upon any award rendered by the Arbitrator(s) may be entered into any court having jurisdiction thereof.
- f. **Use of the VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES's Name (Advertising):** Sharing Partner shall not use any marketing material, logo, trade name, service mark, or other materials belonging to DVA, directly or indirectly, in any form of advertising without the written consent of the DVA. (Endorsements (advertising) subject to 5 C.F.R. 2635.702)
- g. **Indemnification:** Sharing Partner shall hold harmless and indemnify VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES from any and all claims, losses, damages, liabilities, costs, expenses, or obligations arising out of or resulting from Sharing Partner's wrongful or negligent conduct in the performance of this Contract.

- h. **Independent Contractor:** VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES is an independent contractor with respect to the services performed under this Contract. Nothing contained herein shall be construed as an employment relationship or partnership between VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES and Sharing Partner.
- i. **Notification:** All legal notices to be given by either party to the other shall be made in writing by hand delivery or by registered or certified mail, return receipt requested or by other method reasonably capable of proof of receipt thereof and addressed to the attention of:

VAMC Contact Person

Jon M Wilson, Contracting Officer
Network Business Center
Construction Contracting Section (NBC/CC)
5901 East Seventh Street, Building 149
Long Beach, CA 90822
Telephone: (562) [REDACTED]
Facsimile: (562) 494-5828

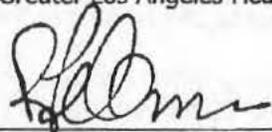
Sharing Partner

Mr. Dennis Mack
Western States Design
25616 Nickel Place
Hayward, CA 94545
Telephone: (510) [REDACTED]
Facsimile:
Tax I.D. Number: [REDACTED]

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date(s) indicated below.

United States of America
Department of Veterans Affairs
VA Greater Los Angeles Healthcare System, W LA

By



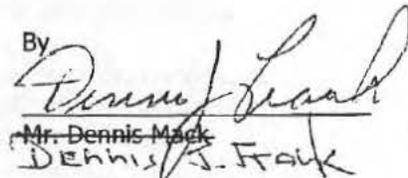
Ralph D. Tillman
Chief, Construction Contracting
Network Business Center

Date

3/1/00

Sharing Partner

By



Mr. Dennis Mack
Dennis J. Frank
Western State Design

Date

March 1, 2000

Attachment Schedule

Attachment A	Shared Resources
Attachment B	Fee Schedule
Attachment C	DVA Signage Policy
Attachment D	Equipment Inventory
Attachment E	Motor Vehicle Traffic & Parking Policy
Attachment F	Additional Clauses
Attachment G	Equal Opportunity
Attachment H	Liability Information
Attachment I	Disputes
Attachment J	Prohibited Hazardous Materials

Attachment "A"

Resources to be shared:

Building 224, Textile Processing Building
Water Softening Unit adjacent to Building 224

Place of Contract Performance:

Location Number 1: Building 224

Time of Performance:

The Sharing Partner may operate the facility 24 hours a day, 7 days a week.

Purpose:

Sharing Partner shall be responsible for the entire operation, including maintenance and utilities for the Shared Building (224). The Sharing Partner shall operate the laundry equipment in the building for the primary purpose of processing hospitality linen but may, with DVA written approval, process linens that are for "other than" hospitality purposes.

Access:

The Sharing Partner shall key the premises and provide a master key to the DVA Security Department. Sharing Partner shall be held liable for all DVA provided equipment that is not properly maintained, damaged due to misuse/abuse, or lost/stolen due to Sharing Partner negligence.

Miscellaneous:

The Sharing Partner shall at all times act in good faith and in the best interests of the DVA, use its best efforts and exercise all due care and sound business judgement in performing its duties under this agreement. Sharing Partner shall at all times comply with DVA policies, procedures and directives, which are incorporated by reference and made part of this agreement.

In the event that the Sharing Partner posts directional signs, the Sharing Partner shall comply with the DVA signage policy, (Attachment "C").

Sharing Partner shall be responsible for the care and maintenance of the exterior grounds and landscaping around the Shared Building. Grounds shall be cared for in a manner similar to the surrounding landscape.

Sharing Partner shall take the Building in an "as-is" condition and any renovations done to the building must be approved in writing prior to renovations taking place and in a manner in accordance with DVA standards. Sharing Partner shall provide DVA with Construction/Renovation Contractor qualifications for review and approval PRIOR to any/all renovations being performed.

Sharing Partner shall have access to the "Water Softener Unit" adjacent to Building 264 and accept it in "as-is" condition.

Sharing Partner shall not dispose of any materials on Attachment "J", "Hazardous Materials", without prior written permission from the DVA. Sharing Partner shall submit to DVA any Material Safety Data Sheet (MSDS) information along with the written request to dispose of said materials.

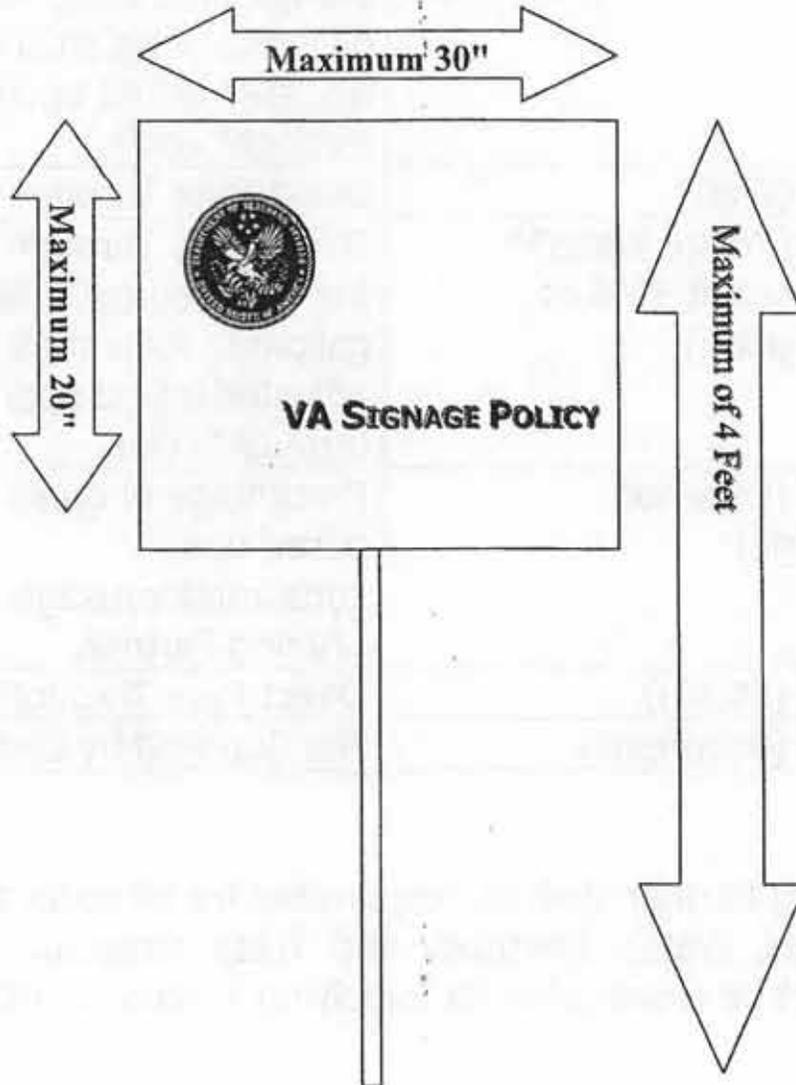
Attachment "B" Fee Schedule

Line Item	Fee
Building 224	
Rents for Months 0 – 24	\$8,000/month (no CPI Adjustment)
Rents for Months 25 – 36	\$9,000/month (with a maximum CPI Adjustment of 3%).
Rents for Months 37 – 120	\$10,250/month (with a maximum Annual CPI Adjustment of 3%.
Rents for Months 121 – 180 (Option Period, if exercised)	\$10,250/month (with a maximum Annual CPI Adjustment of 3%.
Adjacent Water Softener Unit	\$500.00 "as – is" condition. If the Water Softener/pumps fail, is shall be the responsibility of the Sharing Partner to replace or repair the unit at no cost to the Government. The Building Enclosure for the Water Softener/pumps shall be maintained by the Sharing Partner according to the Terms and Conditions of this Agreement.
Utilities (Electricity)*	Direct Pass Through

Utilities (Water)*	Direct Pass Through - \$1.23 per hundred cubic feet (748 gallons). Rate shall be adjusted based upon "pass through" costs.
Utilities (Gas)*	Direct Pass Through
Utilities (Waste Water)* (Calculated at 50% of Consumption)	Direct Pass Through - \$2.53 per hundred cubic feet (748 gallons). Rate shall be adjusted based upon "pass through" costs.
Utilities (Hyperion Surcharge)*	Percentage of gross bill based upon consumption/usage of Sharing Partner.
Utilities (Steam)	Direct Pass Through
Utilities (telephone)	Not Supplied by DVA

*Sharing Partner shall be responsible for all costs associated with Gas, Water, Electricity and Trash removal. The DVA shall not be responsible for supplying Telephone utilities.

Attachment C Sign Posting for Special Events



Signage indicating events or directions will be constructed of 20" X 30" foam core or poster board mounted on four (4) foot wooden or metal stakes using staples, nails or ties, (nylon or wire twist).

Event signage will flank any existing DVA sign by at least 24 inches.

Never place event signage ON or in front of any existing DVA signs!

Attachment "D"
Equipment Inventory*

Item	Condition

*At commencement of this Agreement, the DVA and Sharing Partner shall mutually establish an inventory and condition report of all DVA provided equipment. DVA provided equipment is defined as "real property" and any/all improvements to said property that cannot be removed without causing damage to the premises.

Attachment "E"

Motor Vehicle Traffic and Parking Policy

The Sharing Partner and potential Stadium users shall ensure adherence to the following motor vehicle and parking policy.

- 1). Purpose: To establish regulations governing the operation of motor vehicles on Medical Center property, and parking "privileges".
- 2). Policy: All motor vehicles operated on Medical Center property must comply with all posted regulations and this policy. The DVA is not responsible for damage, theft, etc., to automobiles parked on the grounds.
- 3). Responsibility: It is the responsibility of all employees, students, volunteers, WOC, consultants, Sharing Partners and others to comply with parking regulations and direct orders from Medical Center police officers in their duties of directing traffic. Failure to comply could lead to citations, loss of parking privileges, and/or disciplinary action. It is the responsibility of the Chief of Police and Security Department to see that parking regulations are enforced. It is the responsibility of all supervisors to assist by counseling employees who violate parking regulations.
- 4). Procedures:
 - a. Enforcement:
 1. The Department of Veterans Affairs Medical Center Police are empowered to enforce State and Federal laws, and applicable DVA regulations, CFR 1.1218, concerning the operation and parking of motor vehicles on government property.
 2. A "Warning Violation Notice" will be issued for the first two parking violation offenses (exceptions: parked in roadways, fire lanes, ambulance entrances, or other posted emergency areas). A "U.S. District Court Violation Notice" will be issued for third and subsequent offenses, with appropriate fines.
 3. Information relevant to the issuance of courtesy citations will be forwarded to the appropriate Service for their action.
 4. Persons failing to comply with verbal instructions given by a Medical Center Police Officer will be subject to issuance of a "U.S. District Court Violation Notice."

5. Any person receiving a "Warning Violation Notice" or a "U.S. District Court Violation Notice" is required to comply with the instructions contained on the citation, at the time of issuance.
6. Specific traffic offenses committed at this health care facility, which require mandatory appearances before the U.S. Magistrate, are subject to legal enforcement as prescribed by law.
7. Any other violation of posted parking restrictions or moving violations, that are in contradiction with the Medical Center Policy as provided in the enabling legislation passed by the Congress of the United States, and signed by the President, will result in the issuance of a "U.S. District Court Standardized Violation Notice".
8. All vehicles parked illegally, or for more than 24 hours on the Medical Center grounds, are subject to removal by towing; all costs of which are the responsibility of the owner or driver of the motor vehicle.

b. Registration:

1. All privately owned motor vehicles and motorcycles belonging to the Medical Center personnel, and to persons occupying consulting positions within the Medical Center, will be registered through the Medical Center Police and Security Department.

Motor Vehicle Traffic and Parking Policy Continued:

c. General Parking, North of Wilshire:

1. Lots 7,9,16,17,20,22,23,25,26,28,35,39 and 40 have been designated as employee parking lots.
2. Street parking prohibited except:
 - a. Loading and unloading in front of Buildings 256, 257, and 210, loading dock area of Building 500, where it is posted Government parking. This area will be open parking from 3:00pm - 6:30am. All other times will be for "Government Vehicle" parking only.
 - b. Exception: All parking behind Buildings 300 and 500 loading dock areas will be enforced at all times.
 - c. Vandegrift Avenue and Bonsall Avenue: Parking will be allowed between the hours of 3:00pm and 8:00am, Monday through Friday, and all day Saturday, Sunday, and Holidays.

d. General Parking, South of Wilshire:

1. Lots 2,3,6 and 6A have been designated as employee parking lots.
 2. Parking lots 42 and 43: Employee parking prohibited during the hours of 8:00am and 3:00pm. Swing shift and graveyard personnel are authorized to park in these lots in non-designated stalls during the period of 3:00pm and 8:00am, and all day Saturdays, Sundays, and Holidays.
- e. Posted Areas (Handicap, Government Vehicles, Dialysis):
1. Unauthorized parking in posted areas is prohibited. Unauthorized employees in these areas will be subject to appropriate citations.
 2. Repeat violators of established parking policy may be denied the privilege of having a vehicle on the grounds or vehicles may be towed by private contractor and stored at the owner's expense.

Motor Vehicle Traffic and Parking Policy Continued:

f. Regulations:

1. Parking is permitted in designated parking lots only. Parking in roadways, fire lanes, ambulance entrances, crosswalks, yellow and red curbed areas, grassy areas, receiving/delivery/loading areas, etc., is prohibited. Only a VA Police Officer has the authority to park a motor vehicle in these areas.
2. Motor vehicles operated on Medical Center grounds must have a current valid state registration and numberplates.
3. Drivers operating motor vehicles or bicycles on Government property are responsible for operating in a safe manner and observing the Medical Center traffic regulations and the "Rules of the Road", State of California motor vehicle laws.
4. All unattended motor vehicles and bicycles on this property must be locked.

g. Accidents:

1. All accidents involving motor vehicles operated on Medical Center grounds, whether with other vehicles, pedestrians, or Government property, will be reported immediately to the Medical Center Police.
2. The Department of Veterans Affairs assumes no responsibility for accidents occurring on Medical Center grounds between privately owned motor vehicles, however, such accidents should be reported to the VA Police in Building 236.

h. Contractors/Subcontractors:

1. Responsibility: It is the responsibility of all contractors and subcontractors to comply with parking regulations and direct orders from Medical Center Police Officers in their duties of directing traffic. Failure to comply could lead to citations and the loss of parking privileges.

Motor Vehicle Traffic and Parking Policy Continued:

2. Procedures:

- a. The contractor and subcontractor are issued a "Temporary Parking Authorization" permit from the Engineering Department. This authorization is signed by the Chief, Police and Security Department, and expires when the job has been completed.
 - b. The "Temporary Parking Authorization" permit must be mounted on the front dashboard of the contractor's/subcontractor's vehicle. The expiration date is noted on the permit.
- i. Parking of Campers, Trailers and Motor Homes on VA Controlled Property:
1. Purpose: To provide VA Police Officers with the proper procedures when confronted with requests for overnight parking of trailers, campers, and mobile homes on VA controlled property.
 2. VA Police Officers will also investigate all trailers, campers, or motor homes found parking on VA grounds after hours or on the weekend/holidays. If found to be occupied, inhabitants should be informed of this policy and asked to remove their vehicle from the grounds.

Attachment "F" **Additional Clauses**

The parties hereto for the consideration herein after mentioned do covenant and agree as follows:

1. That the use and occupancy of the Shared property shall be subject to the general supervision and approval of the Department of Veterans Affairs Medical Center Director and to such rules and regulations as may be prescribed by him/her from time to time. Such approval shall not be unreasonably withheld.
2. That the Sharing Partner has inspected and knows the condition of the Shared property and understands that the same is hereby Shared without any representations or warranty by the Government whatsoever and without obligation on the part of the government to make any alterations, repairs, or additions thereto, prior to occupancy by Sharing Partner.
3. That no permanent alterations shall be made or improvements installed in the demised premises by the Sharing Partner (other than listed in Attachment D) without the prior written consent of the Medical Center Director, which consent shall not be unreasonably withheld.
4. That the Sharing Partner shall comply with all applicable laws, ordinances and regulations of the State, County and municipality wherein the said demised premises are located, with regard to construction, sanitation, licenses or permits to do business and all other matters.
5. That the right is hereby reserved to the Government, its officers, agents, and employees to enter upon said premises at any time with reasonable advance notice, except in case of an emergency for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interests of the Government and the Sharing Partner shall have no claim of any character on account thereof against the Government or any officer, agent or employee thereof.
6. That the Sharing Partner shall be responsible for the cost of all utilities, repairs and maintenance associated with the use of the premises. The Government shall be responsible for providing and maintaining all utility connections to the premises.
7. That the Sharing Partner shall neither transfer, nor assign this Enhanced Sharing Agreement or any property on the demised premises, nor sublet the demised premises or any part thereof, or any property thereon, nor grant any privilege whatsoever in connection with this Enhanced Sharing Agreement, without submitting request in writing 30 days in advance, for approval by the VAMC Director which consent shall not be unreasonably withheld. The terms of this paragraph shall not apply to contracts with third parties in connection with Sharing Partner use and management of the premises.

8. That in the event the Government terminates this Enhanced Sharing Agreement, or in any other manner materially reduces or increases the area covered thereby prior to the date of expiration thereof, an equitable adjustment in the rent (if applicable), utilities or services paid or thereafter to be paid under this Enhanced Sharing Agreement shall be made.
9. That if the said premises are totally destroyed by fire or other casualty, this Enhanced Sharing Agreement shall immediately terminate. In the case of partial damage or destruction, so as to render the premises untenable, Sharing Partner may terminate this Enhanced Sharing Agreement in its entirety by serving written notice upon the Government within thirty (30) days or in part, by supplemental agreement hereto, if approved by the Government.
10. That any property of the Government damaged, or destroyed by the Sharing Partner incident to the Sharing Partner use and occupation of the said property shall be promptly repaired or replaced by the Sharing Partner to the satisfaction of the DVA Medical Center Director or in lieu of such repair or replacement the Sharing Partner shall, if so required by the Department of Veterans Affairs, pay to the Government money in an amount sufficient to compensate for the loss sustained by the Government by reason of damages to or destruction of Government property. Any monetary compensation shall be made payable to the VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES AGENT CASHIER. Payment(s) shall be in the form of a certified or cashier's check, bank draft, US Post Office money order or US currency and delivered to VA Greater Los Angeles Healthcare System, West Los Angeles: Attention: Agent Cashier, 11301 Wilshire Blvd., Bldg. 500, Los Angeles, CA. 90073.
11. That the Sharing Partner shall cut no timber, conduct no mining, or drilling operations, remove no sand, gravel, or similar substances from the ground. Except in the exercise of mineral rights theretofore reserved to the record owner thereof, commit no waste of any kind, or in any manner substantially change the contour or condition of the property hereby Shared, except changes required in carrying out sold and water conservation measures.
12. That, on or before, the date of expiration of this Enhanced Sharing Agreement, or its termination by the Sharing Partner, or its revocation by the Government, the Sharing Partner shall vacate the demised premise, remove the personal property of the Sharing Partner therefrom and at the option of the Government, remove the fixtures therefrom and restore the premises to as good order and condition as that existing upon the date of commencement of the term of this Enhanced Sharing Agreement, damages beyond the control of the Sharing Partner and due to fair wear and tear excepted. In the event that the Sharing Partner should fail to comply with the duties set forth in this paragraph, then the Sharing Partner shall pay to the Government on demand any sum in which may have to be expended after the expiration or termination of this Enhanced Sharing Agreement to restore the premises to the condition as stated herein. Any monetary compensation shall be made payable to the VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES AGENT CASHIER. Payment(s) shall be in the form of a certified or cashier's check, bank draft, US Post

Office money order or US currency and delivered to VA Greater Los Angeles Healthcare System, West Los Angeles: Attention: Agent Cashier, 11301 Wilshire Blvd., Bldg. 500, Los Angeles, CA. 90073

13. That no member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Enhanced Sharing Agreement or to any benefit to arise therefrom. Nothing, however, therein contained shall be construed to extend to any incorporated company, if the Enhanced Sharing Agreement be for the general benefit of such corporation or company.
14. That the Sharing Partner warrants that no person or selling agency has been employed or retained to solicit or secure this Enhanced Sharing Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employee for bona fide established commercial or selling agencies maintained by the Sharing Partner for purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Enhanced Sharing Agreement without liability or in its discretion to require the Sharing Partner to pay, in addition to the Enhanced Sharing Agreement rental or consideration, the full amount of such commission, percentage, brokerage or contingent fee.
15. If this Enhanced Sharing Agreement has been negotiated without advertising. The Sharing Partner agrees that the Comptroller General of the United States, the Administrator of Veterans Affairs or any of their duly authorized representatives shall, until expiration of three years after final payment under this Enhanced Sharing Agreement have access to and the right to examine any directly pertinent books, documents, papers and records of the Enhanced Sharing Agreement involving transactions related to this Enhanced Sharing Agreement. The Sharing Partner, further agrees to include in all his subcontracts hereunder, a provision to the effect that the subcontractor agrees that the Comptroller General of the United States, the Administrator of Veterans Affairs, or their representatives shall, until the expiration of three years after final payment under this Enhanced Sharing Agreement with the Government, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract.
16. That the Sharing Partner shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments and similar charges, which at any time during the term of this Enhanced Sharing Agreement, may be taxed, assessed or imposed upon the Government or upon the Sharing Partner with respect to or upon the Enhanced Sharing Agreement premises. In the event any taxes, assessments, or similar charges are imposed with the consent of the Congress upon property owned by the Government and included in this Enhanced Sharing Agreement (as opposed to the Enhanced Sharing Agreement hold interest of the Sharing Partner therein), this Enhanced Sharing Agreement shall be renegotiated so as to accomplish an equitable reduction in the rental provided above, which shall not be greater than the difference between the amount of such taxes, assessments or similar charges which were imposed upon such Sharing Partner with respect to this Enhanced Sharing Agreement hold interest in the premises prior to the granting of such consent by the Congress; provided that in the event

that the parties thereto are unable to agree within 90 days from the date of the imposition of such taxes, assessment or similar charges on a rental which in the opinion of the said officer, constitutes a reasonable return to the Government on the Shared property, then in such event, the said officer shall have the right to determine the amount of the rental, which determination shall be binding on the Sharing Partner subject to appeal.

17. Contract Disputes Clause: this Enhanced Sharing Agreement shall be subject to the Contract Disputes Clause attached hereto and made a part hereof as Attachment I.
18. Any activity, program or use made of the property by the Sharing Partner will be in compliance with the provisions of Federal Acquisition Regulation Section 52-222-26, Equal Opportunity, a copy of which is attached hereto as Attachment G, and made part hereof.
19. This Enhanced Sharing Agreement is not subject to the reporting requirements of 38 U.S. Code 5022 (a) (2) (A).
20. In the event of a conflict between terms of the Attachments and the provisions of this Enhanced Sharing Agreement, the terms of the Attachments shall control.

Attachment "G"

Equal Opportunity (52.222-26)

If, during any 12-month period (including the 12 months preceding the award of this contract), the Sharing Partner has been or is awarded nonexempt Federal Contracts and/pr subcontracts that have an aggregate value in excess of \$10,000, the Sharing Partner shall comply with sub-paragraphs (b) (1) through (11) below. Upon request, the Sharing Partner shall provide information necessary to determine the applicability of this clause.

During performing this contract, the Sharing Partner agrees as follows:

The Sharing Partner shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

The Sharing Partner 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 natural 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) election for training, including apprenticeship.

The Sharing Partner 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.

The Sharing Partner shall, in all solicitations or advertisement for employees place by or on behalf of the Sharing Partner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Sharing Partner 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 Sharing Partner's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

The Sharing Partner shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

The Sharing Partner shall furnish to the contracting agency all information required by the Executive Order 11246, as amended and by the rules, regulations and orders of the Secretary of Labor. Standard Form 100 (Eeo-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

The Sharing Partner shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Sharing Partner's compliance with the applicable rules, regulations and orders.

If the OFCCP determines that the Sharing Partner 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 Sharing Partner 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 Sharing Partner as provided in Executive Order 11246, as amended, the rules regulations, and orders of the secretary of labor, or as otherwise provided by law.

The Sharing Partner shall include the terms and conditions of subparagraph (b) (1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontract or vendor.

The Sharing Partner shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided that if the Sharing Partner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Sharing Partner may request the United States to enter into the litigation to protect the interest of the United States.

Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60.1.1.

Attachment "H" **Liability Information**

1. That the use and occupancy of the Shared property shall be subject to the general supervision and approval of the Department of Veterans Affairs Medical Center Director and to such rules and regulations as may be prescribed by him/her from time to time, provided that such rules and regulations do not interfere with the purpose for which this Enhanced Sharing Agreement is granted. However, at no time will the Sharing Partner conduct any activity or event that is deemed adverse to the interests of the United States or to the mission and program responsibilities of the Department of Veterans Affairs. Disputes as to what rules and regulations constitute interference with use and occupancy of the Shared premises shall be subject to Contract Disputes Clause. 52.233-1.

2. That the Sharing Partner shall obtain and keep in force and effect Public Liability Insurance coverage in the amount of \$1,000,000 to protect the Government from property damage and bodily injury claims arising out of use of the property by the Sharing Partner, except those property damage and injury claims arising out of the negligent acts of the Government, its employees, patients, invitees, agents and/or Sharing Partner.

3. That the Government shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupancy of the said premises, or for damages to property of the Sharing Partner or for injuries to the person of the Sharing Partner (if an individual), or for damages to the property or injuries to the person of Sharing Partner's officers, agents, servants or employees or others who may be on the said premises at their invitation or the invitation of anyone of them arising from Governmental activities, save and except that such provisions shall not apply to damage to property or injuries to persons that result from or is caused by the negligent or intentional acts or omissions of the Government. The Sharing Partner shall indemnify and hold the Government harmless from any and all claims resulting from the negligent acts or omissions of the Sharing Partner, its officers, agents, students, employees, guests or invitees other than those who are Department of Veterans Affairs employees, patients and necessary attendants of guests. The Sharing Partner's indemnification of the Government, however, shall only apply in proportion to and to the extent of such acts or omissions.

Attachment "I" **Disputes (52.233-1)**

This contract is subject to the Contract Disputes Act of 1978, as amended (4) U.S.C. 601-613.

Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

"Claim", as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Sharing Partner seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph (d) (2) below. A voucher, invoice or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

A claim by the Sharing Partner shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Government against the Sharing Partner shall be subject to a written decision by the Contracting Officer.

Sharing Partners shall provide the certification specified in subparagraph (d) (2) (iii) of this clause when submitting any claim.

Exceeding \$50,000; or

Regardless of the amount claimed, when using -

Arbitration conducted pursuant to 5 U.S.C. 575-580; or

Any other Alternative means of Dispute Resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Sharing Partner believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Sharing Partner."

The certification may be executed by any person duly authorized to bind the Sharing Partner with respect to the claim.

For Sharing Partner claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Sharing Partner, render a decision within 60 days of the request. For Sharing

Partner-certified claims over \$50,000, the Contracting Officer must within 60 days, decide the claim or notify the Sharing Partner of the date by which the decision will be made.

The Contracting Officer's decision shall be final unless the Sharing Partner appeals or files a suit as provided in the Act.

At the time a claim by the Sharing Partner is submitted to the Contractor Officer or a claim by the Government is presented to the Sharing Partner, the parties, by mutual consent, may agree to use ADR. When using arbitration pursuant to 5 U.S.C. 575-580 or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d) (2) (iii) of this clause and executed in accordance with subparagraph (d) (3) of this clause.

The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date the payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest in claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer received the claim and then at the rate applicable for each 6 month period as fixed by the Treasury Secretary during the pendency of the claim.

The Sharing Partner shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim appeal or action arising under the Sharing Partner, and comply with any decision of the Contracting Officer.

Attachment "J"
Hazardous Materials

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 2

2. AMENDMENT/MODIFICATION NO. Supplemental Agreement # 1	3. EFFECTIVE DATE April 17, 2000	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Contracting Officer Department of Veterans Affairs Medical Center 5901 E. 7th Street Long Beach, CA 90822	CODE	7. ADMINISTERED BY (If other than Item 5)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Western State Design, Inc. 25616 Nickel Place Hayward, CA 94545	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATE (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. V691S-203
		10B. DATED (SEE ITEM 13) March 01, 2000
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
Not Applicable

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying offices, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 38 U.S.C. §8153 Enhanced Sharing of Healthcare Resources
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section heading, including solicitation/contract subject matter where feasible.)
See attached, Page 2

Except as provided herein, all terms and conditions of this document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <u>X Dennis W. Roach</u>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ralph D. Tillman, Chief, Construction Contracting
15B. CONTRACTOR/OFFEROR <u>[Signature]</u> <small>(Signature of person authorized to sign)</small>	16B. UNITED STATES OF AMERICA BY <u>[Signature]</u> <small>(Signature of Contracting Officer)</small>
15C. DATE SIGNED <u>4/13/2000</u>	16C. DATE SIGNED <u>4/13/00</u>

Page 2.

Effective Date:

Contract Number:

Title:

Supplemental Agreement Number:

April 17, 2000

V691S-203

ESA/Western State Design/Bldg. 224

Number 01

ITEM NUMBER. 14 CONTINUED:

Under the provisions of referenced Contract, such contract is modified to:

Delete:

Rents for Months	0 - 24	\$8,000/month with no CPI adjustment
Rents for Months	25 - 36	\$9,000/month with maximum CPI Adjustment of 3%
Rents for Months	37 - 120	\$10,250/month with maximum CPI adjustment of 3%
Rents for Months	121 - 180	\$10,250/month with maximum CPI adjustment of 3% (Option Period, if exercised)

Add:

Rents for Months	0 - 6	\$8,000/month with no CPI adjustment
Rents for Months	7 - 24	\$10,250/month with no CPI adjustment
Rents for Months	25 - 120	\$10,250/month with 3% Annual CPI adjustment

Add Terms:

The basic intent of the laundry operation is to process all Marriott Hotel/Motels including but not limited to the properties located at Los Angeles International, Anaheim, all Fairfield Inns, Costa Mesa, Fullerton, Torrance, Newport Beach, Newport Suites, and Irvine. Additionally, other non-Marriott properties shall be processed within the laundry.

This Shared Marketing Agreement is offered in exchanged for the DVA providing permission to Shared Partner the right to process in Building 224, "non-hospitality" linen currently under contract by Shared Partner.

The "non-hospitality" linen currently under contract is for the following:

- Premier Hospitals, Inc.
- Volunteer Hospitals of America
- Kaiser Permanente Healthcare
- Columbia Healthcare System
- The UC Healthcare System

Additionally there is excess capacity for processing laundry within the Building 508. Western State Design shall not in any way compete with the DVA for processing "other than" hospitality linen.

At no time, without written authorization from the DVA, will any other non-hospitality type linen be processed in Shared Building 224 other than the five (5) facilities listed above.

All other terms, conditions, etc. of the Contract remain unchanged.

This modification is within the original scope of work for the Sharing Venture and is authorized in accordance with Part 2.c. of the original Sharing Agreement.

Enhanced Sharing Agreement V691S-203
Western State Design - Assignment Agreement
Page 1 of 5

NOVATION AGREEMENT

Western State Design (Transferor), a corporation duly organized and existing under the laws of California with its principal office in Hayward, CA; the Sodexo Marriott Laundry Services, Inc. (Transferee), a corporation duly organized and existing under the laws of Delaware with its principal office in Gaithersburg, Maryland; and the UNITED STATES OF AMERICA (Government) enter into this Agreement as of May 10, 2001.

Executive under applicable State law

(a) The parties agree to the following facts:

1. The Government, represented by various Contracting Officers of the Department of Veterans Affairs, has entered into certain contracts with the Transferor, namely: Enhanced Sharing Agreement V691S-203;. The term "the contracts," as used in this Agreement, means the above Enhanced Sharing Agreement, including all modifications, made between the Government and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under these contracts and purchase orders). Included in the term "the contracts" are also all modifications made under the terms and conditions of this Enhanced Sharing Agreement between the Government and the Transferee, on or after the effective date of this Agreement.
2. As of May 10, 2001, the Transferor has transferred to the Transferee the referenced Enhanced Sharing Agreement of the Transferor by virtue of an Assignment of Enhanced Health Care Resources Sharing Agreement between the Transferor and the Transferee.
3. The Transferee has assumed all obligations and liabilities of the Transferor under said Enhanced Sharing Agreement by virtue of the above transfer.
4. The Transferee is in a position to fully perform all obligations that may exist under said Enhanced Sharing Agreement.
5. It is consistent with the Government's interest to recognize the Transferee as the successor party to the said Enhanced Sharing Agreement.

Enhanced Sharing Agreement V691S-203
Western States Design - Assignment Agreement
Page 2 of 5

6. Evidence of the above transfer has been filed with the Government.

(b) In consideration of these facts, the parties agree that by this Agreement—

1. The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the contracts.
2. The Transferee agrees to be bound by and to perform said Enhanced Sharing Agreement in accordance with the conditions contained in the contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under said Enhanced Sharing Agreement as if the Transferee were the original party to the contracts.
3. The Transferee ratifies all previous actions taken by the Transferor with respect to the said Enhanced Sharing Agreement, with the same force and effect as if the action had been taken by the Transferee.
4. The Government recognizes the Transferee as the Transferor's successor in interest in and to the said Enhanced Sharing Agreement. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Enhanced Sharing Agreement as if the Transferee were the original party to the Enhanced Sharing Agreement. Following the effective date of this Agreement, the term "Sharing Partner," as used in said Enhanced Sharing Agreement, shall refer to the Transferee.
5. Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.
6. All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the said Enhanced Sharing Agreement, shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under said Enhanced Sharing Agreement, to the extent of the amounts paid or reimbursed.

Enhanced Sharing Agreement V6915-203
Western States Design - Assignment Agreement
Page 3 of 5

- 7. The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of said Enhanced Sharing Agreement.
- 8. The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee --
 - (i) Assumes under this Agreement; or
 - (ii) May undertake in the future should the Enhanced Sharing Agreement be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.
- 9. The Enhanced Sharing Agreement shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

Enhanced Sharing Agreement V691S-203
Western State Design - Assignment Agreement
Page 4 of 5

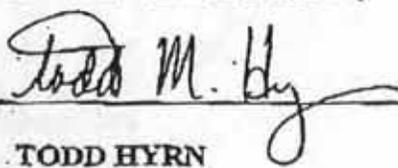
UNITED STATES OF AMERICA,

BY 

NAME RALPH D. TILLMAN

TITLE Director, Asset Management

WESTERN STATE DESIGN,

BY 

NAME TODD HYRN

TITLE Director, Parts & Services

SODEXHO MARRIOTT LAUNDRY SERVICES, INC.

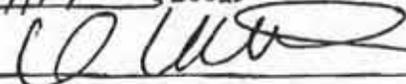
BY 

NAME LIZ REMILLONG

TITLE District Manager

CERTIFICATE

I, DEWANN STACH ^{PRESIDENT}; certify that I am the Secretary of Western State Design, that TODD HYRN, who signed this Agreement for this corporation, was then DIRECTOR of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this day of 7/17, 2001.

By 

[Corporate Seal]

CERTIFICATE

I, Thomas R. Morse, certify that I am the ^{Assistant} Secretary of Sodexo Marriott Laundry Services, Inc., that Liz Remillong, who signed this Agreement for this corporation, was then District Mgr. of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this day of July 23, 2001.

By Thomas R. Morse

[Corporate Seal]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. Supplemental Agreement #1		3. EFFECTIVE DATE 03/18/2010	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Director, Asset Management VAGLAHS 11301 Wilshire Bl. Bldg.220 Room 219 Los Angeles, CA 90073	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and ZIP Code) Sodexo 9801 Washingtonian Blvd. Gaithersburg, MD 20878	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (See Item 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. V691S-203
		10B. DATED (See Item 11) 03/18/2010
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
This document hereby extends the original contract and all terms therein for the period of 6 (six) months from March 18, 2010 to September 17, 2010.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) CALVIN V. JOHNSON, PRESIDENT HOSPITALS DIVISION	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 3/18/2010
16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 5/18/2010

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE	PAGE OF PAGES
2 AMENDMENT/MODIFICATION NO. Supplemental Agreement #1	3 EFFECTIVE DATE 9/17/2010	4 REQUISITION/PURCHASE REQ. NO	5 PROJECT NO. (If applicable)	
6 ISSUED BY Director, Asset Management VA GLAHS 11301 Wilshire Blvd., Bldg 200, Room 219 Los Angeles, CA 90073	CODE	7 ADMINISTERED BY (IF OTHER THAN ITEM 6) CODE		
8 NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and Zip Code) Sodexo 9801 Washingtonian Blvd. Gaithersburg, MD 20878		<input type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. V691S-203 <input type="checkbox"/> 10B. DATED (SEE ITEM 11) 09/17/2010		
CODE	FACILITY CODE:			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				

The above numbered, solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers, FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If Required)	
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO., AS DESCRIBED IN ITEM 14	
<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE BY THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is NOT is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible. This document hereby extends the original contract and all terms therein for the period of 6 (six) months from September 17, 2010 to March 17, 2011.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER <i>Robert F. Roller Division Vice President</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER Ralph D. Tillman, Chief of Asset Management
15B. CONTRACTOR/CFBROR <i>[Signature]</i> (Signature of person authorized to sign)	15C. DATE SIGNED 10/18/10
16B. UNITED STATES OF AMERICA <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED 10/18/10

NSN 7540-01-152-8070
Previous Edition Unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		CONTRACT ID CODE S-203	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. Supplemental Agreement #1	3. EFFECTIVE DATE 3/17/2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE Chief, External Affairs VA GLAIS 1100 Wilshire Blvd., Bldg 220, Room 219 Los Angeles, CA 90073	7. ADMINISTERED BY (IF OTHER THAN ITEM 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State, and Zip Code) Address 9801 Washington Blvd Catharsburg, MD 20878		<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
CODE FACILITY CODE		<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11)
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT ORDER NO. V6915-203
			10B. DATED (SEE ITEM 11) 03/17/2011
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 10. The hour and date specified for receipt of offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended.			
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:			
(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If Required)			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO., AS DESCRIBED IN ITEM 14			
<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation, date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF _____			
<input type="checkbox"/> D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input type="checkbox"/> or NOT <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible. This document hereby extends the original contract and all terms therein for the period of 60 (sixty) days from March 17, 2011 to May 17, 2011.			
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER <i>Robert E. Rolter, Division Vice President</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER Ralph D. Tillman, Chief External Affairs	
15B. CONTRACTOR CHECKBOX <i>Robert E. Rolter</i> (Signature of Contracting Officer)		16B. UNITED STATES OF AMERICA <i>Ralph D. Tillman</i> (Signature of Contracting Officer)	
15C. DATE SIGNED 5/16/12		16C. DATE SIGNED 3/17/2011	
NSN 7540-01-152-8070 Previous Edition Unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

2. AMENDMENT/MODIFICATION NO. Supplemental Agreement #1	3. EFFECTIVE DATE 5-17-2011	4. REQUISITION/PURCHASE R/O NO.	5. PROJECT NO. (If applicable)
--	--------------------------------	---------------------------------	--------------------------------

6. ISSUED BY CODE: _____ Chief, External Affairs VA OF AIDS 11301 Wilshire Blvd., Bldg 220, Room 219 Los Angeles, CA 90025	7. ADMINISTERED BY (IF OTHER THAN ITEM 6) CODE: _____
---	---

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and Zip Code) Address: 6801 Washington Blvd Gaithersburg, MD 20878	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT (ORDER NO.) V691S-203
	<input type="checkbox"/>	10B. DATED (SEE ITEM 11): 05-17-2011
CODE: _____	FACILITY CODE: _____	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If Required):

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO., AS DESCRIBED IN ITEM 14

- A. THIS CHANGE-ORDER IS ISSUED PURSUANT TO (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF _____
- D. OTHER (Specify type of modification and authority): _____

E. IMPORTANT: Contractor is NOT required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible. This document hereby extends the original contract and all terms therein for the period of 60 (sixty) days from May 17, 2011 to July 17, 2011)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER <i>Robert E. Roller Division Vice President</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER Ralph D. Tillman, Chief of External Affairs
15B. CONTRACTOR OFFICER <i>[Signature]</i>	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED 5/16/12	16C. DATE SIGNED 5/17/2011

AMENDMENT OF SOLICITATION/S/MODIFICATION OF CONTRACT		CONTRACT ID CODE CS-203	PAGE 1 OF 1
2. AMENDMENT/MODIFICATION NO. Supplemental Amendment #1	3. EFFECTIVE DATE 7/17/2011	4. REQUISITION PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY Chief External Affairs VA GCADS 1101 Wilshire Blvd., Bldg 270, Room 219 Los Angeles, CA 90073	CODE	7. ADMINISTERED BY (IF OTHER THAN ITEM 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State, and Zip Codes) Soleco 9001 Washington Blvd Gaithersburg, MD 20878	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
CODE	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT ORDER NO. V691S-203
		10B. DATED (SEE ITEM 11) 07/17/2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered, solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified to the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

15. ACT DEDUCTING AND APPROPRIATION DATA (if Required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO., AS DESCRIBED IN ITEM 14

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF _____
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is NOT is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation contract subject matter where feasible. This document hereby extends the original contract and all terms thereon for the period of 60 (sixty) days from July 17, 2011 to September 17, 2011.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER <i>Robert E. Bulter</i> Division Vice President	16A. NAME AND TITLE OF CONTRACTING OFFICER Ralph D. Tillman, Chief of External Affairs
15B. CONTRACTOR OFFICER <i>Robert E. Bulter</i> (Signature of Contracting Officer)	16B. UNITED STATES OF AMERICA <i>Ralph D. Tillman</i> (Signature of Contracting Officer)
15C. DATE SIGNED 5/16/12	16C. DATE SIGNED 7/17/2011

NSN 7540-01-152-8070 Previous Editions Unusable

STANDARD FORM 30 (REV. 10-85) Prescribed by GSA FAR (48 CFR) 53.243

II.C.4.
REVENUE REPORT

VA Greater Los Angeles Healthcare System
Asset Management Alternative Revenue Recurring Report
January 1, 2011 to September 1, 2012

Name Account #	Type	Date	Num	Terms	Debit	Credit	Balance
Sodexo (B224)							51,936.00
V691S-203	Invoice	1/3/2011	K1025JL	February	12,984.00		64,920.00
V691S-203	Payment	3/16/2011	13457244			12,984.00	51,936.00
V691S-203	Payment	3/16/2011	13457244			12,984.00	38,952.00
V691S-203	Payment	3/16/2011	13457244			12,984.00	25,968.00
V691S-203	Payment	3/16/2011	13457244			12,984.00	12,984.00
V691S-203	Payment	3/16/2011	13457244			12,984.00	0.00
V691S-203	Invoice	4/1/2011	1	March	12,984.00		12,984.00
V691S-203	Invoice	4/1/2011	2	April	12,984.00		25,968.00
V691S-203	Invoice	4/1/2011	3	May	12,984.00		38,952.00
V691S-203	Invoice	5/2/2011	4	June	12,984.00		51,936.00
V691S-203	Invoice	6/1/2011	5	July	12,984.00		64,920.00
V691S-203	Invoice	7/1/2011	6	August	12,984.00		77,904.00
V691S-203	Invoice	8/1/2011	7	September	12,984.00		90,888.00
Total Sodexo (B224)					103,672.00	64,920.00	90,888.00

VA Greater Los Angeles Healthcare System
Asset Management Alternative Revenue Recurring Report
January 1, 2011 to September 1, 2012

Name Account #	Type	Date	Num	Terms	Debit	Credit	Balance
Sodexo (Utilities)							0.00
V691S-203	Invoice	1/28/2011	K102REK	October	35,116.60		35,116.60
V691S-203	Invoice	1/28/2011	K102REP	November	33,896.67		69,013.27
V691S-203	Invoice	1/28/2011	K102REQ	December	34,154.67		103,167.94
V691S-203	Payment	3/1/2011	13441853			35,116.60	68,051.34
V691S-203	Payment	3/1/2011	13441853			33,896.67	34,154.67
V691S-203	Payment	3/1/2011	13441853			34,154.67	0.00
V691S-203	Invoice	5/31/2012	K206G1N	January	36,470.22		36,470.22
V691S-203	Invoice	5/31/2012	K206G1Z	February	31,813.99		68,284.21
V691S-203	Invoice	5/31/2012	K206G23	March	34,085.46		102,369.67
V691S-203	Invoice	5/31/2012	K206G2H	April	31,798.97		134,168.64
V691S-203	Invoice	5/31/2012	K206G2Q	May	28,929.07		163,097.71
V691S-203	Invoice	5/31/2012	K206G2R	June	34,555.15		197,652.86
V691S-203	Invoice	5/31/2012	K206G2T	July	33,998.23		231,651.09
V691S-203	Invoice	5/31/2012	K206G2V	August	34,466.99		266,118.08
V691S-203	Invoice	5/31/2012	K206G2W	September	35,312.31		301,430.39
V691S-203	Invoice	5/31/2012	K206G30	October	39,138.94		340,569.33
V691S-203	Invoice	5/31/2012	K206G32	November	42,617.59		383,186.92
V691S-203	Invoice	5/31/2012	K206G33	December	44,501.36		427,688.28
V691S-203	Invoice	7/26/2012	K207XIQ	January	47,798.87		475,487.15
V691S-203	Invoice	7/26/2012	K207XIZ	February	37,951.14		513,438.29
V691S-203	Invoice	7/26/2012	K207XJ1	March	42,827.73		556,266.02
V691S-203	Invoice	7/26/2012	K207XJ4	April	37,775.87		594,041.89
V691S-203	Invoice	7/26/2012	K207XJ6	May	45,266.16		639,308.05
V691S-203	Invoice	7/26/2012	K207XJ8	June	40,542.84		679,850.89
V691S-203	Payment	8/7/2012	13932534			36,470.22	643,380.67
V691S-203	Payment	8/7/2012	13932534			31,813.99	611,566.68
V691S-203	Payment	8/7/2012	13932534			34,085.46	577,481.22
V691S-203	Payment	8/7/2012	13932534			31,798.97	545,682.25
V691S-203	Payment	8/7/2012	13932534			28,929.07	516,753.18
V691S-203	Payment	8/7/2012	13932534			34,555.15	482,198.03
V691S-203	Payment	8/7/2012	13932534			33,998.23	448,199.80
V691S-203	Payment	8/7/2012	13932534			34,466.99	413,732.81
V691S-203	Payment	8/7/2012	13932534			35,312.31	378,420.50
V691S-203	Payment	8/7/2012	13932534			39,138.94	339,281.56
V691S-203	Payment	8/7/2012	13932534			42,617.59	296,663.97
V691S-203	Payment	8/7/2012	13932534			44,501.36	252,162.61
Total Sodexo (Utilities)					783,018.83	530,856.22	252,162.61

II.D.
THE REGENTS OF UNIVERISTY
OF CALIFORNIA

II.D.1.
PROPOSAL DOCUMENTS

**Statement of Work for Enhanced Sharing Project:
Jackie Robinson Baseball Stadium at West Los Angeles VA Medical Center**

SCOPE

West Los Angeles VA Medical is proposing to enhance share its Jackie Robinson baseball stadium and parking lot ____.

BACKGROUND

Since the early 1980s the VA Greater Los Angeles Healthcare System-West Los Angeles Healthcare Center, previously known as the West Los Angeles VA Medical Center has leased to the University of California at Los Angeles (UCLA) the baseball stadium now know as Jackie Robinson Stadium.

APPLICABLE DOCUMENTS

No other documents are being provided other than a map and a copy of the existing lease with UCLA, which expires on January 31st, 1999. The lease no. for the existing agreement is 691-R-1-96.

TASKS

UCLA will have the sole responsibility for the operation, improvements* and maintenance of the baseball stadium and adjacent parking lot as outlined on the attached map.

*Improvements to the grounds and stadium would have to be requested in writing and would require approval of the VA. Ownership of improvements made by UCLA would revert to the VA upon completion and acceptance.

USAGE:

Scheduling the use of the stadium will be the joint responsibility of UCLA and the VA.

UCLA will have priority use of the stadium for their baseball team. UCLA will provide a schedule of usage by the baseball team to the VA by February 15 for each year of this agreement.

The American Legion will have the next priority for usage of the stadium. The American Legion schedule will require approval of the VA and UCLA.

All other uses of the stadium by UCLA will be contingent upon approval by the VA.

The VA has the priority right of use when the stadium is not in use by the UCLA baseball team or the American Legion.

PARKING:

The VA will be responsible for operation of the parking lot and collecting associated parking fees.

CONCESSIONS:

UCLA will be responsible for operation of any food and concessions sold at the stadium.

KEY PERSONNEL

Necessary personnel for this Agreement would include but not necessarily are limited to the following: Facilities Manager and Stadium Supervisor.

The VA would provide a COTR to interface with UCLA personnel. The VA Contracting Officer for the agreement would administer and approve any changes to the agreement.

CONTRACT DELIVERABLES

The VA Greater Los Angeles Healthcare System (VAGLAHS) expects to receive a fair and monetary return for use of this space. Monetary payments should be made on monthly basis to the Medical Center.

In addition to the monthly usage fee the following is required:

UCLA will pay for all utilities required.

The use of stadium by the American Legion will be at no charge.

Fees collected from the parking concession will belong to the VA.

UCLA will be required to pay a monthly fee for operation of concession stands.

UCLA will be required to pay a percentage of the gross receipts for non-baseball use of the stadium.

Additionally, the VA Greater Los Angeles Healthcare System will want use of the facilities for events and other special projects at no charge when the stadium is not in use by UCLA. The VA may allow other organizations to use the stadium upon approval by the VA. All fees collected for use of the stadium scheduled by the VA belong to the VA.

VA FURNISHED FACILITIES AND SERVICES

The VA will provide all real property described in the map attached hereto. Access via roadways will be provided to the sharing partner for use of the stadium and parking lot.

The VA will provide parking lot management.

CONTRACTOR FURNISHED PROPERTY AND SERVICES

All services and materials needed to operate, maintain and manage the stadium and adjacent facilities including the parking lot (management of the parking lot will be provided by the VA) will be provided by UCLA at their own expense.

UCLA will maintain and operate any food and concession stands.

UCLA will provide security as needed. Use of security personnel other than the VA Police will require prior approval of VA medical center personnel.

INSPECTION AND ACCEPTANCE CRITERIA

Sharing partner must be fully insured for all types of liability up to 1,000,000.00 dollars. Sharing partner must show that they have the requisite experience to successfully perform the scope of work as required in this Statement of Work. The VA will also have the right to randomly audit the books of the sharing partner at a time and place of convenience to both parties. Random inspections of shared facilities will be made by VA Medical Center personnel to assure that they are being properly maintained and utilized by the sharing partner.

PLACE OF CONTRACT PERFORMANCE

Campus at the West Los Angeles VA Medical Center

TASKS COMPLETION DATE

Contract award by January 1, 1999.

PLACE OF INSPECTION AND ACCEPTANCE OF DELIVERABLES

Any inspection/deliverables pursuant to this Agreement shall be made to the responsible Contracting Officer, Network Business Center, VISN 22, Long Beach VA Medical Center, 5901 East Seventh Street, Long Beach, Ca. 90822, Bldg. 149; Tel: (562) 494-5534.

SECURITY REQUIREMENTS

Security requirements were addressed in the "Contractor Finished Property and Services" section.

APPENDICES TO STATEMENT OF WORK

All information that can be made available as a matter of law will be provided the sharing partner on an "as needed basis."

Suggested Fee Schedule:

Stadium monthly usage fee: \$10,000

Concession rights monthly fee: \$2,000

20% of Gross Receipts for non baseball use of stadium by UCLA.

Utilities will be billed on a monthly basis.

II.D.2.
AGENCY REVIEW DOCUMENTS

Tillman, Ralph

From: Happy, Brian J.
Sent: Monday, December 14, 1998 9:49 AM
To: Wilson, Jon; Tillman, Ralph
Cc: Monroe, Pamela .
Subject: FW: Statement of work: Jackie Robinson Field

Jon/Ralph this is the statement of work for Jackie Robinson Field. Also attached are Lynn Carrier's comments.



jackie robinson-lynn's
comment...

-----Original Message-----

From: Happy, Brian J.
Sent: Monday, November 30, 1998 11:03 AM
To: Monroe, Pamela .
Subject: FW: Statement of work: Jackie Robinson Field

The statement of work attached incorporates your suggestions.

-----Original Message-----

From: Happy, Brian J.
Sent: Monday, November 23, 1998 11:46 AM
To: Monroe, Pamela .; Brown, Dollie G.; Achen, Alan; Powell, Barbara A.; Fitzgerald, John E.
Subject: Statement of work: Jackie Robinson Field

This is the draft statement of work. Please provide your comments by 12/3/98.



Jackie Robinson.doc

Happy, Brian J.

From: Carrier, Lynn
Sent: Tuesday, December 08, 1998 12:48 PM
To: Monroe, Pamela .
Cc: Happy, Brian J.
Subject: RE: Statement of work: Jackie Robinson Field

Pam and Brian, I reviewed the SOW. I have a couple concerns, neither of which needs to hold this up if we're just using this as an opening negotiating tool. I think clarity is needed in the "use of the field for non-baseball" events by UCLA. Does this refer to non-University events they allow which generate revenue, or does it include any UCLA event too? There may be some issue with charging them \$xxx/month for use, then turning around and charging them some more for internal University events--other than baseball. Pam, I've discussed with you previously that a charge of \$2000/mo. for concessions seems steep. Other than that, it looks fine to me.

-----Original Message-----

From: Monroe, Pamela .
Sent: Tuesday, December 08, 1998 8:38 AM
To: Carrier, Lynn
Cc: Happy, Brian J.
Subject: RE: Statement of work: Jackie Robinson Field

Brian, please send directly from you....apparently I can't transfer your file...

-----Original Message-----

From: Carrier, Lynn
Sent: Friday, December 04, 1998 4:19 PM
To: Monroe, Pamela .; Happy, Brian J.
Subject: RE: Statement of work: Jackie Robinson Field

Pam and Brian, the file did not transfer, so I am unable to review and give you any feedback.

-----Original Message-----

From: Monroe, Pamela .
Sent: Friday, December 04, 1998 1:36 PM
To: Happy, Brian J.
Cc: Carrier, Lynn
Subject: RE: Statement of work: Jackie Robinson Field

ok Brian.....I am forwarding to Lynn to see also, then it's a go....

-----Original Message-----

From: Happy, Brian J.
Sent: Monday, November 30, 1998 11:03 AM
To: Monroe, Pamela .
Subject: FW: Statement of work: Jackie Robinson Field

The statement of work attached incorporates your suggestions.

-----Original Message-----

From: Happy, Brian J.
Sent: Monday, November 23, 1998 11:46 AM
To: Monroe, Pamela .; Brown, Dollie G.; Achen, Alan; Powell, Barbara A.; Fitzgerald, John E.
Subject: Statement of work: Jackie Robinson Field

This is the draft statement of work. Please provide your comments by 12/3/98.

<< File: Jackie Robinson.doc >>

Wilson, Jon

From: Wilson, Jon

Sent: Wednesday, January 27, 1999 9:38 AM

To: Achen, Alan; Brown, Dollie G.

Subject: Jackie Robinson Stadium - request for opinion (positioning for negotiations)

Good Morning Alan,

I am having an initial discussion meeting today with UCLA to begin to negotiate for the use of the Jackie Robinson Stadium.

Attorney-Client

I have attached my negotiation recap as well as the Jackie Robinson RFP. The recap is formatted so the UCLA concern is in the first column and the ESA/RFP language is in the second column.

Attorney-Client

Thank you,



UCLA PreNegotiation
recap.doc



UCLA ESA
DRAFT.doc

Jon M Wilson
Contract Specialist

Telephone: (562) [REDACTED]
Facsimile: (562) 494-5828

Item No.	UCLA Concerns/Position	ESA as Written	DVA Concerns/Position
1.	We would like this to be a lease agreement. The proposed lease is submitted as an enhanced sharing agreement.	The document as drafted is an Enhanced Sharing Agreement	The ESA is the vehicle of choice for this transaction
2.	In order to affirm the affiliation with the DVA, we would like to change the name description of the venue to "Veterans Administration Baseball Stadium Complex".	The document as drafted refers to Jackie Robinson Stadium.	Why? <u>NO</u> Leave as is.
3.	Re: Pricing and Payment Terms (1D) - the wording related to "rent" and "lot fees" due on a monthly basis" is tied to fee schedule K. Our comments on terms and due dates are reflected on that schedule.	As mutually negotiated and agreed upon and stated in the attached Fee Schedule - Cost/Price Proposal from Offeror. Rent Monies and Fixed Rate Parking Lot fees will be paid in advance, due on the 1 st of each month and will be considered late of not paid by the 10 th . All other Revenue Sharing monies will be paid in arrears, due on the 1 st of each month and will be considered late if not paid by the 10 th . Revenue Sharing monies must be accompanied by supporting documentation.	
4.	Re: Security (1H) - we would like inspections to be consistent with Attachment G, Item 6, (s/b 5)	<p>Item 1 (H) states: the DVA shall provide security, and may patrol the performance area. Should other security arrangements be necessary, this Contract will specify such arrangements. Random inspections by the Contracting Officer, the Contracting Officer's Technical Representative (COTR) or VA Greater Los Angeles Healthcare System, West Los Angeles Security Police may be conducted during the period of performance.</p> <p>Item Attachment G (5) states: that the right is hereby reserved to the Government, its officers, agents and employees to enter upon said premises at any time with reasonable advance notice, except in case of an emergency for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interests of the Government and the Sharing Partner shall have no claim of any character on account thereof against the Government or any officer, agent or employee thereof.</p>	Identify Conflict ± Grounds - ok to inspect anytime ± Bldg - by appointment unless patient safety/security issues arise.

5.	Re: Relationship (1J 2a/h) - we would like the University to be the lessee and be a consistent term throughout the Contract. Currently there are references to the "Sharing Partner", Contractor, "UCLA" and Stadium Management Company" within this document.	Generally, these terms are used in different context throughout the document.	
6.	Re: Termination (1J 2b) - the time frame for written notice to termination is not consistent throughout the document. We would like 90 days (minimum) with a clause that allows us to complete our regular season baseball schedule if we have already started. In the "Termination for cause" portion, we would like to have "the right to cure a default that we have caused (within a given timeframe) after notification by written notice of the default by DVA.	Item 2b states: either party may terminate the Contract by giving at least thirty (30) days prior written notice. In the event of termination, the Sharing Partner shall be responsible for payment for all services rendered VA Greater Los Angeles Healthcare System, West Los Angeles prior to the effective date of termination. In the event that this termination clause is exercised, each party will bear their own costs associated with the termination and will not seek damages or compensation from the other party caused by the termination. <u>Termination for cause.</u> The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed as termination for convenience. The DVA reserves the right to unilaterally terminate this agreement immediately if Sharing Partner has caused Government owned Assets or the public to be endangered.	OK OK
7.	Item 2 - we would like to add "a determined number of games (10) which are scheduled in available dates with the master venue calendar. Last contract period we had a negotiated number of games and overhead that UCLA would pay for (up to \$20,000).	Contractor shall make the Stadium available to the American Legion summer Baseball League, and shall bear the cost of all utilities, maintenance, trash removal, and field preparation, post game renovation and overhead.	KEN will average last 5 years games & provide me w/ it to be written into it.

→ Get clarification for better understanding

→ open item for Ken - 4/31/99

Leave blank for legal review

Q-define

8.	Item 5 - do you have any other types of events or uses which are additional ("other") to items 1-4? If there are further uses, we would like to a "reasonable timeframe" for approvals from DVA?	Generally, items 1-3 speak to (1) Contractor having priority use of the stadium, (2) Contractor will make the stadium available to the American Legion, (3) Contractor shall make the stadium available for up to six community service events per year, and (4) Contractor shall market the premises as an event venue to be used by third parties as approved by the DVA. Contractor shall be solely responsible for scheduling and managing all such events. Contractor shall bear all costs associated with such events, but shall be entitled to charge fees to third parties. The DVA shall share in the net revenue generated by such third party events in accordance with the fees established in the attached fee schedule. Item 5 states: All other uses of the stadium by the Contractor will be contingent upon approval by the DVA.	
9.	Item 6 - I believe that getting users to the stadium is a joint responsibility but the "scheduling of the use of the stadium" should be the lessee's responsibility. One entity needs to be the holder of the calendar.	Scheduling of the use of the stadium will be the joint responsibility of the Contractor and the DVA.	<i>Sharing Partner will hold primary calendar - DVA will have access to calendar - usage not to be unreasonably withheld.</i>
10.	Item 8 - the word "UCLA" in the second sentence should be replaced with "lessee" or accepted term.	Item 8 states: Improvements to the grounds and stadium must be requested in writing and will require written approval of the DVA. Ownership of improvements made by UCLA would revert to the DVA upon completion and acceptance. Contractor agrees to provide the Capital Improvements indicated on Attachment F at their own expense.	Item 8 states: Improvements to the grounds and stadium must be requested in writing and will require written approval of the DVA. Ownership of improvements made by Sharing Partner would revert to the DVA upon completion and acceptance. Sharing Partner agrees to provide the Capital Improvements indicated on Attachment F at their own expense.
11.	Item 10 - the words "concession" in the first sentence and "game" in the second sentence should both be plural.	Item 10 states: Contractor shall operate the concession in connection with the Contractor's intercollegiate baseball game schedule at the Stadium. The DVA shall share in the revenue generated from the gross sales in accordance with the fee structure established in the Contractor's attached fee schedule.	Item 10 states: Contractor shall operate the concessions in connection with the Contractor's intercollegiate baseball games schedule at the Stadium. The DVA shall share in the revenue generated from the gross sales in accordance with the fee structure established in the Contractor's attached fee schedule.

<p>12.</p>	<p>Items 11 and 12 - both of these clauses are new and contrary to a "sharing agreement". These both sound like additional uses to the stadium (as noted in #8) and could fall within those guidelines. I don't want our relationship to become competitive in terms of stadium marketing and usage. It has not been in the past. If an outside event is booked into the stadium, we have been responsible for management (i.e. providing staff) to administer that event. Items 11-13 deserve additional discussion.</p>	<p>Item 11 states: In the event that the Stadium is not booked, the DVA reserves the right to use and/or book the Stadium at their discretion for their own functions. Any revenue generated by DVA sponsored events will not be shared with the Contractor. In the event that the DVA sponsors an event, DVA may engage the services of the Contractor to operate the Stadium. Contractor would be reimbursed pursuant to rates proposed in Contractor's price proposal which will be incorporated into this agreement. The VA will provide Contractor with advance written notice of its desire to use the Stadium. The period of advance notice will be negotiated and mutually agreed upon at the commencement of the Enhanced Sharing Agreement.</p> <p>Item 12 states: This Enhanced Sharing Agreement is exclusive of and apart from any DVA contracted filming ["location"] agreements. The VA will not share revenue generated by filming ["location"] agreements with the Contractor.</p> <p>Item 13 states: Contractor shall provide staffing that is fully qualified and trained in the operation of all equipment installed in the Stadium as described in Attachment "A". ..</p>	<p>30 days subject to negotiation</p> <p>60/40</p> <p>VA Sponsored %</p>
<p>13.</p>	<p>General Marketing Requirements - this clause is directly at marketing of events that take place in the Stadium. The term "first class venue" in terms of quality of promotion needs definition.</p>	<p>Generally, the print/display marketing requirements are that of a first class venue.</p>	<p>The DVA requires that all print/display marketing information be in such a manner that the DVA and all affiliates are viewed in a positive manner.</p>

6. ~~the~~ "day of event"

6. load in

6. load out days

discuss in

Made

Language

<p>14.</p>	<p>Miscellaneous Requirements:</p> <p>What does the DVA think is "DVA provided equipment" I understand that attachment "A" is to be mutually established later.</p> <p>The wording regarding the "base building maintenance" that is being offered is not consistent with Attachment G, item (6)</p> <p>What "theatrical equipment" would be at the stadium?</p> <p>A written condition report every three months should be annual.</p> <p>Key access needs additional discussion. UCLA currently keys the stadium and provides keys to DVA and would like to continue that practice in order to control security of consumable inventories.</p> <p>The "Independent contractor, engaged for the sole purpose" is not applicable and should be taken out.</p>	<p>At commencement of contract, DVA and Contractor will mutually establish an inventory and condition report of all DVA provided equipment.</p> <p><u>Attachment G (6) states:</u> That the Sharing Partner shall be responsible for the cost of all utilities, repairs and maintenance associated with the use of the premises. The Government shall be responsible for providing and maintaining all utility connections to the premises.</p> <p><u>Miscellaneous Requirements:</u> The Contractor will be responsible for providing a written report to the DVA as to the condition of the Stadium. This report will detail the condition of all DVA provided theatrical equipment and the overall condition of the premises. This report will be provided at intervals no less than every three months.</p> <p><u>Miscellaneous Requirements:</u> The Contractor will be responsible for providing a written report to the DVA as to the condition of the Stadium. This report will detail the condition of all DVA provided theatrical equipment and the overall condition of the premises. This report will be provided at intervals no less than every three months.</p> <p><u>Miscellaneous Requirements:</u> The DVA will issue to the Contractor keys for the opening and closing of the Stadium. The Contractor will not be allowed to duplicate these keys and will be responsible for the keys at all times. Should the keys be lost or stolen, the Contractor will bear the cost of re-keying the Stadium premise. Contractor may not issue any keys to any persons not identified to DVA.</p> <p><u>Miscellaneous Requirements:</u> The Contractor is an independent contractor, engaged for the sole purpose of performing the services described in the agreement.</p>	<p><i>- If it is an improvement req. VA owned / provided</i></p> <p><i>minor</i></p> <p><i>The Contractor will be responsible for providing a written report to the DVA as to the condition of the Stadium. This report will detail the condition of all DVA provided theatrical equipment and the overall condition of the premises. This report will be provided at intervals no less than every three months.</i></p> <p><i>COTR</i> <i>JOHN Fitzgerald</i></p> <p><i>UCLA will</i> <i>Key provide COTR = Key.</i></p>
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Sharing partner does not mean an employee of the other party

15.	Personnel- our personnel policies do not allow us to give background information on our employees, (i.e. education and professional.	Page 11 Personnel/Key Personnel: Generally states; Contractor shall notify the Contracting Officer in writing at least fourteen (14) days in advance and shall submit the name of the proposed substitute individual with a description of his/her educational and professional background.	<i>OK - Names only</i>
16.	Attachment E - A better defined map with a written description of the area of land and defining streets is needed.	Generally, a site map was inserted into the proposal package.	

<p>17.</p>	<p>Attachment G:</p> <p>Item 7 -we would like to add "not to be unreasonably withheld" in the approvals by the VAMC Director.</p> <p>Item 8 - Would like this to be consistent with #6 above.</p> <p>Item 9 - in the third sentence after "adjustment in rent (if applicable)", we would like to add "in favor of the lessee".</p> <p>Item 13 - Indicates lease expiration or termination. We would like to have a clause in this lease indicating a mechanism for renewing the lease.</p>	<p>That the Sharing Partner shall neither transfer, nor assign this Enhanced Sharing Agreement or any property on the demised premises, nor sublet the demised premises or any part thereof, or any property thereon, nor grant any privilege whatsoever in connection with this Enhanced Sharing Agreement, without submitting request in writing 30 days in advance, for approval by the VAMC Director. The terms of this paragraph shall not apply to contracts with third parties in connection with Sharing Partner use and management of the premises.</p> <p>That this Enhanced Sharing Agreement may be terminated for cause by either party upon 90 days notice computed from the date of mailing.</p> <p>That in the event the Government terminates this Enhanced Sharing Agreement, or in any other manner materially reduces or increases the area covered thereby prior to the date of expiration thereof, an equitable adjustment in the rent, (if applicable), utilities or services paid thereafter to be paid under this Enhanced Sharing Agreement shall be made.</p> <p>That, on or before the date of expiration of this Enhanced Sharing Agreement, or its termination by the Sharing Partner, or its revocation by the Government, the Sharing Partner shall vacate the demised premises, remove the personal property of the Sharing Partner therefrom and at the option of the Government, remove the fixtures therefrom and restore the premises to as good order and condition as that existing upon the date of commencement of the term of this Enhanced Sharing Agreement, damages beyond the control of the Sharing Partner and due to fair wear and tear excepted. ..</p>	<p>OK ✓</p> <p>OK ✓</p> <p><u>no change</u></p> <p>Cap @ 5 yrs. 5 renewal option 5 more compensation</p>
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<p>17. (cont.)</p>	<p>Item 17 - we are tax exempt entity and would like to insert the wording "unless tax exempt" at the end of the first sentence? Also, in the 12th sentence, a space is needed before the word "hold".</p> <p><i>taxes collected and turned over to State?</i></p> <p>Item 19 - in the first sentence, the word "us" should be "use".</p>	<p>That the Sharing Partner shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments and similar charges, which at any time during the term of this Enhanced Sharing Agreement, may be taxed, assessed or imposed upon the Government or upon the Sharing Agreement, with respect to or upon the Enhanced Sharing Agreement premises. In the event any taxes, assessments, or similar charges are imposed with the consent of the Congress upon property owned by the Government and included in this Enhanced Sharing Agreement (as opposed to the Enhanced Sharing Agreement hold interest of the Sharing Partner therein), this Enhanced Sharing Agreement shall be renegotiated so as to accomplish an equitable reduction in the rental provided above, which shall not be greater than the difference between the amount of such taxes, assessments or similar charges which were imposed upon such sharing Partner with respect to this Enhanced Sharing Agreement interest in the premises prior to the granting of such consent by the Congress; provided that in the event that the parties thereto are unable to agree within 90 days from the date of the imposition of such taxes, assessment or similar charges on a rental which in the opinion of the said officer, constitutes a reasonable return to the Government on the Shared Property, then in such event, the said officer shall have the right to determine the amount of the rental, which determination shall be binding on the Sharing Partner subject to appeal.</p> <p>Any activity, program or use made of the property by the Sharing Partner will be in compliance with the provisions of Federal Acquisition Regulation section 52-222-26, Equal Opportunity, a copy of which is attached hereto as Attachment H, and made part hereof.</p>	<p>Any activity, program or use made of the property by the Sharing Partner will be in compliance with the provisions of Federal Acquisition Regulation section 52-222-26, Equal Opportunity, a copy of which is attached hereto as Attachment H, and made part hereof.</p>
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<p>18.</p>	<p>With regard to the "Fee Schedule", we would prefer to keep the arrangement as we now have it. That being a 50% share of concession net revenue, a 50% share of net event rental revenue, ALL parking sales are sold by DVA and retained by DVA (provisions for parking passes to UCLA for NCAA Baseball games in South Lot), as well as execution and commensurate cost of all items outlined in the "Requirements and Scope of Work", Marketing, Miscellaneous, and Attachments F and G. This amounts to a cumulative potential net worth to the DVA of over \$130,000 annually. In addition, we could certainly submit our hourly rates for support services to you as requested at the bottom of the schedule.</p>	<p>See attachment</p>	<p>Cash - 30k 60/40 split on all other revenue</p>
<p>Closing</p>	<p>With regard to the extension, we would like to extend the current lease until the end of May, 1999, (end of current baseball season). Since the current lease is a combination of fee payments, capital improvements and DVA capital opportunities, it is rather difficult to assess a monthly dollar value to this extension. We are proposing that we commit to capital improvements within the stadium in order to satisfy payment for the extended period of time. The VA seating area and outfield netting (with an aggregate cost of \$40,000) would be two projects that could be targeted. We will be happy to discuss this option with you on Wednesday at 1:00pm when we join you for a meeting.</p>		<p>Dic</p>

Wilson, Jon

From: Achen, Alan
Sent: Monday, September 27, 1999 10:26 AM
To: Wilson, Jon
Subject: RE: Enhanced Sharing Agreement - Jackie Robinson Stadium

It looks like 48 grand in fixed income per year and 50% on all revenues generated other than baseball. Much better than before and they are picking up some other costs too. That is much better than the zero we were getting. Approved. Alan K. Achen

-----Original Message-----

From: **Wilson, Jon**
Sent: Monday, September 20, 1999 8:21 PM
To: Achen, Alan; Happy, Brian J.; Fitzgerald, John E.
Subject: Enhanced Sharing Agreement - Jackie Robinson Stadium

Here is (hopefully) the final draft of the Jackie Robinson Stadium agreement.

A last couple of issues remain to be worked out but I would like your review and input so that I can wrap this up.

Outstanding issues:

Parking permits for VA at UCLA.

Remittance of rents and shared revenue. UCLA is seeking annual remittance.

Please review that attached agreement and provide me with your input as soon as possible. It would be nice to have this agreement behind us.

<< File: UCLA ESA DRAFT II.doc >>

Jon M Wilson

Contract Specialist

Telephone: (562) [REDACTED]

Pager: (949) [REDACTED]

Facsimile: (562) 494-5828

Sharing and Purchasing Office (175) • Veterans Health Administration
Department of Veterans Affairs Headquarters
(202) 273-8410

July 28, 2000

FAX TO Mr. John Wilson, Contracting Officer, VAMC
Long Beach, CA (562) 494-5828

Subject: Technical and Legal Review of your proposed HCR Contract for
Sale of Space Services (RFP Unknown) [Our Contract
Control Number: FY2000-257]

We recently received the enclosed Technical Review comments from the Director, Acquisition Resources Service (95A) and Legal Review comments from the Assistant General Counsel (025C) concerning the above referenced proposed contract.

Please be sure to incorporate all of these required changes into your final contract. Once this is done, kindly E-mail me a copy of the revised contract, or a contract amendment, for a quick final review and approval [bbarbee@mail.va.gov]. Attach a note to the revised contract stating that you have made all of the required changes - or tell us why not.

Do not hesitate to contact this office or any of the individual contract reviewers named in the enclosed reviews.



Kenneth Link/Jozetta Butler

Enclosures: Four Pages

**Department of
Veterans Affairs**

Memorandum

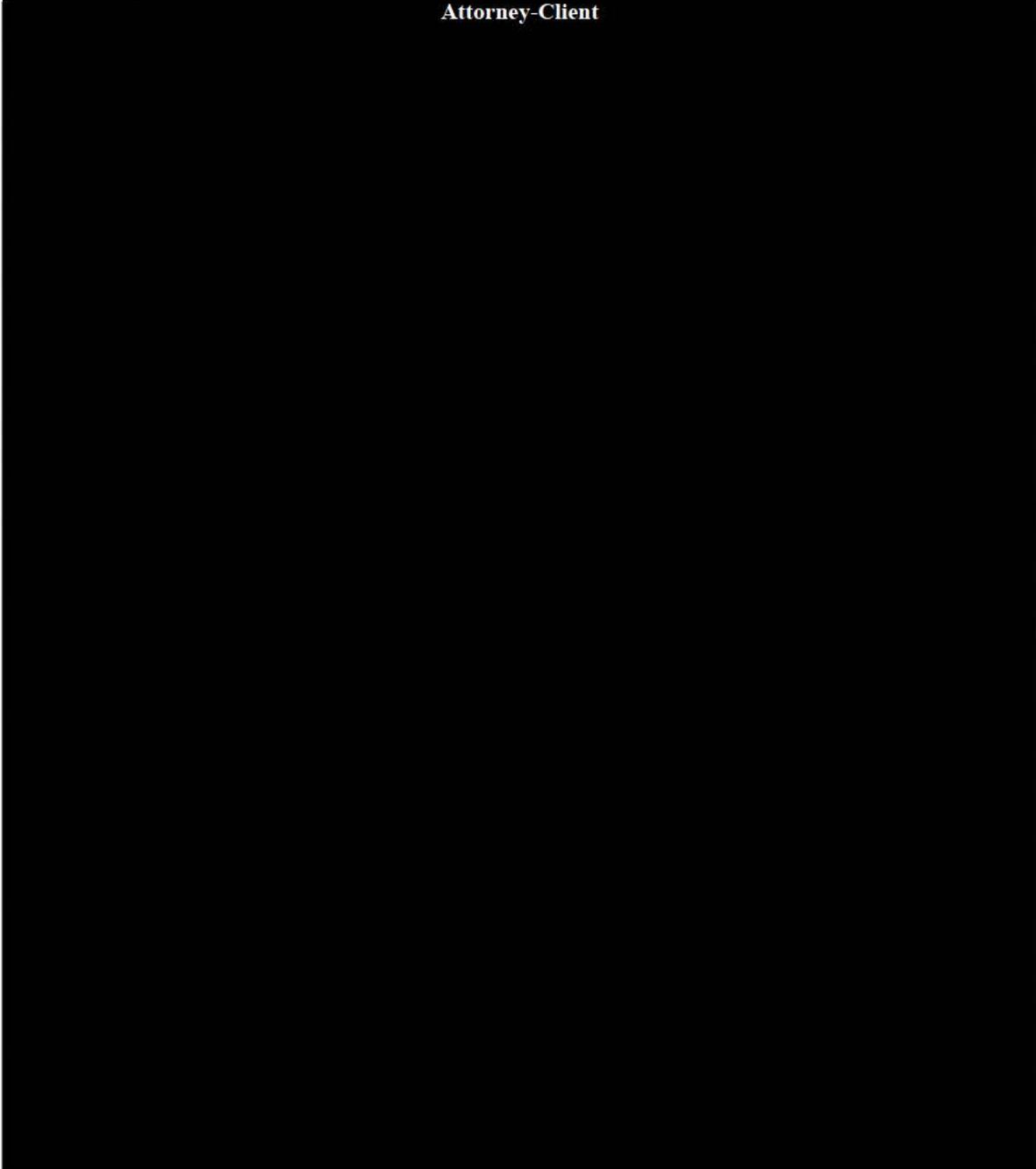
Date: JUN 20 2000

From: Assistant General Counsel (025)

Subj: Legal Review, Use of Space Agreement for Jackie Robinson Stadium

To: Director Acquisition Resources Service (95A)

Attorney-Client



Director, Acquisition Resources Service (95A)

Legal Review, Proposed Sale of Building Space Services, VA Greater Los Angeles
Healthcare System and UCLA
Assistant General Counsel (025)

1. We received the solicitation for the sale of building space (Jackie Robinson Stadium) on March 10, 2000, and are forwarding the proposed selling contract for legal review in accordance with VAAR 801.602-70. We offer the following comments:
2. The Contracting Officer should ensure that the contract file includes a certification from the VISN or medical center director that all of the conditions in VHA directive 97-105, dated March 12, 1997, regarding "selling" services have been met.
3. The contract file should include a market survey that determines how the VA arrived at fair and reasonable costs (see Page 37) Why will there be no revenue sharing with UCLA baseball games?
4. On Page 1, we are concerned with Item B, Resources to be shared, the description is vague, what real property and who are the associated personal? Is sharing of real property allowable under Title 38, U.S.C. 8153?
5. On page 8, other than for baseball games, what else will the stadium be used for?
6. Based on the Memorandum dated March 1, 2000, we defer all other comments to the Office of the General Counsel.
7. Please direct any questions to Sue Penn at (202) [REDACTED]

Kay T. Ely

Attachment:

CONCUR: _____ (025) _____ Date

cc: 90RF 95RF
SPENN: 3/23/00 Log# 88 fy2000/257 95A 95



A Division of VA Western Pacific
Healthcare Network

Self-Certification Review Checklist Enhanced Sharing Contracts

Contract Number : V691S-287

Sharing Partner Name: The Regents of the University of California (JR Stadium)

Contract Amount: \$560,000

Contract Type: Enhanced Healthcare Sharing Agreement

Reviewed by: Ralph D. Tillman

Signature/Date: May 14, 2001

Item	Yes	No	N/A	Comments
Is a copy of the executed contract available in the contract file?	X			
Does the contract include the following terms:				
<ul style="list-style-type: none"> • The ability to cancel/amend the contract if the terms result in VA failing to meet requirements of law. • The time period covered by the contract. • The liability assumed by VA for failure to perform. • Other terms such as quantities, deadlines, quality issues, hours of operation, manpower commitments and ability to deliver services as required? • If the contract is for the use of equipment, does it address the responsibility for equipment maintenance or loss? 	X X X X X			
Is concept approval from VACO Rapid Response Team documented in the contract file?	X			
Is the contract for the sale of VA inpatient services for non-veterans? If so, was the permission of the Undersecretary for Health and Secretary of VA obtained and documented in the contract file?			X	
Is the basis of pricing included in the contract file?		X		
Does documentation exist to support local market rates assessment?		X		

**Self-Certification Review Checklist
Enhanced Sharing Contracts.**

Item	Yes	No	N/A	Comments
Does the contract recover full cost?	X			
Is the full cost data included in the contract file?		X		
What is the source of cost information used for pricing?				25 Year Land Use Plan
If full cost is not recovered, what cost components are excluded from pricing consideration?			X	
What is the justification for not recovering full cost? <ul style="list-style-type: none"> • The services or goods are being sold to maintain essential clinical skills or to continue programs essential to the veteran population. • Prices are set by law or executive order and are not based on full cost or market price. • Other 				
Is the market price being charged? If so: <ul style="list-style-type: none"> • Was the justification for using market price fully documented in the contract file? • Does the contract recover at least the local direct costs, i.e. fixed direct variable supply and variable labor costs? 	X			
Is the Regional Counsel's approval documented in the contract? If yes, review the results.	X			
What is the composition of the business team?				Director, Asset Management & Staff, CFO, And Regional Counsel
Does the contract file contain a written recommendation from the Business Team to the VISN or Medical Center Director on whether to sell the resources and that the proposal meets the provisions of laws, regulations and policies?		X		
If the contract value is more than \$500,000 was the General Counsel's approval obtained?		X		
Are the services of the veterans in the Compensated Work Therapy (CWT) Program used in performance of this contract? If so, was CWT program reimbursed for the veterans' time?			X	
Does the contract file contain a copy of the Marketing Plan?		X		
Was the contract revenue recorded in the general ledger?	X			
Can revenue be tracked back to the specific products sold?			X	

**Self-Certification Review Checklist
Enhanced Sharing Contracts.**

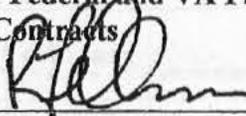
Item	Yes	No	N.A	Comments
What billing and collection procedures are used?				Business Affairs Office
What systems are used to record accounts receivable?				Recurring Alternative Revenue Report
Are provisions made for uncollectable accounts?	X			
Is the debtor being provided with due process notification?	X			

Self-Certification Review Checklist

Enhanced Sharing Contracts.

**Certification of Compliance with Federal and VA Pricing Guidelines for VHA
Enhanced Health Care Sharing Contracts**

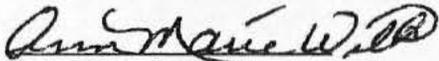
Approved/Certified by: _____


Ralph D. Tillman,
Director, Asset Management
Greater Los Angeles Healthcare System

Part I: Certification of Compliance

I, Ann Marie Wilk, Chief Financial Office, certify that the pricing policies for Greater Los Angeles Healthcare System materially X comply/_____ do not comply with VHA Directive 97-015, Enhanced Health Care Resources Sharing Authority and OMB Circular A-25, User Charges and the Chief Financial Officers Act of 1990 (P.L. 101-576) (CFO Act). I further certify that I have reviewed and understand how these authorities apply to enhanced Health Care Sharing contracts entered into by this facility. Instances where this facility does not comply with Federal and VA pricing policies are disclosed under the certification for compliance with the Statement of Federal Accounting Standards Nos. 4 and 7 (See Bulletin O1GC2.093, Self Certification Compliance with Statement of Accounting Standards Nos. 4 and 7 for VHA Stations).

Name: _____


Ann Marie Wilk

Title: _____

Chief Financial Officer

Facility: _____

Greater Los Angeles Healthcare System

Date: _____

11/13/02

Telephone Number: (310) _____

██████████

**Department of
Veterans Affairs**

Memorandum

Date: NOV 18 2008

From: Under Secretary for Health (10)

Subj: Decision Document – West Los Angeles Renewal of the University of California, Los Angeles (UCLA) Sharing Agreement for Jackie Robinson Stadium (WebCIMS 417466)

To: Secretary (00)

1. ISSUE:

The University of California, Los Angeles (UCLA) wishes to modernize and make improvements to the Jackie Robinson Baseball Stadium, which is located on the West Los Angeles campus of the VA Greater Los Angeles Healthcare System (GLAHS). UCLA asserts that these improvements are important to their athletic recruiting efforts, and have stated that donors are ready and willing to finance the renovation but are unwilling to officially commit because UCLA's use of space sharing agreement with VA will expire on April 30, 2011. As a result, UCLA has requested renewal of the sharing agreement prior to its expiration, for an initial period of 20 years with a 10 year option totaling a 30 year agreement. This agreement is not related in any way to the GLAHS affiliation with the UCLA School of Medicine. The primary benefit to VA or veterans is from the yearly revenue of approximately \$60,000 and free admission to games.

2. BACKGROUND:

The Secretary and other VACO officials have reviewed and approved an "Action Plan" for the development of a Master Plan for the West LA campus. Senator Feinstein, Congressman Waxman and Los Angeles County Board Supervisor Zev Yaroslavsky have been actively engaged in communicating with VA about their views on the Master Plan. Jay Halpern, Network and facility leadership met with representatives of these elected officials to work on the framework for the Master Plan in September and October 2008. Recent discussions have resulted in significant progress and the framework to complete the Master Plan has been conceptually agreed upon - with the exception of how to handle current sharing agreements.

Throughout the Master Planning discussions, the VA has held the position that current sharing agreements would continue until they individually expire with renewal based upon meeting the criteria established in the Master Plan. The elected officials do not agree with VA's position that all current sharing agreements will continue until they individually expire. They have voiced their opposition to certain current agreements wanting those terminated immediately despite the cost to VA while voicing support for selective agreements that benefit the surrounding community such as UCLA. VA's

Decision Document – West Los Angeles Renewal of the University of California, Los Angeles (UCLA) Sharing Agreement for Jackie Robinson Stadium

position has been that the same criteria and process should be applied to each of the current agreements upon expiration and there should not be a preferential process applied to a select few. Premature termination of current sharing agreements would potentially hold the VA responsible for substantial monetary damages and significant revenue loss. One of these current agreements is with Fox Entertainment Group, which if terminated, VA will lose an opportunity for Compensated Work Therapy jobs for veterans, an estimated \$10 million dollars in revenue and, if terminated for convenience, VA would be forced to repay \$500,000.

At the September meeting and a subsequent meeting with UCLA, VA's position was clearly communicated that the renewal of current sharing agreements would be placed on hold until a Master Plan was established.

3. OPTIONS AND ANALYSIS:

OPTION A — Approve the renewal of the sharing agreement for Jackie Robinson Stadium, in advance of completing the guiding principals and reuse criteria for the West LA Master Plan.

VA should not disapprove of renewing the sharing agreement with the university, which could potentially harm UCLA's baseball program.

OPTION B — Place a hold on the renewal of the UCLA sharing agreement until the guiding principals and reuse criteria are established through the Master Plan and available for consistent application to all agreements.

VA should not change its current position on the renewal of current sharing agreements. The UCLA agreement should not be an exception to that position as it has no impact on veteran care. Selective approval of agreements does not benefit VA and greatly reduces the incentives to reach a timely agreement on the Master Plan. Changing VA position at this point undermines local management and the work completed to date on the Master Plan. GLAHS and Network 22 support this option to avoid a perception of preferential treatment of one group and to maintain a unified position. If an exception is to be made it should be for an agreement that has a significant positive impact on veteran care.

OPTION C — Negotiate with the elected officials to accelerate the Master Planning process to include acceptance of all current sharing agreements (including the Fox agreement) and proposed reuse criteria such that the UCLA agreement and others can be addressed in a fair and uniform manner.

Decision Document – West Los Angeles Renewal of the University of California, Los Angeles (UCLA) Sharing Agreement for Jackie Robinson Stadium

The UCLA agreement is one of several agreements that is strongly supported by the elected officials as it benefits their most powerful constituents. They will be more willing to negotiate completion of a Master Plan sooner if they see a direct benefit to their constituents and there is an urgency associated with meeting their needs. It is estimated that the Master Plan could be completed within 6 months if accelerated. VA, UCLA and elected officials all benefit by having this and other agreements approved through a Master Planning Process. Any other method of approval raises suspicions and concerns especially in this case where there is no direct benefit to veteran care.

4. **RECOMMENDATION:** I recommend approval of option B.

Michael J. Kussman

Michael J. Kussman MD, MS, MACP

DECISION:

APPROVE: OPTION B

James B. Peake
James B. Peake, M.D.
Secretary of Veterans Affairs

 11/30/08
Date

Scheduling meeting with: _____

Comments: _____

ATTACHMENT:

UCLA Jackie Robinson Stadium Existing Sharing Agreement (ESA)



Date: June 11, 2012
From: Chief Communications and External Affairs (691/00PA)
Subj: Request for Approval to Enter into an Enhanced Sharing Agreement – UCLA
Jackie Robinson Stadium
To: Network Contract Manager, VISN 22 Network Contracting Office (NCO22)
Thru: Chief Financial Officer, VA Greater Los Angeles Healthcare System (691/04)
Director, VA Greater Los Angeles Healthcare System (691/00)
Capital Asset Manager, VA Desert Pacific Healthcare Network (10N22)
Network Director, VA Desert Pacific Healthcare Network (10N22)

1. In accordance with VA Directive 1660.1 – Enhanced Health Care Resources Sharing Authority - Selling, VHA Handbook 1820.1 – Sharing Use of Space and, Title 38 U.S.C. 8153, this memorandum serves as an endorsement for entering into an Enhanced Sharing Agreement for use of Jackie Robinson Stadium by The Regents of The University of California.
2. UCLA currently utilizes the 7.35-acre baseball stadium on the east side of the WLA campus for their baseball program. This agreement is for the use of the Jackie Robinson Stadium and adjacent land and parking for UCLA's baseball activities. The site includes a baseball stadium with fixed concrete seating, and a concession stand, training areas, clubhouse with administrative offices, maintenance buildings, batting cages and a parking lot. The proposed period of performance is Five (5) years with one (1) five (5) year option totaling a ten (10) year agreement. GLA intends to negotiate for \$230,000 annual rent billed on a monthly basis with an annual 3% Consumer Price Index increase. The total revenue over the life of the contract is an estimated **\$2,636,692.24**. In addition, Sharing Partner will be responsible for all utility costs.
3. For additional information, please contact Jeff Blake, Associate Chief, Office of Communications and External Affairs at (310) 478-3711 x [REDACTED]

Ralph Tillman

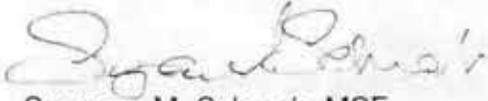
Attachments:

- 1) Concept Paper
- 2) Negotiation Strategy

Subj: Request for Approval to Enter Into an Enhanced Sharing Agreement – UCLA
Jackie Robinson Stadium

CONCURRENCES:

Recommend Approve/Disapprove



Suzanne M. Schmeh, MSF
Chief Financial Officer, VA Greater Los Angeles Healthcare System

Recommend Approve/Disapprove



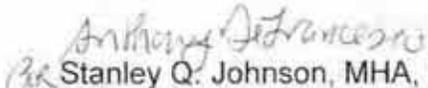
Donna M. Beiter RN, MSN
Director, VA Greater Los Angeles Healthcare System

Recommend Approve/Disapprove



Majed Ibrahim
Capital Asset Manager, VA Desert Pacific Healthcare Network

Approve/Disapprove



Stanley Q. Johnson, MHA, FACHE
Network Director, VA Desert Pacific Healthcare Network

Approve/Disapprove



Kevin Blanchard
Network Contract Manager, VISN 22 Network Contracting Office

**II.D.3.
EXECUTED AGREEMENT**

**Network Business Center
VA Greater Los Angeles Healthcare System, WLA
Enhanced Health Care Resources Sharing Agreement**

1. **Sharing Agreement:** This document (V6915-287) is a Sharing Agreement pursuant to Title 38, U.S.C. Section 8153.

a. **Parties:** The Regents of the University of California, hereinafter referred to as Sharing Partner ("Sharing Partner") and **VA Greater Los Angeles Healthcare System, West Los Angeles ("DVA")**.

This document provides for the use by the Sharing Partner of **DVA's** building space, land use and/or other resources, as specified in subparagraph 1B below. Intending to be legally bound, and for the consideration set forth below, the DVA and the Sharing Partner hereby covenant and agrees as follows:

b. **Resources to be shared ("Performance Area"):**

That specific area of land commonly known as the "Jackie Robinson Stadium", (hereinafter "Stadium" or "Performance Area"), located on approximately 7.35 acres of the grounds of the Department of Veterans Affairs, Greater Los Angeles Healthcare System, 11301 Wilshire Blvd., Los Angeles, CA 90073, and further demonstrated as "Attachment B".

c. **Period of Performance:** A five (5) year term commencing on May 1, 2001 and terminating on April 30, 2006, with one (1) option permitting the Sharing Partner to renew the Sharing Agreement for five (5) years. Notification to exercise the renewal option shall be given no less than ninety (90) prior to the end of this Sharing Agreement or any extension thereof.

d. **Pricing and User Fee(s) Terms:** Sharing Partner shall pay the User Fees stated on "Attachment C" of this agreement.

e. **User Fees:** The Sharing Partner shall make all User Fees payable to Department of Veterans Affairs, referencing this Sharing Agreement. The Sharing Partner shall submit said User Fee(s) in advance due annually on the 15th day of July during the Period of Performance and User Fee(s) will be considered late if not paid by the 25th day of July. User Fee(s) shall be in the form of a certified or cashier's check, bank draft, bank check, or US Post Office Money Order and delivered to:

Department of Veterans Affairs (-or-)
Building 500, Room 1406
Attention: Agent Cashier
11301 Wilshire Blvd.
West Los Angeles, CA 90073

Department of Veterans Affairs
P.O. Box 240072
Los Angeles, CA 90024-9172

f. **Authorization to Act on Behalf of the DVA:** The Contracting Officer (hereinafter: "CO") is the only Government official who shall be authorized to handle contractual matters involving changes, direction, work, and money. The CO shall give all direction for these areas. Nothing is to be decided without consultation with the CO.

- g. Restriction:** DVA prohibits the use of DVA property for the purpose of carnivals (i.e., amusement rides of any kind and animal displays/acts). The DVA prohibits the parking of vehicles on grass and tree areas of the grounds, unless prior approval of the DVA has been obtained and such approval is incorporated into this Sharing Agreement. The DVA prohibits the carrying of firearms by any person(s) employed or hired by the Sharing Partner, other than duly sworn law enforcement personnel such as LAPD, LA County Sheriff, or University of California Police Department. No explosive devices, smokescreens, etc. will be permitted on Government property. No tobacco smoking is permitted in Government buildings. Photography within patient areas or of patients is strictly prohibited. There will be no disruption of Medical Center operations. The sale, or consumption of alcohol is strictly prohibited on DVA property.
- h. Security:** The DVA shall provide security, and may patrol the Performance Area. Should other security arrangements be necessary, this Sharing Agreement will be amended to specify such arrangements. Inspections by the CO, the CO's Technical Representative (COTR) or VA GREATER LOS ANGELES HEALTHCARE SYSTEM, West Los Angeles Security Police may be conducted during the Period of Performance by appointment, with the exception of an emergency.
- i. Insurance and Liability:**
1. The Sharing Partner shall provide a minimum of \$1,000,000.00 (One Million Dollars) Liability Insurance prior to commencement of Period of Performance, and such insurance will be effective throughout Period of Performance. Proof of such insurance, in the form of a Certificate of Self Insurance, shall be hand-delivered or mailed to the CO prior to commencement of this Sharing Agreement. The parties acknowledge that the self-insurance program of the Sharing Partner satisfies the insurance requirements of the Sharing Agreement.
 2. The DVA shall not be liable for either damages to property or injuries to persons which may arise from or be incident to the use and occupation of the Performance Area, or for damages to the property of the Sharing Partner, or for damages to the Performance Area or for injuries to the person of the Sharing Partner's officers, agents, servants, employees, or others who may be on said Performance Area at their invitation or the invitation of any one of them, that are not caused by the DVA activities or DVA employees acting within the scope of their employment as determined by the Attorney General of the United States.
 3. Any property of the DVA damaged or destroyed by the Sharing Partner incident to the Sharing Partner's use of the Performance Area shall be promptly repaired or replaced by the Sharing Partner to the satisfaction of the CO, or in lieu of such repair or replacement, the Sharing Partner shall, if so required by the DVA, pay to the DVA an amount sufficient to compensate for the loss sustained by the DVA by reason of damages to or destruction of DVA property. Any monetary compensation shall be made payable to DVA and forwarded by the Sharing Partner to the Agent Cashier, VA Greater Los Angeles Healthcare System.
- j. Pre-existing Conditions:** Sharing Partner will ensure the Performance Area is restored to pre-existing conditions (fair wear and tear or catastrophic event excepted) at expiration of this Sharing Agreement.

2. General terms and conditions shall be as follows:

- a. Relationship:** The relationship of the parties is not and shall not be construed or interpreted to be partnership, joint venture, employment relationship or agency.

- b. Termination:** Either party may terminate this Sharing Agreement, with one hundred eighty (180) days written notice, for Cause, by decree of Public Law or the Declaration of a Federal, State or Local Emergency. In the event of termination, the Sharing Partner shall be responsible for User Fees of all services rendered by the DVA, prior to the effective date of termination. In the event that this termination clause is exercised, each party will bear their own costs associated with the termination and will not seek damages or compensation from the other party.

The VA may terminate this agreement, or any part thereto, for cause in the event of a material default by the Sharing Partner which is not cured within thirty (30) days of receipt from the VA of a written notification of any such default. If any such default cannot practically be cured within said thirty (30) day period, it shall be deemed cured if during said thirty (30) day period the Sharing Partner gives the VA written assurances that said default will be cured and Sharing Partner commences to cure said default during said thirty (30) day period and proceeds in good faith to complete said cure. A material default shall include any failure by the Sharing Partner to make payments as required hereunder or any failure or refusal by the Sharing Partner to follow VA regulations or reasonable instructions from the Contracting Officer concerning the use of space.

- c. Modification:** This Sharing Agreement may need to be modified during the term. All modifications shall be in writing and, except for termination, have the written consent of both parties.
- d. Governing Law:** This Sharing Agreement shall be governed, construed, and enforced in accordance with Federal law.
- e. Sharing Agreement Disputes:** All disputes arising under or relating to this Sharing Agreement shall be resolved in accordance with this clause
1. As used herein, "controversy or claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising or relating to the Sharing Agreement.
 2. Any controversy or claim arising out of or relating to this Sharing Agreement on behalf of the Sharing Partner shall be presented initially to the CO for consideration. The CO shall promptly furnish a written reply on the claim to the Sharing Partner.
 3. 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 forth in the Alternative Disputes Resolution Act of 1996, and judgement upon any award rendered by the Arbitrator(s) may be entered into any court having jurisdiction thereof.
- f. Use of the VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES's Name (Advertising):** Sharing Partner shall not use any marketing material, logo, trade name, service mark, or other materials belonging to DVA, directly or indirectly, in any form of advertising without the written consent of the DVA. (Endorsements (advertising) subject to 5 C.F.R. 2635.702)

- g. Indemnification:** Sharing Partner shall hold harmless and indemnify DVA from any and all claims, losses, damages, liabilities, costs, expenses, or obligations arising out of or resulting from Sharing Partner's wrongful or negligent conduct in the performance of this Sharing Agreement, but only in proportion to and to the extent that such claims, damages, expenses, or liabilities arise from the negligence or willful acts or omissions of the Sharing Partner, its officers, agents/contractors, partners, or employees.

DVA will to the extent permitted by the Federal Tort Claims Act, indemnify and hold harmless Sharing Partner from and against any claims, demands, or causes of action caused by DVA personnel in carrying out their responsibilities.

h. Other Terms/Requirements:

1. Sharing Partner shall comply with DVA signage policy as indicated on Attachment "A".
2. Courtesy to patients, visitors and employees is MANDATORY.
3. The Sharing Partner represents that it has inspected and knows the condition of the Performance Area and accepts it in its "as-is" condition.
4. The Sharing Partner shall comply with all applicable laws, ordinances, and regulations of the State of California and the City of Los Angeles, with regard to construction, sanitation, licenses or permits to do business, and all other matters applicable to the Sharing Partner.
5. Any activity, program, or use made of the Performance Area by the Sharing Partner shall be in compliance with the provisions of the Federal Acquisition Regulation, Section 52.222-28, Equal Opportunity, which states in part that the Sharing Partner shall not discriminate against any contractor or employee working for the Sharing Partner on the Shared Property because of race, color, religion, sex, or national origin.
6. Provisions of this agreement shall not adversely affect patient care.
7. The Sharing Partner will have priority use of the stadium for their baseball team. Sharing Partner will provide a schedule of usage by the baseball team to the DVA by November 1st, for each year of this agreement. Sharing Partner shall operate the concessions for all Sharing Partner sponsored events scheduled at the Stadium. Sharing Partner shall bear the cost of all utilities, maintenance, trash removal, and field preparation for those games.
8. All other uses of the stadium by the Sharing Partner will be contingent upon written approval by the DVA.
9. Scheduling of the use of the stadium will be the responsibility of the Sharing Partner. Sharing Partner will maintain the "Master Calendar" and the DVA will refer to Sharing Partner for scheduling.

10. In the event that the Stadium is not booked, the DVA reserves the right to use and/or book the Stadium at their discretion for mutually agreed upon functions. In the event that the DVA sponsors an event, DVA may engage the services of the Sharing Partner to operate the Stadium. Sharing Partner would be reimbursed pursuant to the rates incorporated into this agreement as Attachment C. The DVA will provide Sharing Partner with advanced written notice of its desire to use the Stadium. The period of advance notice will be thirty (30) days and neither party will unreasonably withhold approval.
11. In the event that the DVA uses the Stadium for a DVA sponsored event, the DVA shall compensate the Sharing Partner for consumed utilities and any damages caused during the event. The rate will be calculated on actual consumption and not an average of service.
12. Sharing Partner shall make the Stadium available to the American Legion Summer Baseball League, and shall bear the cost of all utilities, maintenance, trash removal, and field preparation, post game renovation and overhead. Sharing Partner and DVA agree that the total number of games will not exceed fifty (50) games and the total overhead costs paid by the Sharing Partner will not exceed Five Hundred Dollars, (\$500.00) per game.
13. Sharing Partner shall make the Stadium available for up to six Community Service events per year, as specified by the DVA and shall bear the cost of all utilities, maintenance, trash removal, field preparation and overhead. Total aggregate costs for the six events shall not exceed Ten Thousand Dollars, (\$10,000.00). An event shall be defined as the event day and a total allowance of six (6) preparation days and six (6) restoration days shall also be included.
14. Sharing Partner shall have the sole responsibility for the operation, improvements, janitorial, maintenance of the baseball stadium and adjacent parking lot and other duties as defined on Attachments D and E.
15. Improvements to the grounds and stadium must be requested in writing and will require written approval of the DVA. Ownership of improvements made by Sharing Partner would revert to the DVA upon completion and acceptance.
16. Sharing Partner shall make every effort to increase public awareness of the DVA's role in making the premises available to the Sharing Partner and the public. Sharing Partner will develop an information board at the Stadium to update patrons on Veterans Affairs and shall refer to the Stadium in advertisements and programs as being located on the DVA grounds.
17. Sharing Partner shall provide staffing that is fully qualified and trained in the operation of all equipment installed in the Stadium. Sharing Partner shall ensure that all personnel are familiar with emergency evacuation procedures.
18. The Sharing Partner shall be responsible for:
 - Ticket Printing, if applicable.
 - Maintaining all DVA provided Stadium equipment.
 - Complete custodial maintenance of the interior of the Stadium.

- Ensuring that DVA provided Stadium equipment is operated safely.
- Providing an annual written report to the DVA as to the condition of the Stadium. This report shall be due to the DVA on the anniversary date and will detail the condition of all DVA provided equipment and the overall condition of the premises.
- The Sharing Partner will key the premises and provide a master key to the DVA Security Department. Sharing Partner shall be liable for DVA provided equipment that is not properly maintained, damaged due to misuse/abuse, or lost/stolen due to Sharing Partner negligence.

20. Parking:

- The Sharing Partner shall advise the DVA's Parking Lot Management Company of parking needs for all schedule events.
- For events at the Jackie Robinson Stadium, UCLA will utilize parking lot # 15. For overflow parking, UCLA will coordinate with DVA Parking Lot Management Company on a case by case basis.

21. Points of Contact:

Sharing Partner

- | | |
|------------------|---------------------------------|
| 1. Ken Weiner | Associate Director of Athletics |
| 2. Kevin Borg | Facilities Manager |
| 3. Campus Police | Emergency Contact |

DVA:

- | | |
|---------------------|-----------------------------------|
| 1. Ralph Tillman, | Director of Asset Management |
| 2. Theresa Castillo | Asset Coordinator |
| 3. John Fitzgerald | Director of Facilities Management |
| 4. VA Police | Emergency Contact |

- i. **Notification:** All legal notices to be given by either party to the other shall be made in writing, by hand delivery or by registered or certified mail, return receipt requested or by other method reasonably capable of proof of receipt thereof and addressed to the attention of:

DVA Contact Person

Ralph Tillman, Director of Asset Management

11303 Wilshire Boulevard
Building 218, Suite 218C
Los Angeles, CA 90073
Telephone: (310) [REDACTED]
Facsimile: (310) 268-3494

Sharing Partner

The Regents of The University of California
Leasing Manager
C/O UCLA Dept. of Real Estate
10920 Wilshire Blvd., Suite 810
Los Angeles, CA 90024-6502
Telephone: (310) [REDACTED]
Facsimile: (310) 794-2685
Tax I.D.: N/A

With a Copy to:

Ken Weiner, Associate Director Athletics
P.O. Box 24044
Los Angeles, CA 90024

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date(s) indicated below.

DVA:
United States of America
Department of Veterans Affairs
VA Greater Los Angeles Healthcare System,
West Los Angeles

Sharing Partner:
The Regents of The University
of California

By

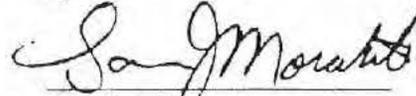


Ralph Tillman
Director of Asset Management

5/14/01

Date

By



Sam Morabito
Associate Vice Chancellor
Business and Financial Services

5/14/01

Date

Attachment Schedule

Attachment A: Signage Policy

Attachment B: Area Map

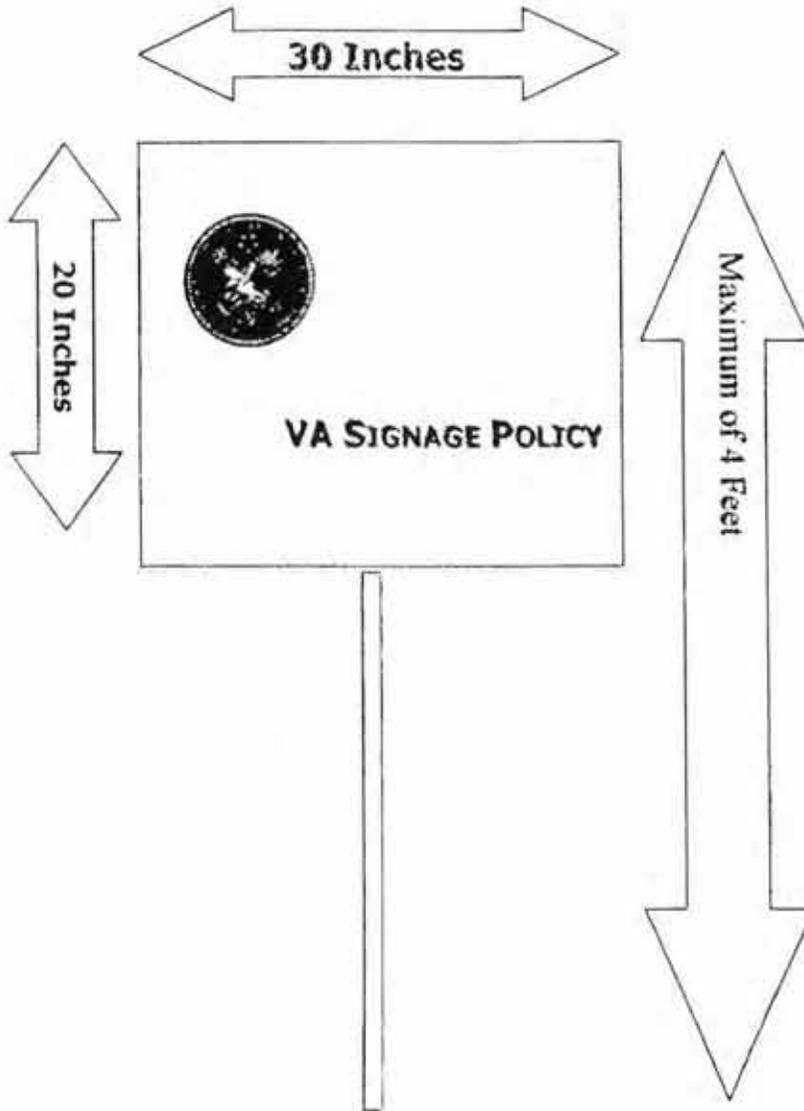
Attachment C: Fee Schedule

Attachment D: Summary of service and utility responsibilities of DVA and
Sharing Partner

Attachment E: Summary of repairs and maintenance responsibilities of DVA
and Sharing Partner

Attachment "A"

Sign Posting for Special Events



Signage indicating events or directions will be constructed of 20" X 30" foam core or poster board mounted on four (4) foot wooden or metal stakes using staples, nails or ties, (nylon or wire twist).

Event signage will flank any existing VA sign by at least 24 inches.

Never place event signage ON or in front of any existing VA signs!

Attachment "B"

Area Map

To Be Supplied by DVA

Attachment "C"

Fee Schedule

The Fee for this Land Use will be Fifty Six Thousand Dollars (\$56,000.00) annually to be paid in advance. The annual due date will be the date of contract award. Years 2 through 10 will include a one (1) percent increase yearly.

In the event that the DVA engages the services of the Sharing Partner to operate the Stadium for DVA sponsored events, the following hourly rates will apply:

Function	Rate year (1)	Rate year (2)	Rate year (3)	Rate year (4)	Rate Year (5)	Rate year (6)	Rate year (7)	Rate year (8)	Rate Year (9)	Rate year (10)
Facilities Manager	20.00	20.30	20.61	20.91	21.23	21.55	21.87	22.20	22.53	22.87
Stadium Supervisor (if applicable)	20.00	20.30	20.61	20.91	21.23	21.55	21.87	22.20	22.53	22.87
Concession staff (each)	10.00	10.15	10.30	10.46	10.61	10.77	10.93	11.10	11.25	11.43
Box office staff (each)	12.00	12.79	12.98	13.18	13.37	13.57	13.78	13.98	14.19	14.41
Technical Staff (each)	20.00	20.30	20.61	20.91	21.23	21.55	21.87	22.20	22.53	22.87
Attendants/Ushe rs (each)	10.00	10.15	10.30	10.46	10.61	10.77	10.93	11.10	11.25	11.43
Other (specify)	Game Set up charge \$160.00	Game Set up charge \$173.00	Game Set up charge \$178.23	Game Set up charge \$183.48	Game Set up charge \$189.09	Game Set up charge \$194.76	Game Set up charge \$200.60	Game Set up charge \$206.62	Game Set up charge \$212.82	Game Set up charge \$219.02

Attachment "D"

Summary of service and utility responsibilities of DVA and Sharing Partner

The following is a summary of service and utility responsibilities of DVA and Sharing Partner:

	Not Applicable	DVA	Sharing Partner	Frequency
Paper Supplies, dispensers and waste containers (premises & restrooms)			X	
Light bulbs, & fluorescent light tubes and starters			X	
Ballasts and transformers for fluorescent lights, light switches and electrical outlets			X	
Heating and air conditioning control switches			X	
Janitorial service for interior of premises (dust, waste removal, vacuum, mop, cleaning)			X	
Carpet, tile and linoleum			X	
Gas			X	
Electric			X	
Water			X	
Window washing - interior			X	
Landscaping and Gardening			X	
Drapes, blinds, window shades			X	
Kitchen Appliances			X	
Refuse, rubbish & garbage disposal			X	
Pest Control			X	
Other:	X			

NOTE: DVA will provide utilities to the premises at an acceptable level of quality as mutually agreed upon.

Attachment "E"

Summary of repairs and maintenance utility responsibilities of DVA and Sharing Partner

The following is a summary of repairs and maintenance responsibilities of DVA and Sharing Partner:

	Not Applicable	DVA	Sharing Partner
Foundations			X
Exterior & Bearing Walls			X
Roof			X
Electrical Systems			X
Lighting Systems			X
Plumbing Systems			X
Heating Systems			X
Ventilation			X
Air Conditioning Systems			X
Alarm Systems			X
Plate Glass			X
Windows & Window Frames			X
Gutters, Drains, Downspouts			X
Elevators	X		
Floor Slabs			X
Common Areas			X
Ceilings			X
Interior Walls			X
Interior Doors			X
Interior Surfaces & Windows			X
Appliances & Fixtures			X
Repainting of Interior Walls (every _____ years)			X
Base and/or moldings			X
Parking Lot Area			X
Other:	X		

NOTE: DVA will be responsible for providing a properly functioning Fire Alarm System to the Performance Area that would then be maintained by The Regents in cooperation with the DVA. DVA to grade, pave and stripe southeast area of parking lot 15 to accommodate additional parking. DVA to continue fencing on south edge of same lot to fully enclose the parking area.



VIA OVERNIGHT MAIL

UCLA REAL ESTATE
10920 WILSHIRE BOULEVARD, SUITE 810
LOS ANGELES, CALIFORNIA 90024-6502
PHONE: (310) 794-2653
FAX: (310) 794-2685

October 13, 2005

Mr. Ralph Tillman
Department of Veteran Affairs
11301 Wilshire Blvd.
Building 220, Room 219
Los Angeles, CA 90073

Re: Jackie Robinson - Amendment to Extend

Dear Ralph:

Enclosed are two original copies of the Amendment to extend the University's option for the Jackie Robinson Stadium. Please note that the original contract calls for the extension to begin May 1, 2006. Therefore, we have edited the contract to change the dates from July 1, 2006 to June 30, 2011 to May 1, 2006 to April 30, 2011. I would appreciate it if you would acknowledge this change by initialing one of the originals and returning it to me.

Also, although we have not changed the name and address of the contractor, we would appreciate it if you would add the UCLA Real Estate Department, (10920 Wilshire Blvd., Suite 810, Los Angeles, CA 90024) as an additional contact for all correspondence related to this contract.

Finally, as you know, the UCLA baseball team season continues through May and June of each year. Therefore, to more appropriately align the contract with the use, we would appreciate it if you would prepare, at your earliest convenience, an additional amendment that would cover the final two month period from May 1 to June 30.

Sincerely,

A handwritten signature in black ink, appearing to read "Wayne Brandt".

Wayne Brandt
Director
UCLA Real Estate

Enclosure

cc: Ken Weiner

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE _____ DATE OF PAGE 1 2

1. AMENDMENT/MODIFICATION NO. Modification to Contract #1	2. EFFECTIVE DATE 9/30/05	4. REQUISITION/ORDER/CHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY Director, Asset Management VAGLAHS, 11301 Wilshire Blvd., B 500, R 6428 Los Angeles, CA 90073	CODE 691/00	7. ADMINISTERED BY (if other than item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (In, street, county, State and ZIP Code) University of California at Los Angeles J.D Morgan Center, P.O. Box 24044 Los Angeles CA 900 24	()	9A. AMENDMENT OF SOLICITATION NO.
	()	9B. DATE /SEE ITEM 11/
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. V691S-287
	X	10B. DATED /SEE ITEM 13/ 5/14/01
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 10, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying offices, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 38 USC 8153 Enhanced Sharing of Healthcare Resources
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return one copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section heading, including solicitation/contract subject matter where feasible.)

The Government (DVA) agrees with Sharing Partner to exercise the stipulated one five-year option extending the contract from July 1, 2006 to June 30, 2011.

May 1, 2006 to April 30, 2011.



Except as provided herein, all terms and conditions of this document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) BRAD ERICKSON, Director, Campus Service Enterprises	15C. DATE SIGNED 10.12.05	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RALPH D. TULLMAN, DIRECTOR, ASSET MANAGEMENT	16C. DATE SIGNED 9/15/05
15B. CONTRACTOR OFFEROR <i>(Signature of Contractor)</i>		16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>	



DEPARTMENT OF VETERANS AFFAIRS
Greater Los Angeles Healthcare System
11301 Wilshire Boulevard
Los Angeles, CA 90073

In Reply Refer To: 691/10A5

April 28, 2011

The Regents of The University of California
Leasing Manager
C/O UCLA Dept of Real Estate
10920 Wilshire Blvd, Suite 810
Los Angeles, CA 90024-6502

Dear Leasing Manager:

The Enhanced Sharing Agreement (ESA) for the use of Jackie Robinson Stadium (V691S-287) expires Saturday, April 30, 2011. As discussed during an April 14, 2011 meeting with UCLA Associate Director of Athletics Ken Weiner and UCLA Director of Contracting Wayne Brandt, this letter authorizes a 30 day extension of this agreement to allow the UCLA baseball team to finish the regular season. This extension will expire on May 30, 2011.

Also per our discussion on April 14, 2011, a Master Plan for the West Los Angeles campus of the VA Greater Los Angeles Healthcare System is currently in the final stages of approval. Once this Master Plan is complete, we will negotiate in good faith with UCLA for a new ESA for the use of Jackie Robinson Stadium.

Sincerely,

Ralph Tillman
Contracting Officer
VA Greater Los Angeles Healthcare System

cc: Ken Weiner
cc: Wayne Brandt
cc: Kevin Borg

Bakersfield Community
Based Outpatient Clinic
1801 Westwind Drive
Bakersfield, CA 93301
(661) 632-1800

Los Angeles Ambulatory
Care Center
351 E. Temple Street
Los Angeles, CA 90012
(213) 253-2677

Santa Barbara Community
Based Outpatient Clinic
4440 Calle Real
Santa Barbara, CA 93110
(805) 683-1491

Sepulveda Ambulatory Care
Center and Nursing Home
16111 Plummer Street
North Hills, CA 91343
(818) 891-7711

West Los Angeles
Healthcare Center
11301 Wilshire Boulevard
Los Angeles, CA 90073
(310) 478-3711



DEPARTMENT OF VETERANS AFFAIRS
Greater Los Angeles Healthcare System
11301 Wilshire Boulevard
Los Angeles, CA 90073

In Reply Refer To: 691/00PA

June 1, 2011

The Regents of The University of California
Leasing Manager
C/O UCLA Dept of Real Estate
10920 Wilshire Blvd, Suite 810
Los Angeles, CA 90024-6502

Dear Leasing Manager,

The 30-day extension of the Enhanced Sharing Agreement (ESA) for the use of Jackie Robinson Stadium, of which you were notified in a letter dated April 28, 2011, has expired. In order to accommodate the final portion of the UCLA baseball season, this letter authorizes a second and final 30-day extension of the ESA for the use of Jackie Robinson Stadium. This extension is effective June 1, 2011 through July 1, 2011.

As discussed in an April 14, 2011 meeting between UCLA and VA, a Master Plan for the West Los Angeles campus of the VA Greater Los Angeles Healthcare System is currently in the final stages of approval. Once this Master Plan is complete, we will negotiate in good faith with UCLA for a new ESA for the use of the Stadium.

Sincerely,

Ralph D. Tillman
Contracting Officer
VA Greater Los Angeles Healthcare System

cc: Ken Weiner
cc: Wayne Brandt
cc: Kevin Borg

Bakersfield Community
Based Outpatient Clinic
1801 Westwind Drive
Bakersfield, CA 93301
(661) 632-1800

Los Angeles Ambulatory
Care Center
351 E. Temple Street
Los Angeles, CA 90012
(213) 253-2677

Santa Barbara Community
Based Outpatient Clinic
4440 Calle Real
Santa Barbara, CA 93110
(805) 683-1491

Sepulveda Ambulatory Care
Center and Nursing Home
16111 Plummer Street
North Hills, CA 91343
(818) 891-7711

West Los Angeles
Healthcare Center
11301 Wilshire Boulevard
Los Angeles, CA 90073
(310) 478-3711



DEPARTMENT OF VETERANS AFFAIRS
Greater Los Angeles Healthcare System
11301 Wilshire Boulevard
Los Angeles, CA 90073

In Reply Refer To: 691/00PA

June 30, 2011

The Regents of The University of California
Leasing Manager
C/O UCLA Dept of Real Estate
10920 Wilshire Blvd, Suite 810
Los Angeles, CA 90024-6502

Dear Leasing Manager,

The 30-day extension of the Enhanced Sharing Agreement (ESA) for the use of Jackie Robinson Stadium, of which you were notified in a letter dated June 1, 2011, has expired. This letter authorizes a 30-day extension of the ESA for the use of Jackie Robinson Stadium. This extension is effective July 1, 2011 through August 1, 2011.

Sincerely,

A handwritten signature in black ink, appearing to read "Ralph D. Tillman", is positioned above the typed name.

Ralph D. Tillman
Contracting Officer
VA Greater Los Angeles Healthcare System

cc: Ken Weiner
cc: Wayne Brandt
cc: Kevin Borg

Bakersfield Community
Based Outpatient Clinic
1801 Westwind Drive
Bakersfield, CA 93301
(661) 632-1800

Los Angeles Ambulatory
Care Center
351 E. Temple Street
Los Angeles, CA 90012
(213) 253-2677

Santa Barbara Community
Based Outpatient Clinic
4440 Calle Real
Santa Barbara, CA 93110
(805) 683-1491

Sepulveda Ambulatory Care
Center and Nursing Home
16111 Plummer Street
North Hills, CA 91343
(818) 891-7711

West Los Angeles
Healthcare Center
11301 Wilshire Boulevard
Los Angeles, CA 90073
(310) 478-3711



DEPARTMENT OF VETERANS AFFAIRS
Greater Los Angeles Healthcare System
11301 Wilshire Boulevard
Los Angeles, CA 90073

July 28, 2011

The Regents of The University of California
Leasing Manager
C/O UCLA Dept of Real Estate
10920 Wilshire Blvd, Suite 810
Los Angeles, CA 90024-6502

Dear Leasing Manager,

The 30-day extension of the Enhanced Sharing Agreement (ESA) for the use of Jackie Robinson Stadium, of which you were notified in a letter dated June 30, 2011, has expired. This letter authorizes a 30-day extension of the ESA for the use of Jackie Robinson Stadium. This extension is effective August 1, 2011 through September 1, 2011.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Tillman", is positioned above the typed name.

Ralph D. Tillman
Contracting Officer
VA Greater Los Angeles Healthcare System

cc: Ken Weiner
cc: Wayne Brandt
cc: Kevin Borg

In Reply Refer To: 691/00PA

Bakersfield Community
Based Outpatient Clinic
1801 Westwind Drive
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Los Angeles, CA 90073
(310) 478-3711



DEPARTMENT OF VETERANS AFFAIRS
Greater Los Angeles Healthcare System
11301 Wilshire Boulevard
Los Angeles, CA 90073

August 31, 2011

The Regents of The University of California
Leasing Manager
C/O UCLA Dept of Real Estate
10920 Wilshire Blvd, Suite 810
Los Angeles, CA 90024-6502

Dear Leasing Manager,

The 30-day extension of the Enhanced Sharing Agreement (ESA) for the use of Jackie Robinson Stadium, of which you were notified in a letter dated July 28, 2011, has expired. This letter authorizes a 30-day extension of the ESA for the use of Jackie Robinson Stadium. This extension is effective September 1, 2011 through October 1, 2011.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Tillman", is positioned above the typed name.

Ralph D. Tillman
Contracting Officer
VA Greater Los Angeles Healthcare System

cc: Ken Weiner
cc: Wayne Brandt
cc: Kevin Borg

In Reply Refer To: 691/00PA

Bakersfield Community
Based Outpatient Clinic
1801 Westwind Drive
Bakersfield, CA 93301
(661) 632-1800

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Los Angeles, CA 90073
(310) 478-3711



DEPARTMENT OF VETERANS AFFAIRS
Greater Los Angeles Healthcare System
11301 Wilshire Boulevard
Los Angeles, CA 90073

In Reply Refer To: 691/00PA

September 30, 2011

The Regents of The University of California
Leasing Manager
C/O UCLA Dept of Real Estate
10920 Wilshire Blvd, Suite 810
Los Angeles, CA 90024-6502

Dear Leasing Manager,

The 30-day extension of the Enhanced Sharing Agreement (ESA) for the use of Jackie Robinson Stadium, of which you were notified in a letter dated August 31, 2011, has expired. This letter authorizes a 30-day extension of the ESA for the use of Jackie Robinson Stadium. This extension is effective October 1, 2011 through November 1, 2011.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Tillman", is positioned above the typed name.

Ralph D. Tillman
Contracting Officer
VA Greater Los Angeles Healthcare System

cc: Ken Weiner
cc: Wayne Brandt
cc: Kevin Borg

Bakersfield Community
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1801 Westwind Drive
Bakersfield, CA 93301
(661) 632-1800

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(310) 478-3711



DEPARTMENT OF VETERANS AFFAIRS
Greater Los Angeles Healthcare System
11301 Wilshire Boulevard
Los Angeles, CA 90073

October 31, 2011

The Regents of The University of California
Leasing Manager
C/O UCLA Dept of Real Estate
10920 Wilshire Blvd, Suite 810
Los Angeles, CA 90024-6502

Dear Leasing Manager,

The 30-day extension of the Enhanced Sharing Agreement (ESA) for the use of Jackie Robinson Stadium, of which you were notified in a letter dated September 30, 2011, has expired. This letter authorizes a 30-day extension of the ESA for the use of Jackie Robinson Stadium. This extension is effective November 1, 2011 through December 1, 2011.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Tillman", is positioned above the typed name.

Ralph D. Tillman
Contracting Officer
VA Greater Los Angeles Healthcare System

cc: Ken Weiner
cc: Wayne Brandt
cc: Kevin Borg

In Reply Refer To: 691/00PA

Bakersfield Community
Based Outpatient Clinic
1801 Westwind Drive
Bakersfield, CA 93301
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(310) 478-3711



DEPARTMENT OF VETERANS AFFAIRS
Greater Los Angeles Healthcare System
11301 Wilshire Boulevard
Los Angeles, CA 90073

In Reply Refer To: 691/00PA

November 30, 2011

The Regents of The University of California
Leasing Manager
C/O UCLA Dept of Real Estate
10920 Wilshire Blvd, Suite 810
Los Angeles, CA 90024-6502

Dear Leasing Manager,

The 30-day extension of the Enhanced Sharing Agreement (ESA) for the use of Jackie Robinson Stadium, of which you were notified in a letter dated October 31, 2011, has expired. This letter authorizes a 30-day extension of the ESA for the use of Jackie Robinson Stadium. This extension is effective December 1, 2011 through January 1, 2011.

Sincerely,

A handwritten signature in black ink, appearing to read "Ralph D. Tillman", is written over a horizontal line.

Ralph D. Tillman
Contracting Officer
VA Greater Los Angeles Healthcare System

cc: Ken Weiner
cc: Wayne Brandt
cc: Kevin Borg

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(818) 891-7711

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(310) 478-3711



DEPARTMENT OF VETERANS AFFAIRS
Greater Los Angeles Healthcare System
11301 Wilshire Boulevard
Los Angeles, CA 90073

December 31, 2011

The Regents of The University of California
Leasing Manager
C/O UCLA Dept of Real Estate
10920 Wilshire Blvd, Suite 810
Los Angeles, CA 90024-6502

Dear Leasing Manager,

The 30-day extension of the Enhanced Sharing Agreement (ESA) for the use of Jackie Robinson Stadium, of which you were notified in a letter dated November 30, 2011, has expired. This letter authorizes a 30-day extension of the ESA for the use of Jackie Robinson Stadium. This extension is effective January 1, 2011 through February 1, 2011.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Tillman", is written over a faint, illegible typed name.

Ralph D. Tillman
Contracting Officer
VA Greater Los Angeles Healthcare System

cc: Ken Weiner
cc: Wayne Brandt
cc: Kevin Borg

In Reply Refer To: 691/00PA

Bakersfield Community
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(310) 478-3711



DEPARTMENT OF VETERANS AFFAIRS
Greater Los Angeles Healthcare System
11301 Wilshire Boulevard
Los Angeles, CA 90073

January 31, 2012

In Reply Refer To: 691/00PA

The Regents of The University of California
Leasing Manager
C/O UCLA Dept of Real Estate
10920 Wilshire Blvd, Suite 810
Los Angeles, CA 90024-6502

Bakersfield Community
Based Outpatient Clinic
1801 Westwind Drive
Bakersfield, CA 93301
(661) 632-1800

Los Angeles Ambulatory
Care Center
351 E. Temple Street
Los Angeles, CA 90012
(213) 253-2677

Dear Leasing Manager,

Santa Barbara Community
Based Outpatient Clinic
4440 Calle Real
Santa Barbara, CA 93110
(805) 683-1491

The 30-day extension of the Enhanced Sharing Agreement (ESA) for the use of Jackie Robinson Stadium, of which you were notified in a letter dated December 31, 2011, has expired. This letter authorizes a 30-day extension of the ESA for the use of Jackie Robinson Stadium. This extension is effective February 1, 2012 through March 1, 2012.

Sepulveda Ambulatory Care
Center and Nursing Home
16111 Plummer Street
North Hills, CA 91343
(818) 891-7711

Sincerely,

A handwritten signature in black ink, appearing to read "R. Tillman", is positioned above the typed name.

Ralph D. Tillman
Contracting Officer
VA Greater Los Angeles Healthcare System

West Los Angeles
Healthcare Center
11301 Wilshire Boulevard
Los Angeles, CA 90073
(310) 478-3711

cc: Ken Weiner
cc: Wayne Brandt
cc: Kevin Borg



DEPARTMENT OF VETERANS AFFAIRS
Greater Los Angeles Healthcare System
11301 Wilshire Boulevard
Los Angeles, CA 90073

February 29, 2012

The Regents of The University of California
Leasing Manager
C/O UCLA Dept of Real Estate
10920 Wilshire Blvd, Suite 810
Los Angeles, CA 90024-6502

Dear Leasing Manager,

The 30-day extension of the Enhanced Sharing Agreement (ESA) for the use of Jackie Robinson Stadium, of which you were notified in a letter dated January 31, 2012, has expired. This letter authorizes a 30-day extension of the ESA for the use of Jackie Robinson Stadium. This extension is effective March 1, 2012 through April 1, 2012.

Sincerely,

Ralph D. Tillman
Contracting Officer
VA Greater Los Angeles Healthcare System

cc: Ken Weiner
cc: Wayne Brandt
cc: Kevin Borg

In Reply Refer To: 691/00PA

Bakersfield Community
Based Outpatient Clinic
1801 Westwind Drive
Bakersfield, CA 93301
(661) 632-1800

Los Angeles Ambulatory
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(310) 478-3711



DEPARTMENT OF VETERANS AFFAIRS
Greater Los Angeles Healthcare System
11301 Wilshire Boulevard
Los Angeles, CA 90073

In Reply Refer To: 691/00PA

March 31, 2012

The Regents of The University of California
Leasing Manager
C/O UCLA Dept of Real Estate
10920 Wilshire Blvd, Suite 810
Los Angeles, CA 90024-6502

Dear Leasing Manager,

The 30-day extension of the Enhanced Sharing Agreement (ESA) for the use of Jackie Robinson Stadium, of which you were notified in a letter dated February 28, 2012, has expired. This letter authorizes a 30-day extension of the ESA for the use of Jackie Robinson Stadium. This extension is effective April 1, 2012 through May 1, 2012.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Tillman", written over a horizontal line.

Ralph D. Tillman
Contracting Officer
VA Greater Los Angeles Healthcare System

cc: Ken Weiner
cc: Wayne Brandt
cc: Kevin Borg

Bakersfield Community
Based Outpatient Clinic
1801 Westwind Drive
Bakersfield, CA 93301
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Los Angeles, CA 90073
(310) 478-3711



U.S. DEPARTMENT OF VETERANS AFFAIRS
Network Contracting Office 22 (NCO 22)
4811 Airport Plaza Drive, Suite 600
Long Beach, CA 90815

Memorandum

Date: May 21, 2012

The Regents of The University of California
Leasing Manager
c/o UCLA Department of Real Estate
10920 Wilshire Blvd., Suite 810
Los Angeles, CA 90024-6502

RE: 30 Days Extension to Sharing Agreement No: V691S-287_May 2012

Dear Leasing Manager:

The 30-day extension of the referenced Enhanced Health Care Sharing Agreement (ESA) between the U.S. Department of Veterans Affairs (VA) and The Regents of The University of California for the use of Jackie Robinson Stadium (JRS) expired on April 30th, 2012. This letter confirms the authorization of a 30-day extension of the use of the JRS. The extension will expire on May 31, 2012. All terms and conditions of the referenced ESA remain unchanged.

Please contact Mr. David Sutton via phone at 310-██████████ and e-mail: david.sutton2@va.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Alan Tripp", written over a horizontal line.

Alan Tripp
Contracting Officer

Cc: Mr. David Sutton
Mr. Jeffery Blake
Mr. Erik Gutierrez



U.S. DEPARTMENT OF VETERANS AFFAIRS
Network Contracting Office 22 (NCO 22)
4811 Airport Plaza Drive, Suite 600
Long Beach, CA 90815

Memorandum

Date: May 31, 2012

The Regents of The University of California
Leasing Manager
c/o UCLA Department of Real Estate
10920 Wilshire Blvd., Suite 810
Los Angeles, CA 90024-6502

RE: 90 Days Extension to Sharing Agreement No: V691S-287_August 2012

Dear Leasing Manager:

The 30-day extension of the referenced Enhanced Health Care Sharing Agreement (ESA) between the U.S. Department of Veterans Affairs (VA) and The Regents of The University of California for the use of Jackie Robinson Stadium (JRS) expired on May 31st, 2012. This letter confirms the authorization of a 90-day extension of the use of the JRS. The extension will expire on August 29th, 2012. All terms and conditions of the referenced ESA remain unchanged.

Please contact Mr. David Sutton via phone at 310- [REDACTED] and e-mail: david.sutton2@va.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Alan Trinh".

Alan Trinh
Contracting Officer

Cc: Mr. David Sutton
Mr. Jeffery Blake
Mr. Erik Gutierrez



U.S. DEPARTMENT OF VETERANS AFFAIRS
Network Contracting Office 22 (NCO 22)
4811 Airport Plaza Drive, Suite 600
Long Beach, CA 90815

Memorandum

Date: August 25th, 2012

The Regents of The University of California
Leasing Manager
c/o UCLA Department of Real Estate
10920 Wilshire Blvd., Suite 810
Los Angeles, CA 90024-6502

RE: 90 Days Extension to Sharing Agreement No: V691S-287_November 2012

Dear Leasing Manager:

The 90-day extension of the referenced Enhanced Health Care Sharing Agreement (ESA) between the U.S. Department of Veterans Affairs (VA) and The Regents of The University of California for the use of Jackie Robinson Stadium (JRS) expired on August 29th, 2012. This letter confirms the authorization of a 90-day extension of the use of the JRS. The extension will expire on November 27th, 2012. All terms and conditions of the referenced ESA remain unchanged.

Please contact Mr. David Sutton via phone at 310 [REDACTED] and e-mail: david.sutton2@va.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Alan Trinh".

Alan Trinh
Contracting Officer

Cc: Mr. David Sutton
Mr. Jeffery Blake
Mr. Erik Gutierrez

II.D.4.
REVENUE REPORT

VA Greater Los Angeles Healthcare System
Asset Management Alternative Revenue Recurring Report
January 1, 2011 to September 1, 2012

Name Account #	Type	Date	Num	Terms	Debit	Credit	Balance
The Regents of the University							0.00
V691S-287	Invoice	1/28/2011	K102REW	July - December	12,054.96		12,054.96
V691S-287	Payment	3/10/2011	0060853738			12,054.96	0.00
V691S-287	Invoice	4/1/2011	K104DPI	May	5,104.00		5,104.00
V691S-287	Payment	6/1/2011	0060918893			5,104.00	0.00
V691S-287	Invoice	6/1/2011	K105XQ6	June	5,104.00		5,104.00
V691S-287	Payment	6/15/2011	0060929895			5,104.00	0.00
V691S-287	Invoice	7/6/2011	K106W9I	July	5,104.00		5,104.00
V691S-287	Payment	7/6/2011	0060940260			5,104.00	0.00
V691S-287	Invoice	7/11/2011	K106Y5K	August	5,104.00		5,104.00
V691S-287	Invoice	8/1/2011	K107KX6	September	5,104.00		10,208.00
V691S-287	Payment	8/2/2011	0060961442			5,104.00	5,104.00
V691S-287	Payment	9/12/2011	0060986015			5,104.00	0.00
V691S-287	Invoice	10/4/2011	K108AR1	October	5,104.00		5,104.00
V691S-287	Payment	10/20/2011	0061030706			5,104.00	0.00
V691S-287	Invoice	10/31/2011	K200UI7	November	5,104.00		5,104.00
V691S-287	Payment	11/14/2011	0061044658			5,104.00	0.00
V691S-287	Invoice	11/23/2011	K201FV3	January - June	24,181.65		24,181.65
V691S-287	Invoice	12/5/2011	K201PPN	December	5,104.00		29,285.65
V691S-287	Payment	12/16/2011	0061066566			5,104.00	24,181.65
V691S-287	Invoice	1/9/2012	K202JG0	January	5,104.00		29,285.65
V691S-287	Payment	1/11/2012	0061075196			24,181.65	5,104.00
V691S-287	Payment	1/18/2012	0061090574			5,104.00	0.00
V691S-287	Invoice	2/6/2012	K203CAY	July - December	24,751.55		24,751.55
V691S-287	Invoice	3/1/2012	K20427W	February	5,104.00		29,855.55
V691S-287	Invoice	3/1/2012	K20428C	March	5,104.00		34,959.55
V691S-287	Invoice	4/16/2012	K2058D9	April	5,104.00		40,063.55
V691S-287	Payment	5/8/2012	0061163651			24,751.55	15,312.00
V691S-287	Payment	5/14/2012	0061167706			5,104.00	10,208.00
V691S-287	Invoice	5/22/2012	K205PNK	May	5,104.00		15,312.00
V691S-287	Payment	5/22/2012	0061177471			5,104.00	10,208.00
V691S-287	Payment	5/22/2012	0061177471			5,104.00	5,104.00
V691S-287	Payment	6/19/2012	0061195374			5,104.00	0.00
Total The Regents of the University					127,340.16	127,340.16	0.00

II.E.

"THE SALVATION ARMY"

"-----" - DWKFPI "434"

II.E.1.
PROPOSAL DOCUMENTS

The Salvation Army



Southern California Divisional Headquarters • 900 W. James M. Wood Blvd. • P.O. Box 15899 Del Valle Station • Los Angeles, CA 90015-1356
TEL: (213) 896-9160 FAX (213) 627-1440 www.salvationarmy-socal.org

January 15, 2002

Phil Thomas
Chief Executive Officer
Department of Veterans Affairs
Greater Los Angeles Healthcare System
11301 Wilshire Boulevard
Los Angeles, CA 90073

02 JAN 17 2002
CORPORATE
VA GLANS

RE: THE HAVEN

Dear Mr. Thomas:

I write to request the Department of Veterans Affairs to lease or license the East Wing of the third floor in Building # 212 of the West Los Angeles Department of Veterans Affairs Comprehensive Healthcare Center to The Salvation Army. I understand that this wing has recently been vacated by the domiciliary program of the Department of Veterans Affairs and is currently unused.

The Salvation Army was awarded a capital grant of \$76,375 and annual operating funds estimated at \$104,025 (\$19/per day x 15 beds x 365 days) by the Department of Veterans Affairs in 1998 under the VA Homeless Providers Grant and Per Diem Program to complete certain renovations to Building # 212 and open and operate a 15 bed transitional housing program for homeless women veterans in the East Wing of the third floor. In making this award, the VA considered the need for additional housing and supportive services for homeless women veterans, the ability of The Salvation Army to provide these services under the auspices of The Haven, and the appropriateness of the third floor of Building # 212 for this program.

The Salvation Army has committed to raising supplemental funds for the renovation and has identified the required matching funds for operation of the women's program. Now that the East Wing of the third floor is no longer in use, we would be most appreciative of the opportunity to move ahead with developing the women's program.

If we can provide any additional information about the proposed renovation and program, or to arrange a meeting to further discuss this matter, please contact Mr. Roy Snapp-Kolas, Executive Director of The Haven, at extension 44353; or Jerry Hill of my staff at (213) 553-3253.

Your continued support of The Salvation Army's various services for homeless veterans is greatly appreciated.

Sincerely,


Lt. Colonel Alfred R. Van Cleef
DIVISIONAL COMMANDER

Cc: Judge Harry Pregerson
Captain Kenneth G. Hodder
Major Victor Leslie
Steve Allen
Roy Snapp-Kolas
Jerry Hill

William Booth, Founder • John Gowans, General • David Edwards, Territorial Commander • Alfred R. Van Cleef, Divisional Commander

000449

The Salvation Army



Southern California Divisional Headquarters • 900 W. James M. Wood Blvd. • PO Box 15899 Del Valle Station • Los Angeles, CA 90015-1356
TEL: (213) 896-9160 FAX: (213) 627-1440 WEB: www.salvationarmysocal.org

May 15, 2006

Mr. Charles M. Dorman
Director
VA Greater Los Angeles Healthcare System
11301 Wilshire Boulevard
Los Angeles, CA 90073

RE: **THE SALVATION ARMY
BUILDING #212, FIRST FLOOR AND BASEMENT OF EAST WING**

Dear Mr. Dorman:

Further to discussions held on February 21, and April 7, 2006 with Ralph Tillman, Bill Daniels, and other local VA officials, The Salvation Army would like to request that recently vacated space in Building #212 be made available to The Salvation Army for the purposes of operating a transitional housing program for homeless veterans.

As you may be aware, since the early 1990's The Salvation Army has occupied the entire second and third floors of Building #212, where, in collaboration with the VA Greater Los Angeles Healthcare System (VAGLAHS), it has operated several emergency and transitional housing programs for homeless veterans. In 2004, the VA made the vacant first floor of the West Wing available to The Salvation Army. A total renovation of that space is now nearly complete, which will allow The Salvation Army to provide 35 new beds for homeless veterans.

Recently, The Salvation Army learned that certain areas of Building #212 have become vacant and would like to request that these areas be added to the existing Enhanced Health Care Resources Sharing Agreement, dated as of July 20, 2004, between the VAGLHS and The Salvation Army. These areas include the East Wing and central hallway of the first floor and the East Wing of the basement of Building #212. In addition, The Salvation Army would like to formally state its desire to occupy other remaining spaces in Building #212 as they become available, namely the central hallway and West Wing of the basement, for the purpose of operating housing programs for homeless veterans.

The Salvation Army is proud of its strong collaboration with the VAGLHS in addressing the needs of homeless veterans in Los Angeles and looks forward to expanding its opportunities to serve the needs of local veterans.

Should additional information be needed, please contact Steve Lytle at (213) 553-3253.

Sincerely,

Major George L. Baker
Divisional Secretary for Business

cc: *Ralph Tillman*
Bill Daniels
Lieutenant Roy Snapp-Kolaz
Jerry Hill
Steve Lytle

William Booth, Founder • John Larsson, General • Bill Luttrell, Territorial Commander • Paul R. Seiler, Divisional Commander

II.E.2.
AGENCY REVIEW DOCUMENTS



DEPARTMENT OF VETERANS AFFAIRS
 Greater Los Angeles Healthcare System
 11301 Wilshire Boulevard
 Los Angeles CA 90073

FROM DC SOUTHERN CALIFORNIA
 COPY TO: _____
 ORIG TO: _____

FEB 23 2001

MESSAGE:

In Reply Refer To: 691/00

Lt. Colonel Alfred R. Van Cleef
 Divisional Commander
 The Salvation Army
 Southern California Division
 900 West James M. Wood Boulevard
 Los Angeles, CA 90015

RE: BUILDING #212

Dear LT. Colonel Van Cleef:

This is to confirm that the United States Department of Veterans Affairs will negotiate with The Salvation Army in the next few months relative to site control of all of Building # 212 on the campus of the Department of Veterans Affairs West Los Angeles Healthcare Center in West Los Angeles.

The Department of Veterans Affairs is currently engaged in a planning process effecting the long-term occupancy of various portions of the campus by community organizations. While it is impossible to execute a binding lease agreement while this process is in progress, please be assured that the Department of Veterans Affairs is moving toward formal designation of all of Building # 212 for long-term (seven years or longer) use by The Salvation Army.

I have review the "Lease Addendum" that must be attached to the long-term lease or license for Building #212 under the requirements of the State of California, Department of Housing and Community Development. The Department of Veterans Affairs intends to execute this Lease Addendum along with the lease or license and will not object to the recordation of the Lease Addendum if it is determined at a later date that the lease or license is to be recorded.

I understand that The Salvation Army is seeking funding from the Department of Housing and Community Development for renovation of Building # 212 and an expansion of the Haven. I wish you the best of success in this endeavor.

Sincerely,


 PHILIP P. THOMAS
 Chief Executive Officer

Bakersfield Ambulatory
 Care Center
 1801 Westwind Dr.
 Bakersfield, CA 93301
 805 632-1800

Los Angeles Ambulatory
 Care Center
 351 E. Temple St.
 Los Angeles, CA 90012
 213 253-2677

Santa Barbara Ambulatory
 Care Center
 4440 Calle Real
 Santa Barbara, CA 93110
 805 683-1491

Sepulveda Ambulatory Care
 Center and Nursing Home
 16111 Plummer Street
 Sepulveda, CA 91343
 818 891-7711

West Los Angeles
 Healthcare Center
 11301 Wilshire Blvd.
 Los Angeles, CA 90073
 310 478-3711



DEPARTMENT OF VETERANS AFFAIRS
Greater Los Angeles Healthcare System
11301 Wilshire Boulevard
Los Angeles CA 90073

April 2, 2003

In Reply Refer To: 691/00

Mr. Jerry Hill
Funding Consultant
The Salvation Army
Southern California Divisional Headquarters
900 West James M. Wood Boulevard
Los Angeles, CA 90015

RE: The Haven/West Wing First Floor/Building #212

Dear Mr. Hill:

This will confirm that the United States Department of Veterans Affairs is currently negotiating a lease or license with The Salvation Army under which The Salvation Army will occupy the entire West Wing of the First Floor of Building # 212 at the Department of Veterans Affairs West Los Angeles Comprehensive Healthcare Center at 11301 Wilshire Boulevard, Los Angeles, CA 90073. The lease or license will be for a period of nine years, commencing in the Fall of 2003.

Further, I have reviewed the "Lease Addendum" that must be attached to the lease or license for Building #212 under the requirements of the State of California, Department of Housing and Community Development. The Department of Veterans Affairs intends to execute this, or a similar, Lease Addendum (Deed of Trust Rider or Lease Rider and Estoppel Agreement) along with the lease or license and will not object to the recordation of the Lease Addendum if it is determined that the lease or license is to be recorded. The Department of Veterans Affairs has co-signed with The Salvation Army the "Appendix B - Leasehold Agreement Minimum Required Language."

I understand that The Salvation Army is seeking funding from the Department of Housing and Community Development for renovation of Building #212 and an expansion of the Haven. I wish you the best of success in this endeavor. If you have any questions, please contact Ralph Tillman at 310-██████████.

Sincerely,

CHARLES DORMAN, FACHE
Acting Director

Bakersfield Ambulatory
Care Center
1801 Westwind Dr.
Bakersfield, CA 93301
805 632-1800

Los Angeles Ambulatory
Care Center
351 E. Temple St.
Los Angeles, CA 90012
213 253-2677

Santa Barbara Ambulatory
Care Center
4440 Calle Real
Santa Barbara, CA 93110
805 683-1491

Sepulveda Ambulatory Care
Center and Nursing Home
16111 Plummer Street
Sepulveda, CA 91343
818 891-7711

West Los Angeles
Healthcare Center
11301 Wilshire Blvd.
Los Angeles, CA 90073
310 478-3711

Hall, Michael J

From: Achen, Alan
Sent: Monday, June 21, 2004 9:59 AM
To: Hall, Michael J
Subject: RE: ESA Approval

Approved.

Alan K. Achen,
Staff Attorney
Department of Veterans Affairs
Office of Regional Counsel
Los Angeles
Sepulveda Office:
818-██████████
818-8959559fax
West LA Office:
310-██████████
310-235-7133fax

—Original Message—

From: Hall, Michael J
Sent: Monday, June 21, 2004 7:41 AM
To: Achen, Alan
Cc: Powell, Barbara A.; Castillo, Theresa M.
Subject: ESA Approval

Morning, Alan,

Forwarded for your review and approval is the proposed agreement between Salvation Army and GLA for Bldg # 212. As ever, Mike << File: SA 212.doc >>



Self-Certification Review Checklist Enhanced Sharing Contracts

Contract Number: V691S-5257

Sharing Partner Name: The Salvation Army

Contract Amount: \$1,500/month

Contract Type: Enhanced Sharing Agreement – B212

Reviewed by: Ralph D. Tillman, Director of Asset Management

Signature/Date: 7/20/04

Item	Yes	No	N/A	Comments
Is a copy of the executed contract available in the contract file?	X			
Does the contract include the following terms:				
<ul style="list-style-type: none"> • The ability to cancel/amend the contract if the terms result in VA failing to meet requirements of law. • The time period covered by the contract. • The liability assumed by VA for failure to perform. • Other terms such as quantities, deadlines, quality issues, hours of operation, manpower commitments and ability to deliver services as required? • If the contract is for the use of equipment, does it address the responsibility for equipment maintenance or loss? 	X	X	X	
Is concept approval from VACO Rapid Response Team documented in the contract file?		X		
Is the contract for the sale of VA inpatient services for non-veterans? If so, was the permission of the Undersecretary for Health and Secretary of the VA obtained and documented the contract file?		X		
Is the basis of pricing included in the contract file?		X		
Does documentation exist to support local market rates assessment?		X		

Self Certification Review Checklist
Enhanced Sharing Contracts

Item	Yes	No	N/A	Comments
Does the contract recover full cost?	X			
Is the full cost data included in the contract file?		X		
What is the source of cost information used for pricing?			X	
If full cost is not recovered, what cost components are excluded from pricing consideration?			X	
What is the justification for not recovering full cost? <ul style="list-style-type: none"> • The services or goods are being sold to maintain essential clinical skills or to continue programs essential to the veteran population. • Prices are set by law or executive order and are not based on full cost or market price • Other 			X	
Is the market price being charged? If so: <ul style="list-style-type: none"> • Was the justification for using market price fully documented in the contract file? • Does the contract recover at least the local direct costs, i.e., fixed direct variable supply and variable labor costs? 	X	X		Value of services provided to Veterans and improvements to facility offset costs .
Is the Regional Counsel's approval documented in the file? If yes, review the results.	X			
What is the composition of the business team?				VACO, OAM, Community Care, Facilities/Engrg, OS&H
Does the contract file contain a written recommendation from the Business Team to the VISN or Medical Center Director on whether to sell the resources and that the proposal meets the provisions of laws, regulations and policies?		X		
If the contract value is more than \$500,000, was the General Counsel's approval obtained?			X	
Are the services of the veterans in the Compensated Work Therapy (CWT) Program used in performance of this contract? If so, was the CWT Program reimbursed for the Veterans' time?		X		
Does the contract file contain a copy of the marketing plan?	X			
Was the contract revenue recorded in the general ledger?	X			
Can revenue be tracked back to the specific products sold?	X			

Self Certification Review Checklist
Enhanced Sharing Contracts

Item	Yes	No	N/A	Comments
What billing and collection procedures were used?				Asset Mgmt Office procedures
What systems are used to record accounts receivable?				Recurring Alternative Revenue Report, Quick Books
Are provisions made for uncollectible accounts?	X			
Is the debtor being provided with due process notification?	X			

[Signature]

[Illegible Title]

[Signature]

[Illegible Title]

[Signature]

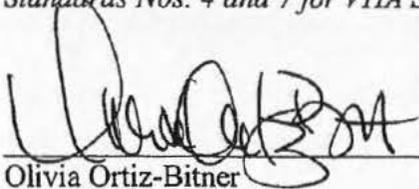
[Illegible Title]

[Signature]

[Illegible Title]

**Certification of Compliance with Federal and VA Pricing Guidelines for VHA
Enhanced Health Care Sharing Contracts**

I, Olivia Ortiz-Bitner, Chief Financial Officer, certify that the pricing policies for the VA Greater Los Angeles Healthcare System materially ✓ comply/ do not comply VHA Directive 97-015, *Enhanced Health Care Resources Sharing Authority* and OMB Circular A-25, *User Charges*, and the Chief Financial Officers Act of 1990 (P.L. 101-576) (CFO Act). I further certify that I have reviewed and understand how these authorities apply to Enhanced Health Care Sharing contracts entered into by this facility. Instances where this facility does not comply with Federal and VA pricing policies are disclosed under the certification for compliance with the Statement of Federal Accounting Standards Nos. 4 and 7 (see *OF Bulletin 01GC2.03, Self-Certification Compliance with Statement of Accounting Standards Nos. 4 and 7 for VHA Stations*).



Olivia Ortiz-Bitner
Chief Financial Officer
VA Greater Los Angeles Healthcare System
310-478-3711 [REDACTED]



Ralph Tillman
Director, Asset Management
VA Greater Los Angeles Healthcare System
310-[REDACTED]

5/1/07

Date

4/5/07

Date

**II.E.3.
EXECUTED AGREEMENT**

**VA Greater Los Angeles Healthcare System
Enhanced Health Care Resources Sharing Agreement**

1. **Sharing Agreement:** This Contract (V691S-5257) is a Sharing Agreement pursuant to Title 38, U.S.C. Section 8153.

This Contract provides for space in Bldg. 212 at the VA Greater Los Angeles Healthcare Center (VA GLAHC), 11301 Wilshire Blvd., Los Angeles, CA 90073 and as specified in subparagraph 1B below.

The terms of the Contract are as follows:

- A. **Parties:** ~~The Salvation Army of Southern California~~, hereinafter referred to as "Sharing Partner" and VA Greater Los Angeles Healthcare System, West Los Angeles.
- B. **Resources to be shared:** Sharing Partner to occupy the entire third and second floor and the west wing of the first floor of Building #212. See Attachment "B" Attachments "A", "B", "C", "D", "E" and "F" are made part of this Agreement.
- C. **Period of Performance:** ~~Ten years with one (1) ten-year option beginning from the date of execution of this agreement. The Sharing Partner shall have the right to renew this agreement for a second ten-year term by written notice of intent delivered to the Director of Asset Management during the tenth year of the initial ten-year term.~~
- D. **Purpose:** To provide space for housing and services to veterans transitioning from mental health and substance abuse problems to appropriate housing and services in the community.
- E. **Pricing and Payment Terms:** The Sharing Partner shall pay the VA in accordance with the negotiated payment schedule outlined in **Attachment "C"**. The VAGLAHS will make available space per schedule on **Attachment "B"**.
- F. **Payment:** The Sharing Partner shall make all payments (rental fees) payable to Department of Veterans Affairs, referencing this Enhanced Sharing Agreement Number. The Sharing Partner shall submit said payment and/or fee as mutually negotiated and agreed. Payment(s) shall be in the form of a **certified or cashier's check, bank draft, or US Post Office Money Order** and delivered to:

Greater Los Angeles Healthcare System
11301 Wilshire Blvd.
Director, Asset Management
Building 500, Room 6428
West Los Angeles, CA 90073

- G. **Authorization to Act on Behalf of the VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES:** The Contracting Officer (hereinafter: "CO") is the only Government official who shall be authorized to handle contractual matters involving changes, direction, work, and money. The CO shall

give all direction for these areas. Nothing is to be decided without consultation with the CO.

- H. **Restriction:** The Department of Veterans Affairs (hereinafter: "DVA") prohibits the use of VA property for the purpose of carnivals (i.e., amusement rides of any kind and animal displays/acts). The DVA prohibits the parking of vehicles on grass and tree areas of the grounds, unless prior approval of the DVA has been obtained and such approval is incorporated into this Contract. The DVA prohibits the carrying of firearms by any person(s) employed or hired by the Sharing Partner, other than duly sworn law enforcement personnel such as LAPD or LA County Sheriff. No explosive devices, smokescreens, etc. will be permitted on Government property. No tobacco smoking is permitted in Government buildings. Photography within patient areas or of patients is strictly prohibited. There will be no disruption of Medical Center operations. Courtesy to patients, visitors and employees is MANDATORY.
- I. **Security:** The DVA shall provide security for the GLAHC, and may patrol building 212 and adjacent areas. Should other security arrangements be necessary, this Contract will specify such arrangements. Random inspections by the Contracting Officer, the Contracting Officer's Technical Representative (COTR) or VA GREATER LOS ANGELES HEALTHCARE SYSTEM, West Los Angeles Security Police, may be conducted during the period of occupancy, provided that said random inspections do not materially interfere with Sharing Partners activities.
- J. **Insurance:** The Sharing Partner shall provide a minimum of **\$1,000,000 (One Million Dollars General Liability, Automobile Liability, and Workers Compensation and Employers Liability Insurance)** prior to commencement of occupancy, and such insurance will be effective throughout period of performance. Proof of such insurance shall be hand-delivered or mailed to the Contracting Officer prior to commencement of performance of this Contract.
- K. Sharing Partner will ensure occupancy area is restored to pre-existing conditions (fair wear and/or tear excepted) at expiration of occupancy unless otherwise agreed to by the CO. The Sharing Partner shall be responsible for all damages to the occupied area of Building 212, VA GREATER LOS ANGELES HEALTHCARE Center. Any repairs, if necessary, will be at the expense of Sharing Partner.

2. GENERAL TERMS AND CONDITIONS SHALL BE AS FOLLOWS:

- A. **Relationship:** The relationship of the parties is not and shall not be construed or interpreted to be partnership, joint venture, or agency. The relationship of the parties shall be an independent contractor relationship.
- B. **Termination:** Either party may terminate this sharing agreement, with three hundred sixty five (365) days written notice for cause, by decree of Public Law or the declaration of a Federal, State or local emergency. In the event that this termination clause is exercised, each party will bear its own costs associated with the termination and will not seek damages or compensation from the other party caused by the termination except that in the case of a termination by the VA (other than as provided in subparagraphs (i) and (ii) below, Sharing Partner shall be entitled to receive from the VA concurrently with such termination the unamortized value of the capital improvements made by the

- 3 The Salvation Army - Bug 212
ESA 691S-5257

Sharing Partner to the Shared Property in accordance with the amortization schedule set forth in Attachment "D" of this sharing agreement.

- (i) Termination for Cause. The VA may terminate this contract, or any part Hereof, for cause in the event of any material default by the Sharing Partner, or if the Sharing Partner fails to provide the VA, up [on written request, with adequate assurances of future performance, by giving at least 90 days prior written notice. In the event of termination with cause, the Sharing Partner shall be liable to the VA for any and all rights and remedies provided by law. If it is determined that the VA improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (ii) The DVA reserves the right to unilaterally terminate this agreement immediately if Sharing Partner has caused Government owned assets or the public to be endangered.

C. Modification: This Contract may need to be modified during the term. All modifications shall be in writing and, except for termination, have the written consent of both parties.

D. Governing Law: This Contract shall be governed, construed, and enforced in accordance with Federal law.

E. Contractor Disputes: All disputes arising under or relating to this Contract shall be resolved in accordance with this clause

1. As used herein, "controversy or claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising or relating to the contract.
2. Any controversy or claim arising out of or relating to this Contract on behalf of the Sharing Partner shall be presented initially to the CO for consideration. The CO shall promptly furnish a written reply on the claim to the Sharing Partner.
3. In the event the parties cannot amicably resolve the matter, any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration at the VA Board of Contract Appeals in accordance with procedures set forth in the Alternative Disputes Resolution Act of 1996, and judgement upon any award rendered by the Arbitrator(s) may be entered into any court having jurisdiction thereof.

F. Use of the VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES's Name (Advertising): Sharing Partner shall not use any marketing material, logo, trade name, service mark, or other materials belonging to DVA, directly or indirectly, in any form of advertising without the written consent of the DVA. (Endorsements (advertising) subject to 5 C.F.R. 2635.702)

G. Indemnification: Sharing Partner shall hold harmless and indemnify VA GREATER LOS ANGELES HEALTHCARE SYSTEM, West Los Angeles from any and all claims, losses, damages, liabilities, costs, expenses, or obligations arising out of or resulting from Sharing Partner's wrongful or negligent conduct in the performance of this Contract. As determined under and to the extent permitted by the provisions of the Federal Tort

Claims Act (28 USC Sections 2671-2680), the United States shall be liable for and hold harmless The Salvation Army of Southern California, its agents and employees from any and all claims, suits, losses, damages or expenses for injuries to any and all persons whomsoever, and all property damage, arising or growing out of or in any manner connected with activities performed under the authority of the Agreement.

H. Independent Contractor: VA GREATER LOS ANGELES HEALTHCARE SYSTEM, West Los Angeles is an independent contractor with respect to the rental agreement under this Contract. Nothing contained herein shall be construed as an employment relationship or partnership between VA GREATER LOS ANGELES HEALTHCARE SYSTEM, West Los Angeles and Sharing Partner.

I. Notification: All legal notices to be given by either party to the other shall be made in writing by hand delivery or by registered or certified mail, return receipt requested or by other method reasonably capable of proof of receipt thereof and addressed to the attention of:

Department of Veterans Affairs
Greater Los Angeles Healthcare System
Ralph D. Tillman
Director, Asset Management
11301 Wilshire Blvd.
Bldg. #500, Room #6428
Los Angeles, CA 90073
Telephone: 310-2[REDACTED]

The Salvation Army of So. California
Name:
Title: Divisional Secretary
900 W. James M. Wood Blvd.
Los Angeles, CA 90015
Office: 213-[REDACTED]
Fax: 213-627-1440
Tax ID:

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date(s) indicated below.

United States of America
Department of Veterans Affairs
VA Greater Los Angeles Healthcare System

Sharing Partner
THE SALVATION ARMY, A CALIFORNIA CORPORATION

By

By

Ralph D. Tillman
Director, Asset Management
Greater Los Angeles Healthcare System

TREASURER ASSST. SECRETARY 7-1504

7/20/04

Date

THE SALVATION ARMY	
SOUTHERN CALIFORNIA DIVISION	
FINANCE COUNCIL	
JUN 17 2004	
<input checked="" type="checkbox"/> Date Approved	<input type="checkbox"/> Not Approved
<input type="checkbox"/> Recommended	<input type="checkbox"/> Concept Approval
<input type="checkbox"/> Reviewed/Noted	<input type="checkbox"/> Deferred
LEGAL REVIEW	

DATE 7/16/04 INITIAL

5 The Salvation Army - Box 212
ESA 691S-5257

ATTACHMENT A

**Lease Rider
And
Estoppel Agreement**

This page is part of your document - DO NOT DISCARD

05 1696879

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
07/19/05 AT 08:00am

TITLE(S) : _____



FEE

D.T.T.

FREE H 20)

CODE
20.

CODE
19

CODE
9

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

THIS FORM IS NOT TO BE DUPLICATED

000465

Old Republic Title Co.
ES# 0216004904
RECORDING REQUESTED BY:
The Salvation Army

7/19/05

05 1696879

2

WHEN RECORDED RETURN TO:

The Salvation Army
900 W. James M. Wood Blvd.
Los Angeles, CA 90015

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

MEMORANDUM OF RESOURCES SHARING AGREEMENT AND RIDER

This MEMORANDUM OF RESOURCES SHARING AGREEMENT is made by and between the United States Department of Veterans Affairs Greater Los Angeles Healthcare Center (the VA GLAHC) and The Salvation Army (collectively, the "parties") to document the terms under which The Salvation Army shall occupy space at the VA GLAHC, which is located at 11301 Wilshire Boulevard, Los Angeles, CA 90073, pursuant to the terms contained in that certain "Enhanced Health Care Resources Sharing Agreement" (the "Sharing Agreement"), and any amendment(s) thereto, between the parties, which is incorporated herein by reference.

A. **Premises:** The Salvation Army shall occupy the following spaces of Building #212 at the Greater Los Angeles Healthcare Center: the entire third and second floors, and the west wing of the first floor. The Salvation Army shall have access to the common areas, entry ways, elevators, ancillary areas, and exterior areas of Building 212 to the extent reasonable and necessary to access and use the occupied areas.

TERM JULY 20 2004 TO JULY 20 2014

B. **Term:** The term shall be ten years with one (1) ten-year option to renew beginning from the date of execution of the Sharing Agreement, which is acknowledged by the parties to have occurred on July 20, 2004. The Salvation Army shall have the right to renew for a second ten-year term by written notice of intent delivered to the Director of Asset Management during the tenth year of the initial ten-year term.

C. **Payment:** The Salvation Army shall pay the monthly sum of \$1,500 as described in Attachment "C" of the Sharing Agreement and any amendment(s) thereto.

D. **Legal Description:** see attached.

see Rider to Enhanced Health Care Resources Sharing Agreement And Estoppel Agreement Attached

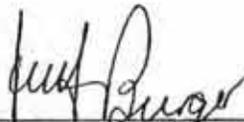
By:



Greater Los Angeles Healthcare System
Ralph D. Tillman
Director, Asset Management

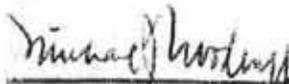
7/5/05
Date

By:



The Salvation Army, A California corporation
KURT BURGER Treasurer

JUN 29 2005
Date



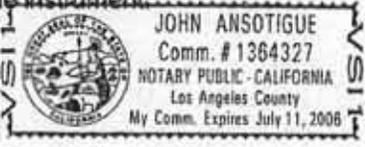
Michael J. Woodruff, Secretary

IN WITNESS THEREOF, THE PARTY HERETO HAS EXECUTED THIS MEMORANDUM OF RESOURCES SHARING AGREEMENT.

STATE OF CALIFORNIA)
County of Los Angeles)

On JULY 05, 2005, before me, JOHN ANSOTIGUE, Notary Public, personally appeared RALPH D. TILLMAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature *John Ansotigue* JOHN ANSOTIGUE (Seal)
NOTARY PUBLIC

~~7/19/05~~
7/19/05

4

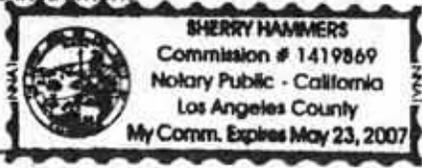
IN WITNESS THEREOF, THE PARTY HERETO HAS EXECUTED THIS MEMORANDUM OF RESOURCES SHARING AGREEMENT.

STATE OF CALIFORNIA)
County of Los Angeles)

On 6/29/05, before me, Sherry Hammers Notary Public, personally appeared Kurt Burger, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Sherry Hammers (Seal)



IN WITNESS THEREOF, THE PARTY HERETO HAS EXECUTED THIS MEMORANDUM OF RESOURCES SHARING AGREEMENT.

STATE OF CALIFORNIA)
County of Los Angeles)

On 6/29/05, before me, Sherry Hammers Notary Public, personally appeared Michael J. Woodruff, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Sherry Hammers (Seal)



05 1696879

LEGAL DESCRIPTION:

That portion of the Rancho San Vicente Y Santa Monica, in the County of Los Angeles, State of California, as recorded in Book 3, Pages 30 and 31 of Patents, in the office of the County Recorder of said County, shown as Parcel 903 on the Assessor's Map Book 4365, Page 8 of the Los Angeles County Assessor's Office, and more particularly defined as:

Those portions of Building No. 212 consisting of the entire third floor, the entire second floor and the west wing of the first floor, which portions shall constitute an indivisible five-eighth's (5/8th) interest in said Building No. 212, as further shown on the map attached hereto and made a part thereof.

05 1696879

7/19/05



05 1696879

7/19/05

7

Free recording in accordance
with California Government
Code Sections 6103 and 72383
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Department of Housing and
Community Development
P. O. Box 952052
Sacramento, CA 94252-2052
Attn: EHAP-CD Program
Program Manager 02-EHAPCD-089

2607035732-44

**RIDER TO ENHANCED HEALTH CARE RESOURCES SHARING AGREEMENT
AND
ESTOPPEL AGREEMENT**

Date: June 15, 2005

This Rider to Enhanced Health Care Resources Sharing Agreement and Estoppel Agreement (the "Agreement") is made and entered into as of the date indicated above by and among **THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES ("VA GLAHC VA GLAHC")**, **THE SALVATION ARMY, a California Corporation ("Sharing Partner")** and **THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**, a public agency of the State of California ("Department") in consideration of the following facts and circumstances:

A. VA GLAHC is the fee simple owner of that certain real property described in Exhibit A hereto (the "Property");

B. VA GLAHC and Sharing Partner entered into that certain Memorandum of Resources Sharing Agreement for the Property dated as of June 29, 2005 (the "Sharing Agreement"), which was recorded in the official records of Los Angeles County on July 19, 2005 as Instrument No. concurrently herewith.

C. Sharing Partner has received an Emergency Housing Assistance Program Capital Development ("EHAP" or "EHAPCD") loan from the Department in an amount not to exceed **\$458,209.00 (Four Hundred Fifty-Eight Thousand Two Hundred Nine and no/100** (the "Loan"). The Loan will provide funds for the construction or improvement of the Property for operation as a homeless shelter or transitional housing project or for the payment of rent pursuant to the Sharing Agreement ("The Project"). As a result of such construction, improvements or payments under the Sharing Agreement, VA GLAHC will benefit thereby;

05 1696879

D. The Loan is subject to numerous terms and conditions including without limitation, execution and delivery of this Agreement; and

E. The Loan will be secured by a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the "Deed of Trust") on Sharing Partner's interests in the Property; and

F. Sharing Partner and VA GLAHC have requested that the Department accept the Sharing Agreement as security for the Loan. In order to induce the Department to make the Loan, VA GLAHC and Sharing Partner have agreed to enter into and record this Agreement for the benefit of the Department, its successors, and assigns.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants hereinafter contained, Department, Sharing Partner and VA GLAHC hereby agree as follows:

1. Enhanced Health Care Resources Sharing Agreement. As used herein, "Enhanced Health Care Resources Sharing Agreement" means all of Sharing Partner's interest in the Property described in Exhibit A, in the Project, in all improvements now or hereafter located on the Property, all options contained in the Sharing Agreement or granted in connection with the Sharing Agreement, and all other rights of Sharing Partner under the Sharing Agreement.

2. Representations and Warranties of VA GLAHC. VA GLAHC hereby represents and warrants to Department as follows:

2.1 Transfers by VA GLAHC. VA GLAHC has not assigned, mortgaged, or otherwise hypothecated or transferred, or agreed to assign, mortgage or otherwise hypothecate or transfer, its interest in the Project and the Sharing Agreement in whole or in part, except as shown in the ALTA Lender's policy of title insurance issued to and accepted by the Department in connection with the Loan and except as security for loans to Sharing Partner approved in writing by the Department. VA GLAHC will not renew, modify, consolidate, replace or extend any document securing or creating any such assignment, mortgage or other transfer without the written approval of the Department.

2.2 Status of Sharing Agreement.

(a) VA GLAHC is the current Lessor under the Sharing Agreement. The Sharing Agreement is in full force, the Sharing Agreement is not void, voidable or terminable at the option of any party thereto or of any other person or entity claiming an interest in or to such Sharing Agreement or the Property, and there has been no default thereunder on the part of Sharing Partner, nor has any event occurred which, with the giving of notice or the passage of time, or both, would be an event of default thereunder. VA GLAHC has not been informed of and has not otherwise received notice from Sharing Partner or from any other person or entity concerning any alleged default on the part of VA GLAHC under the Sharing Agreement. There exist no defenses or offsets to enforcement of the Sharing Agreement by Sharing Partner.

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(b) Any consent or approval of any third party (including any lender) that is required to deliver this Agreement has been obtained.

(c) No alterations, improvements or additions now exist on the Property that have not been approved by the VA GLAHC.

2.3 Other Agreements. All terms and conditions of the Sharing Partner's tenancy under the Sharing Agreement are set forth in the Sharing Agreement and there have been no further or other supplements, amendments, modifications or extensions thereof except those submitted to and approved by the Department. Pursuant to the requirements of the Emergency Housing Assistance Capital Development Program ("EHAP CD"), Sharing Partner and Department have entered into a Regulatory Agreement, (including any amendments thereto, the "Regulatory Agreement") governing the use, occupancy, operation, management and ownership of the Project. The Sharing Agreement contains no provisions in conflict with or which would frustrate compliance with the Regulatory Agreement, which VA GLAHC and Sharing Partner hereby waive any such provisions of the Sharing Agreement in favor of the terms of the Regulatory Agreement.

2.4 Sharing Agreement Term. The date of the commencement of the Sharing Agreement term is **July 25, 2004** and will end on **July 25, 2014**. All conditions precedent to the effectiveness of the Sharing Agreement or the exercise of any of Sharing Partner's rights thereunder have been fully satisfied. Sharing Partner has the following options to extend the Sharing Agreement term: **VA GLAHC grants Sharing Partner one option to extend the Sharing Agreement for ten years on the same terms, covenants and conditions as provided for in the Sharing Agreement during the initial term.**

2.5 Project. The Project constructed, or to be constructed and operated by Sharing Partner on the Property satisfies all requirements affecting the design, use or characteristics of such Project imposed by VA GLAHC under the Sharing Agreement.

2.6 Insurance. All notices, certificates, binders, endorsements, copies of policies, and receipts required under the Sharing Agreement have been delivered and approved by VA GLAHC.

3. Cancellation, Transfer of Interest

3.1 VA GLAHC and Sharing Partner agree that so long as the Department, its successor or assigns holds a deed of trust encumbering the Sharing Agreement, no termination of the Sharing Agreement by Sharing Partner, and no subordination, cancellation, surrender, amendment or modification of the Sharing Agreement shall be effective without the prior written consent of the Department.

3.2 VA GLAHC agrees that it shall not transfer, convey, sell, hypothecate, assign, encumber or permit any liens against its interest, or any portion thereof, in the Sharing Agreement or the Project without the prior written approval of the Department, except as security for loans to Sharing Partner approved in writing by the Department.

4. Consent to Assignment, Payment of Rent.

4.1 VA GLAHC hereby consents to the following as permitted assignments under the Sharing Agreement:

4.1.1 Sharing Partner's encumbering the Sharing Agreement, the Sharing Agreement Term and the Project by the Deed of Trust; possession of the Sharing Agreement Term and Project thereon by Department or by a receiver under the Deed of Trust; and sale of the Sharing Agreement Term and the Project by foreclosure under the Deed of Trust or transfer by deed in lieu of foreclosure;

4.1.2 assignments to Department of subleases and rents from subleases; and

4.1.3 assignment of all or any part of any interest in the Sharing Agreement Term to any purchaser at a foreclosure sale under the Deed of Trust or to any transferee of a deed in lieu of foreclosure (such purchaser or transferee collectively a "Transferee"), and to subsequent transfers without restriction (all such assignments, transfers, and subsequent transfers referred to in this Agreement as a "Transfer"). Any such Transferee, upon the Transfer of all its interest in the Project and the Sharing Agreement Term, shall be relieved of all liability under the Sharing Agreement accruing after date of such Transfer. An interest in a deed of trust on the Sharing Agreement Term securing any unpaid part of the purchase price in connection with any such Transfer shall not be considered retention of an interest in the Sharing Agreement Term for purposes of this subsection.

4.2 Nothing in this Agreement, in the Deed of Trust or in the Sharing Agreement shall impose on the Department the obligations of Sharing Partner under the Sharing Agreement or require the Department to assume the Sharing Agreement unless the Department forecloses on the Sharing Agreement Term under the Deed of Trust or accepts an assignment of a deed in lieu of foreclose.

4.3 VA GLAHC and Sharing Partner agree that in the event that any amounts become due and payable to the Department pursuant to the note evidencing the Loan or the Deed of Trust, Sharing Partner shall not (except as may be approved in writing by the Department) make any payments of rent or additional rent to VA GLAHC to the extent that such amounts payable to the Department remain unpaid. Instead Sharing Partner shall pay over to the Department such rent payments as shall be payable to VA GLAHC and any such payments received by the Department shall be applied to the amounts due and payable to it, including interest, until paid in full. VA GLAHC agrees that no event of default shall arise under the Sharing Agreement as a result of Sharing Partner's compliance with this Section 4.3.

5. Notice of Defaults; Termination Notice.

5.1 Notice and Cure. VA GLAHC agrees to give the Department immediate notice of all defaults by Sharing Partner under the Sharing Agreement (whether or not notice thereof is required under the Sharing Agreement), and to give simultaneously to the Department a written copy of all notices and demands which VA GLAHC gives to Sharing Partner, and no notice or demand under the Sharing Agreement shall be effective unless and until notice is given to Department. Any notice of default under

the Sharing Agreement or this Agreement shall describe the default(s) with reasonable detail. The Department shall have the right, but not the obligation, to cure any breach or default within the time period given in the Sharing Agreement; provided that, if such notice to the Department is not given or is delayed for any reason, the period of time within which the Department may cure any such breach or default shall commence upon receipt by the Department of such notice. VA GLAHC and Sharing Partner authorize the Department to enter the Property for the purpose of preventing defaults or exercising its right to cure and other powers given the Department under the Deed of Trust, this Agreement or the Sharing Agreement.

5.2 Termination Notice. After the expiration of the grace period given Sharing Partner under the Sharing Agreement to cure the default, VA GLAHC shall not terminate the Sharing Agreement on account of such default but shall give Department a written notice (a "Termination Notice") that Sharing Partner has failed to cure the default within the grace period and that, on account thereof, VA GLAHC intends to terminate the Sharing Agreement, which notice shall set a termination date not earlier than sixty (60) days after Department's receipt of the Termination Notice. No Termination Notice shall be effective to terminate the Sharing Agreement if:

(i) except as provided in Section 5.3, within sixty (60) days after receipt of the Termination Notice, the Department cures any default which can be cured by payment or expenditure of money or without possession of the Property; or provides reasonable assurance and undertakings for the cure of such default; or

(ii) the Department commences and diligently pursues to completion proceedings for foreclosure and sale under the Deed of Trust or assignment or transfer in lieu of foreclosure.

5.3 Defaults Not Susceptible to Department Cure. Department shall not be required to perform any act which is not susceptible to performance by Department, such as to cure a filing or condition of bankruptcy or insolvency or to cure or commence the cure of any default which is Sharing Partner's failure to pay any lien, charge or encumbrance which is junior in priority to the Deed of Trust, or to pay any amount owed under an indemnity of VA GLAHC by Sharing Partner based on an event which occurred before Department took possession of the premises.

5.4 VA GLAHC's Payment of Loan Payments. VA GLAHC agrees that if VA GLAHC cures Sharing Partner's failure to make any payment due under the Loan, it shall seek reimbursement of amounts so paid solely from Sharing Partner and Department shall have no obligation to pay such amounts to VA GLAHC if Department exercises its rights hereunder or under the Sharing Agreement to cure Sharing Partner's default of the Sharing Agreement.

5.5 Waiver of Breach or Default. On transfer of the Sharing Agreement Term at any foreclosure sale under the Deed of Trust or by acceptance of a deed in lieu of foreclosure, all violations, defaults and breaches by Sharing Partner under the Sharing Agreement, including, without limitation, nonpayment of rent or other amounts payable under the Sharing Agreement, shall be deemed cured and the Department or other Transferee shall be entitled to the New Sharing Agreement as described in section 6 below without incurring or assuming any liability or obligation of, or claim against, Sharing Partner under

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the Sharing Agreement.

5.6 Enforcement Not a Breach. No action taken by the Department to enforce its rights under any of the documents governing the Loan against either the VA GLAHC or the Sharing Partner, or both, including, without limitation, any actions taken to collect any amounts due and owing to the Department or any action to appoint a receiver for the Project or to otherwise protect the security of the Loan, shall constitute or result in a breach or violation of the Sharing Agreement.

6. New Sharing Agreement.

6.1 Conditions. Section 5 hereof notwithstanding, VA GLAHC agrees to comply with the requirements of Section 6.2, if the following conditions specified in this Section 6.1 apply:

(i) the Sharing Agreement is terminated for any reason whatsoever or if Department forecloses under the Deed of Trust or accepts a deed in lieu of foreclosure; and

(ii) Department or other Transferee, whether or not such party has assumed the Sharing Agreement, requests VA GLAHC in writing to enter into a new Sharing Agreement of the Property within forty-five (45) days after (a) the Department completes a foreclosure under the Deed of Trust, (b) the Department accepts a deed in lieu of foreclosure, or (c) the end of the cure period provided to the Department in the Termination Notice.

6.2 Obligations. If the conditions specified in Section 6.1 have been satisfied, VA GLAHC shall perform each of the following obligations:

6.2.1 Upon receipt of the request for New Sharing Agreement described in subsection 6.1 (ii) above VA GLAHC shall enter into a new sharing agreement (the "New Sharing Agreement") of the Property with the Department, its nominee, or its successor-in-interest or other Transferee, for the remainder of the term of the Sharing Agreement, effective as of the date of the conveyance pursuant to a foreclosure sale or of a deed-in-lieu. The New Sharing Agreement shall be on the terms, and with the provisions, covenants, options and agreements contained in the Sharing Agreement or granted by the VA GLAHC in connection with the Sharing Agreement all as modified or supplemented by this Agreement.

6.2.2 VA GLAHC shall by grant deed convey to the Department, its nominee or its successor-in-interest or other Transferee, all title and interest to the Project, if any, which may become vested in VA GLAHC as a result of any termination of the Sharing Agreement or foreclosure of the Deed of Trust or conveyance of Sharing Partner's interest by deed in lieu of foreclosure.

6.2.3 VA GLAHC shall assign to Department, its nominee, or its successor-in-interest or other Transferee, all of VA GLAHC's interest, if any, in all existing subleases of all or any part of the Property and all attornments given by the sublessees.

6.3 Priority. The Sharing Agreement Term estate and the title (if any) in the Project granted to

the Department, its nominee or its successor-in-interest under this Section 6 shall be prior to any mortgage or other lien, charge or encumbrance on the Property, except as approved in writing by the Department or as shown in the ALTA Lender's policy of title insurance issued to and accepted by the Department.

7. Successors to Department. Subject to Section 4 hereof, if the Sharing Agreement Term is transferred by a foreclosure sale under the Deed of Trust or by a deed in lieu of foreclosure, VA GLAHC shall recognize the Transferee as the tenant under the Sharing Agreement. Anything in the Sharing Agreement notwithstanding, the rights and benefits of the Department under this Agreement shall benefit and may be exercised by any Transferee or by the holder of any mortgage or deed of trust which may be given to secure a portion of the purchase price in any sale by Department or its successor(s) after Department acquires the Sharing Agreement Term or enters into a new Sharing Agreement under this Agreement.

8. Diligence of Department. So long as the Department is prevented by any process or injunction issued by any court or by any statutory stay, or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving VA GLAHC or Sharing Partner, from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof, the Department shall not be deemed for that reason to have failed to commence such proceedings or to have failed to prosecute diligently such proceedings, provided, however, that the Department shall use reasonable efforts to contest and appeal the issuance of continuance of any such process, stay or injunction.

9. Condemnation and Insurance Proceeds.

9.1 Anything in the Sharing Agreement notwithstanding, all fire and other hazard or casualty insurance proceeds shall be paid to Department to the extent required by the Regulatory Agreement and subject to the rights of senior mortgage holders. A Standard 438 BFU endorsement naming Department as mortgagee may be attached to the policy insuring the Property and the Project. In addition, in the event of any condemnation or partial condemnation all condemnation award proceeds payable on account of such condemnation or partial condemnation shall be paid to the Department to the extent required by the Regulatory Agreement, subject to the rights of holders of senior mortgages, if any.

9.2 During the term of the Loan, Department shall have the right to participate in any settlement of or stipulation of judgment with respect to any condemnation proceeding entered into with the condemnation authority affecting all or any portion of the Property or any agreement to sell all or any portion of the Property in lieu of condemnation, and no such settlement, stipulation or agreement shall be made or entered into without the Department's prior written consent. The Department shall also have the right to participate in any settlement, discussion, and/or arbitration proceeding between VA GLAHC and Sharing Partner with respect to the apportionment or application of any condemnation award.

10. Certificate by VA GLAHC. Within fifteen (15) calendar days after written request by Department, VA GLAHC shall execute and deliver to Department or to any proposed purchaser or encumbrancer of Sharing Partner's estate a certificate declaring (i) the existence of the Sharing Agreement, or New Sharing

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Agreement as the case may be, and amendments thereto, if any; (ii) the events of default under the Sharing Agreement to the best knowledge of VA GLAHC as of the date of the certificate; (iii) any other information relating to the condition of the Sharing Agreement, the Property or the Project reasonably requested by Department; and (iv) that VA GLAHC understands the recipient will rely on the certificate.

11. Notices. Notices and other communications required by this Agreement shall be delivered by messenger to the addresses provided below or sent by U.S Postal Service certified mail, return receipt requested, postage prepaid, addressed as follows:

To Department: Department of Housing and Community Development
Emergency Housing and Assistance Program
P.O. Box 952054
Sacramento, CA 94252-2054
Attn. EHAP Program Manager
or:
1800 Third Street, Suite 390-4
Sacramento, CA 95814
Attn: EHAP Program Manager

To VA GLAHC: **Department of Veterans Affairs**
Greater Los Angeles Healthcare system
11301 Wilshire Blvd.,
Director, Asset Management
Building 500, Room 6428
Los Angeles, CA. 90073

To Sharing Partner: **The Salvation Army**
180 East Ocean Blvd.,
Long Beach, CA. 90802
Attn: Property Department

These addresses may be changed by a notice given in the same manner. Notices shall be effective on receipt.

12. Department's Rights Against Sharing Partner. Nothing in this Agreement shall limit or restrict the Department's rights and remedies under the Deed of Trust, the Development Agreement, or other agreement between Department and Sharing Partner.

13. Successors and Assigns. This Agreement shall inure to the benefit of and bind the successors and assigns of the Department, VA GLAHC and Sharing Partner.

14. Uninsured Hazard. VA GLAHC agrees that neither the Department nor any person acquiring the

Property or a portion of the Sharing Agreement Term pursuant to a foreclosure under the Deed of Trust, or deed in lieu of foreclosure, nor the Sharing Partner under a new Sharing Agreement pursuant to Section 6 hereof, nor any successive owner of a portion of the Sharing Agreement Term after such foreclosure or new Sharing Agreement shall have any obligation hereunder or under the Sharing Agreement or new Sharing Agreement to repair or reconstruct any damage or loss to the Project which is due to a hazard not required to be covered by insurance under the Sharing Agreement.

15. Duty to Repair. VA GLAHC agrees that if the Department, its nominee, or its successor-in-interest succeeds to Sharing Partner's Sharing Agreement Term interest in the Property and if the Project on the Property shall have been or become materially damaged before or after the date of such acquisition, the Department's, its nominee's, or its successor-in-interest's obligation, if any, to repair, replace or reconstruct the Project shall in any such event be limited to the greater of: i) the amount of the net insurance proceeds received by the Department by reason of that damage or, ii) the amount the Department would be entitled to if in compliance with the minimum insurance requirements of Sharing Partner under the Sharing Agreement.

16. Options. VA GLAHC and Sharing Partner agree that Department may exercise any option to extend the term of the Sharing Agreement or to purchase any interest in the Property which is granted to Sharing Partner under or in connection with the Sharing Agreement.

17. Limitation on Liability. If Department agrees to be bound by the terms of the Sharing Agreement, or in the event of any Transfer to a Transferee, neither the Department nor Transferee shall have any obligation under the Sharing Agreement with respect to any liabilities, obligations, losses, damages, fines, penalties, claims, demands, suits, actions, causes of actions, charges, judgments, costs, and expenses (including architects' and attorneys' fees and court costs) arising out of or resulting from acts, omissions, circumstances or events occurring before or existing at the time of such Transfer or the Department's agreement to be bound by the Sharing Agreement.

18. Conflict With Sharing Agreement. The provisions herein are intended to be supplementary to, and not in derogation of, the parties' rights and obligations contained in the Sharing Agreement (including all of Department's rights under the Sharing Agreement as a Sharing Agreement Term mortgagee), but in the event of any conflict or inconsistency between the terms of the Sharing Agreement and the terms of this Agreement, the terms of this Agreement shall govern and control, and the Sharing Agreement shall be deemed to be modified hereby.

19. Expiration of this Agreement. This Agreement shall expire upon forgiveness of the loan and/or full repayment of the sums due to the Department as provided in the Promissory Note for the Loan.

VA GLAHC and Sharing Partner acknowledge that Department is relying on the above representations, warranties, covenants and agreements of the undersigned in making the Loan to Sharing Partner, and warrant and affirm to and for the benefit of the Department that each of those representations is true, correct and complete as of this date.

Date: _____

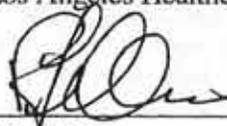
Department:

Department of Housing and
Community Development

Date: 6/10/05

by: 
Carlos Patterson, Homeless Program Manager
Department of Veterans Affairs
Greater Los Angeles Healthcare System

Date: 7/05/05

by: 
VA GLAHC

The Salvation Army

Date: June 21, 2005

by: 
Sharing Partner

[Notarize all signatures using attached notary blocks]

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7/19/05

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IN WITNESS THEREOF, THE PARTY HERETO HAS EXECUTED THIS RIDER TO ENHANCED HEALTH CARE RESOURCES SHARING AGREEMENT AND ESTOPPEL AGREEMENT.

STATE OF CALIFORNIA)
County of SACRAMENTO)

On JUNE 10, 2005, before me, PATRICIA EVANS, Notary Public, personally appeared CARLOS PATTERSON, personally known to me (or ~~proved to me on the basis of satisfactory evidence~~) to be the person(s) who is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Patricia Evans (Seal)



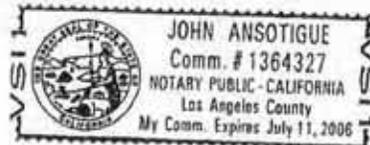
IN WITNESS THEREOF, THE PARTY HERETO HAS EXECUTED THIS RIDER TO ENHANCED HEALTH CARE RESOURCES SHARING AGREEMENT AND ESTOPPEL AGREEMENT.

STATE OF CALIFORNIA)
County of LOS ANGELES)

On JULY 05, 2005, before me, JOHN ANSOTIGUE, Notary Public, personally appeared RALPH D. TILMAN, personally known to me (or ~~proved to me on the basis of satisfactory evidence~~) to be the person(s) who ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature John Ansotigue (Seal)



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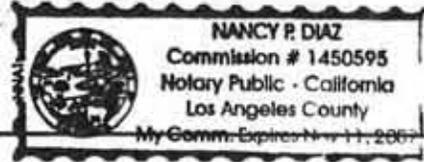
IN WITNESS THEREOF, THE PARTY HERETO HAS EXECUTED THIS RIDER TO ENHANCED HEALTH CARE RESOURCES SHARING AGREEMENT AND ESTOPPEL AGREEMENT.

STATE OF CALIFORNIA)
County of Los Angeles)

On June 21, 2005, before me, Nancy P. Diaz, Notary Public, personally appeared Paul R. Seiler, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person~~(s)~~ who is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity on behalf of which the person~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

Signature Nancy P. Diaz (Seal)



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EXHIBIT A

LEGAL DESCRIPTION

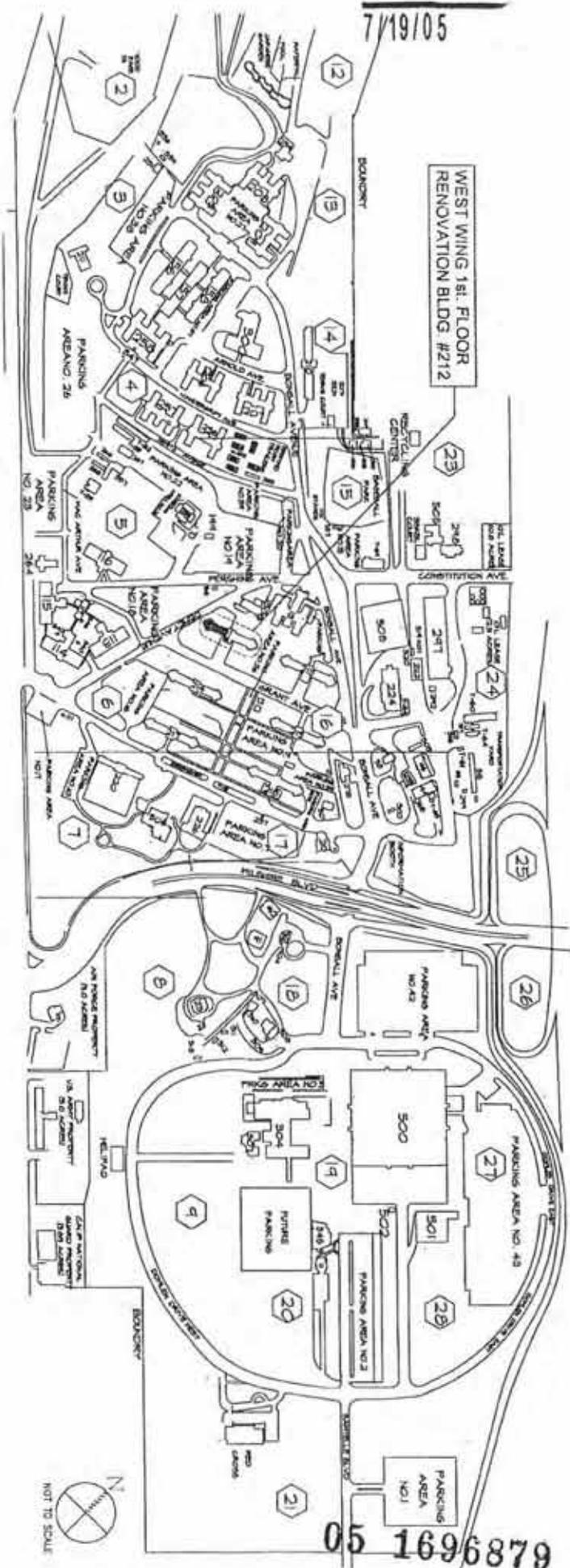
Assessor's Parcel Number: 4365-008-903

That portion of the Rancho San Vicente Y Santa Monica, in the County of Los Angeles, State of California, as recorded in Book 3, Pages 30 and 31 of Patents, in the office of the County Recorder of said County, shown as Parcel 903 on the Assessor's Map Book 4365, Page 8 of the Los Angeles County Assessor's Office, and more particularly defined as:

Those portions of Building No. 212 consisting of the entire third floor, the entire second floor and the west wing of the first floor, which portions shall constitute an indivisible five-eighths (5/8th) interest in said Building No. 212, as further shown on the map attached hereto and made a part thereof.

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WEST WING 1ST. FLOOR
RENOVATION BLDG #212

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*Revised version
added to modif. #3*

Attachment "B" Resources To Be Shared

- **Place of Contract Performance:**

11301 Wilshire Blvd., Los Angeles, CA 90073

- **Location:** The Salvation Army shall occupy the following spaces of Building #212 at the Greater Los Angeles Healthcare Center: the entire third and second floors, and the west wing of the first floor. The Salvation Army shall have access to the common areas, entry ways, elevators, ancillary areas and exterior areas of Bldg. 212 to the extent reasonable and necessary to access and use the occupied areas. By mutual agreement and modification to this contract, additional areas in Bldg. 212 may be occupied by the Salvation Army.

- Sharing partner shall comply with DVA signage policy as indicated on Attachment "E".

- Smoking shall be confined to outside designated smoking shelters.
- Random inspections by the CO, the CO's Technical Representative (COTR) and the VA Security Police may be conducted during the Period of Performance after giving the Sharing Partner reasonable notice.
- There shall be no possession or consumption of alcoholic beverages on VA grounds.
- Sharing Partner shall be responsible for all janitorial services and supplies, trash removal, as well as, routine interior maintenance and repairs within the occupied areas.
- All remodeling and/or renovation considered appropriate or desired by the Sharing Partner shall be pre-approved by the DVA. Any shared cost of such remodeling or renovation is subject to negotiations.
- Telephone/data lines and long distance access will be purchased by the Salvation Army from the local phone company and coordinated through DVA Information Resource Management (IRM).

*Revised version
added to modify # 3*

**REVISED ATTACHMENT "C"
FEE SCHEDULE**

Rent or Occupancy Fee: Effective at completion of renovation by The Salvation Army of the west wing of the first floor of Building #212 or on February 1, 2006, whichever is earlier (such date shall be referred to as the projected occupancy date of the west wing of the first floor), The Salvation Army shall pay to the DVA a monthly rental of \$1,500 for occupancy of the portions of Building #212 described in Attachment "B" (said amount to reflect the entire fee paid by The Salvation Army to the DVA for building use, including utilities), except that this rental fee shall be waived by the DVA each month after the projected occupancy date of the west wing of the first floor until the cumulative amount of rental fees waived is equal to the actual cost to The Salvation Army of designing and installing fire sprinklers in those portions of Building #212 not occupied by The Salvation Army, i.e. the east wing of the first floor and basement.

The Salvation Army shall provide reasonable documentation to the DVA of said costs. The DVA shall provide access to the east wing of the first floor and basement and any other areas of the building as necessary to The Salvation Army and their consultants and contractors and shall otherwise cooperate with The Salvation Army relative to the installation of fire sprinklers in those areas. Further, the parties agree that the rental fee waiver shall not extend for more than 96 months beyond the projected occupancy date of the west wing of the first floor and shall not exceed a cumulative amount of \$143,500. Henceforth, all negotiated monthly rents are due and payable beginning the first of each month and thereafter.

*7 - The Salvation Army - B212
ESA 6915-5257*

*(Also see Suppl. Ag. #1
Attached)*

*96 mos. = 8 yrs!
From 2/1/06 =
2/1/14
Contract expiration:
7/20/14*

**VA Greater Los Angeles Healthcare System
Enhanced Health Care Resources Sharing Agreement**

Amendment No. 1

Sharing Agreement No. V691S-5257, pursuant to Title 38, U.S.C. Section 8153, made and entered into on July 20, 2004, between the VA Greater Los Angeles Healthcare System and The Salvation Army is hereby amended as follows:

Attachment "C", is hereby deleted and replaced by Revised Attachment "C", attached hereto and by this reference made a part hereof.

All other terms and conditions shall remain as set forth in the original Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date(s) indicated below.

United States of America
Department of Veterans Affairs
Greater Los Angeles Healthcare System

Sharing Partner
The Salvation Army, A California Corporation

By

By

Ralph D. Tillman
Director, Asset Management
Greater Los Angeles Healthcare System

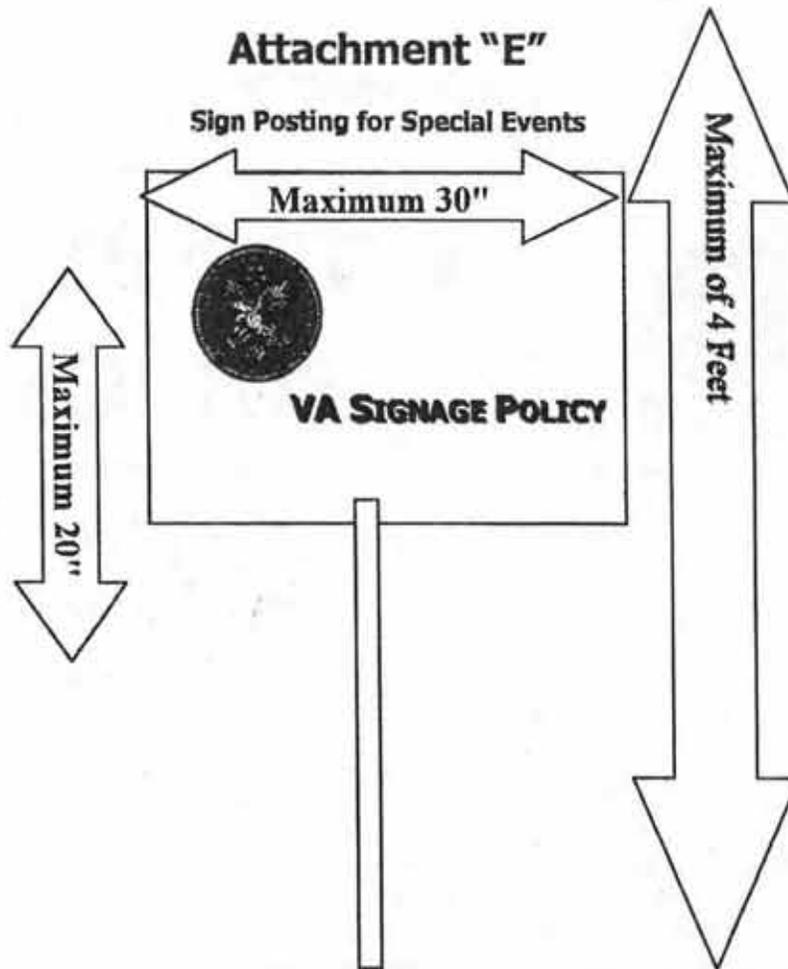
Date

Date

ATTACHMENT "D"

Capital Improvement Amortization Schedule

The actual costs of the Capital Improvements will be amortized at an annual rate of $1/10^{\text{th}}$ of such costs per year for each of the first five (5) years after completion of construction thereof and thereafter at an annual rate of $1/30^{\text{th}}$ of such actual costs. The costs of capital improvements shall include all costs of design and construction, fees, and related work comprising the costs of developing and improving the shared property.



Signage indicating events or directions will be constructed of 20" X 30" foam core or poster board mounted on four (4) foot wooden or metal stakes using staples, nails or ties, (nylon or wire twist).

Signage will be placed on freestanding supports by the Sharing Partner and will be removed immediately following the event.

Event signage will flank any existing DVA sign by at least 24 inches.

Never place event signage ON or in front of any existing DVA signs!

There will be no posting of signs on the fence(s).

Attachment "F"



CORPORATE POLICY

December 1999

00-10A-132-03

MOTOR VEHICLE TRAFFIC AND PARKING POLICY

PURPOSE: The purpose of this policy is to establish a policy governing parking, traffic control and regulations on VA Greater Los Angeles Healthcare System grounds.

POLICY: It is the policy of the VA Greater Los Angeles Healthcare System to provide parking space for patients, visitors, volunteers and employees within the criteria established by the Department of Veteran Affairs and consistent with the mission of the VA Greater Los Angeles Healthcare System. Also, it is the policy to establish control and traffic regulations applicable to motor vehicles operated on VA Greater Los Angeles Healthcare System property. All motor vehicles operated on VA Greater Los Angeles Healthcare System property must comply with all posted regulations and this policy. The Department of Veterans Affairs is not responsible for damage, theft, etc., to automobiles parked on the grounds. Operators of all vehicles on the grounds will drive their vehicles in such a manner as to protect all persons and property from damage.

RESPONSIBILITIES:

Chief, Police & Security:

- (1) Develop traffic, parking control and vehicle registration system for the facility. The VA Police will issue vehicle registration decals and enforce traffic and parking regulations.
- (2) Will ensure roadways and parking areas are posted with signs clearly designating speed limits, time limits, reserved/restricted spaces, and enforcement methods in use.

PROCEDURES:

A. ENFORCEMENT:

(1) The Department of Veterans Affairs Police are empowered to enforce State and Federal laws, and applicable VA regulations, CFR 1.218, concerning the operation and parking of motor vehicles on government property.

(2) Except for parking of vehicles in designated fire lanes, emergency vehicle areas and other essential lanes, a Courtesy Violation Notice (if vehicle registered with VA Greater Los Angeles Healthcare System) will be issued for the first and second offense within a one-year period which conforms with the AFGE Union Agreement. Unregistered vehicles are not protected by this (AFGE Union) clause, and police officer discretion will prevail. A "U.S. District Court Violation Notice" will be issued for third and subsequent offenses, with appropriate fines.

(3) Information relevant to the issuance of courtesy citations will be forwarded to the appropriate Department for their action.

(4) Counseling letters may be issued through Department Directors for their employees who violate traffic and parking regulations.

Persons failing to comply with verbal instructions given by a VA Police Officer will be subject to issuance of a "U.S. DISTRICT COURT VIOLATION NOTICE".

(6) Any person receiving a "Warning Violation Notice" or a "U.S. District Court Violation Notice" is required to comply with the instructions contained on the citation, at the time of issuance.

(7) Specific traffic offenses committed at VA Greater Los Angeles Healthcare System care facilities, which require mandatory appearances before the U.S. Magistrate, are subject to legal enforcement as prescribed by law.

(8) Any other violation of posted parking restrictions or moving violations, that are in contradiction with the VA Greater Los Angeles Healthcare System Policy as provided in the enabling legislation passed by the Congress of the United States and signed by the President, will result in the issuance of a "U.S. District Court Standardized Violation Notice".

(9) All vehicles parked illegally, or for more than 24 hours on the VA Greater Los Angeles Healthcare System grounds, are subject to removal by towing; all costs of which are the responsibility of the owner or driver of the motor vehicle.

(10) The enforcement of parking regulations will be consistent.

SITE SPECIFIC PARKING:

Site specific regulations will be included in Attachment "A" for West Los Angeles Healthcare Center; Attachment "B" for Sepulveda Ambulatory Care Center and Attachment "C" for Los Angeles Ambulatory Care Center.

POSTED AREAS (HANDICAP, GOVERNMENT VEHICLES, DIALYSIS):

- (1) Unauthorized parking in posted areas is prohibited. Unauthorized employees and public parking in these areas will be subject to appropriate citations.
- (2) Repeat violators of established parking policy may be denied the privilege of having a vehicle on the grounds or vehicles may be towed by private contractor and stored at the owner's expense.

REGULATIONS:

- (1) Temporary permits shall be issued by the Chief of Police & Security or designee to those who have extenuating circumstances and are issued on a case-by-case basis, not to exceed one (1) day.
- (2) Parking is permitted in designated parking lots only. Parking in roadways, fire lanes, ambulance entrances, crosswalks, yellow and red-curbed areas, grassy areas, receiving/delivery/loading areas, etc., is prohibited. Only a VA Police Officer has the authority to park a motor vehicle in these areas.
- (3) Motor vehicles operated on VA Greater Los Angeles Healthcare System grounds must have a current valid state registration and license plates.
- (4) Drivers operating motor vehicles or bicycles on Government property are responsible for operating in a safe manner and observing the VA Greater Los Angeles Healthcare System traffic regulations and the "Rules of the Road", State of California motor vehicle laws.
- (5) All unattended motor vehicles and bicycles on this property must be locked.

ACCIDENTS:

All accidents involving motor vehicles operated on VA Greater Los Angeles Healthcare System grounds, whether with other vehicles, pedestrians, or Government property, will be reported immediately to Police & Security.

The Department of Veterans Affairs assumes no responsibility for accidents occurring on Medical Center grounds between privately owned motor vehicles; however, such accidents should be reported to the VA Police & Security.

HANDICAP PARKING:

(1) Handicapped persons are defined as those so severely handicapped as to require parking in areas to afford barrier free paths to treatment facilities or the employees' work locations. Employees eligible for "temporary" reserved handicap parking include:

- (a) Those confined to wheelchairs.
- (b) Single or double lower limb amputees.
- (c) Those with lower limb impairments, which require the use of assist or devices for ambulation.
- (d) Those with medical conditions, which severely restrict ambulation.

(2) Any handicapped employee (as defined in paragraphs 1, a, b, c, & d above, who desires reserved parking privileges in a handicap area must meet all required criteria, along with a medical justification from their attending physician. They must then present themselves to the Police & Security and if approved, a temporary permit for thirty (30) days will be authorized. If the disability should continue past thirty (30) days, it is incumbent upon the employee to apply for a State of California Handicap placard.

Handicapped parking spaces will be allocated according to VHA Headquarters mandates and will be located closest to treatment areas and employees' work sites accordingly. Under state law, handicapped parking spaces cannot be reserved for a specific category of person, (i.e.: employee). Handicapped placards must be predominately displayed within the vehicle.

PARKING OF CAMPERS, TRAILERS AND MOTOR HOMES ON VA GREATER LOS ANGELES HEALTHCARE SYSTEM CONTROLLED PROPERTY:

(1) VA Police Officers, when confronted with a request by a patient/visitor or an employee to park or sleep overnight in a trailer, camper, or motor home at the VA Greater Los Angeles Healthcare System, will inform the requester that such parking is prohibited for safety and liability reasons, unless prior approval is received from the Chief Executive Officer or the Administrative Officer of the Day (AOD).

(2) VA Police Officers will also investigate all trailers, campers, or motor homes found parking on VA grounds after hours or on weekends/holidays. If found to be occupied, inhabitants should be informed of this policy and asked to remove their vehicle from the grounds.

TRAFFIC CONTROL:

- (1) All vehicles must be registered and operated in accordance with State of California laws.
- (2) All vehicle operators must possess a valid state operator's license and comply with the restrictions thereon.
- (3) The speed limit on all VA Greater Los Angeles Healthcare System roads is 20 MPH at West Los Angeles Healthcare Center and 15 MPH at the Sepulveda Ambulatory Care Center, unless otherwise posted, and 5 MPH in parking lots. For safety purposes, VA Police may use radar to monitor and enforce vehicle speed rules on station.
- (4) Vehicles will be operated on paved roads only. (This does not apply to Government maintenance vehicles being operated in the performance of official duties).
- (5) Vehicle operators must be continually on the alert for pedestrians, particularly patients, and be prepared to stop at any time.

REFERENCES:

MP-1, Part 1, Chapter 37

MP-1, Part 1, Chapter 34

MP-1, Part 1, Chapter 43

D. MP-1, Part 1, Chapter 2, Section B Paragraph 16

RESCISSION:

CM 1-132-03, West Los Angeles Healthcare Center

B. MCPM 07B-12-98, Southern California System of Clinics

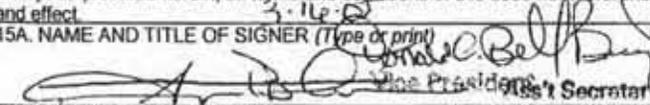
REVIEW DATE: As needed and/or December 2002

9. ATTACHMENTS: 3

PHILIP P. THOMAS
Chief Executive Officer

DATE

15 The Salvation Army – Blog 212
ESA 691S-5257

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	DATE OF DATES 1 2
2. AMENDMENT/MODIFICATION NO. Supplemental Agreement #1		3. EFFECTIVE DATE 1/18/05	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If available)
6. ISSUED BY Director, Asset Management VAGLAHS, 11301 Wilshire Blvd., B 500, R 6428 Los Angeles, CA 90073		CODE 691/00	7. ADMINISTERED BY (if other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) The Salvation Army 900 W. James M. Wood Blvd. Los Angeles, CA 900			(✓)	9A. AMENDMENT OF SOLICITATION NO.	
			(✓)	9B. DATE (SEE ITEM 11)	
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. V691S-5257	
			X	10B. DATED (SEE ITEM 13) 7/20/04	
CODE	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
(4) X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying offices, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 38 USC 8153 Enhanced Sharing of Healthcare Resources				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>one</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section heading, including solicitation/contract subject matter where feasible.) Attachment "C", para. 2 is hereby deleted and replaced by the following para. "The Salvation Army shall provide reasonable documentation to the DVA of said costs. The DVA shall provide access to the east wing of the first floor and basement and any other areas of the building as necessary to the Salvation Army and their consultants and contractors and shall otherwise cooperate with the Salvation Army relative to the installation of fire sprinklers in those areas. Further, the parties agree that the rental fee waiver shall not extend for more than 96 months beyond the projected occupancy date of the west wing of the first floor and shall not exceed a cumulative amount of \$143,500. Henceforth, all negotiated monthly rents are due and payable beginning the first of each month and thereafter."					
Except as provided herein, all terms and conditions of this document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)  Asst Secretary			15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RALPH D. TILLMAN, DIRECTOR, ASSET MANAGEMENT		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 1/19/05	

OLD

ATTACHMENT "C" FEE SCHEDULE

Rent or Occupancy Fee: Effective at completion of renovation by the Salvation Army of the west wing of the first floor of Building #212 or on February 1, 2006, whichever is earlier (such date shall be referred to as the projected occupancy date of the west wing of the first floor), the Salvation Army shall pay to the DVA a monthly rental of \$1500.00 for occupancy of the portions of Building #212 described in Attachment "B" (said amount to reflect the entire fee paid by the Salvation Army to the DVA for building use, including utilities), except that this rental fee shall be waived by the DVA each month after the projected occupancy date of the west wing of the first floor until the cumulative amount of rental fees waived is equal to the actual cost to the Salvation Army of designing and installing fire sprinklers in those portions of Building #212 not occupied by the Salvation Army i.e. the east wing of the first floor and basement.

The Salvation Army shall provide reasonable documentation to the DVA of said costs. The DVA shall provide access to the east wing of the first floor and basement and any other areas of the building as necessary to the Salvation Army and their consultants and contractors and shall otherwise cooperate with the Salvation Army relative to the installation of fire sprinklers in those areas. Further, the parties agree that the rental fee waiver shall not extend for more than 53 months beyond the projected occupancy date of the west wing of the first floor and shall not exceed a cumulative amount of \$79,500. Henceforth, all negotiated monthly rents are due and payable beginning the first of each month and thereafter.

RECORDING REQUESTED BY:
The Salvation Army

WHEN RECORDED RETURN TO:

The Salvation Army
900 W. James M. Wood Blvd.
Los Angeles, CA 90015

Unrecorded
Signed copy
w/ handwritten
info.

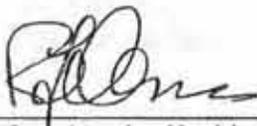
THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

MEMORANDUM OF RESOURCES SHARING AGREEMENT

This MEMORANDUM OF RESOURCES SHARING AGREEMENT is made by and between the United States Department of Veterans Affairs Greater Los Angeles Healthcare Center (the VA GLAHC) and The Salvation Army (collectively, the "parties") to document the terms under which The Salvation Army shall occupy space at the VA GLAHC, which is located at 11301 Wilshire Boulevard, Los Angeles, CA 90073, pursuant to the terms contained in that certain "Enhanced Health Care Resources Sharing Agreement" (the "Sharing Agreement"), and any amendment(s) thereto, between the parties, which is incorporated herein by reference.

- A. **Premises:** The Salvation Army shall occupy the following spaces of Building #212 at the Greater Los Angeles Healthcare Center: the entire third and second floors, and the west wing of the first floor. The Salvation Army shall have access to the common areas, entry ways, elevators, ancillary areas, and exterior areas of Building 212 to the extent reasonable and necessary to access and use the occupied areas.
- B. **Term:** The term shall be ten years with one (1) ten-year option to renew beginning from the date of execution of the Sharing Agreement, which is acknowledged by the parties to have occurred on July 20, 2004. The Salvation Army shall have the right to renew for a second ten-year term by written notice of intent delivered to the Director of Asset Management during the tenth year of the initial ten-year term.
- C. **Payment:** The Salvation Army shall pay the monthly sum of \$1,500 as described in Attachment "C" of the Sharing Agreement and any amendment(s) thereto.
- D. **Legal Description:** see attached.

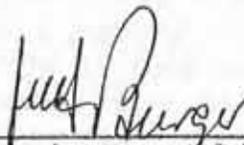
By:



Greater Los Angeles Healthcare System
Ralph D. Tillman
Director, Asset Management

7/5/05
Date

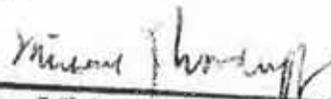
By:



The Salvation Army, a California corporation

KURT BURGER Treasurer

JUN 29 2005
Date



Michael J. Woodruff, Secretary

IN WITNESS THEREOF, THE PARTY HERETO HAS EXECUTED THIS
MEMORANDUM OF RESOURCES SHARING AGREEMENT.

STATE OF CALIFORNIA)

County of LOS ANGELES)

On JULY 05, 2005, before me, JOHN ANSOTIGUE, Notary Public,
personally appeared RALPH P. TILLMAN, personally known to me (or proved
to me on the basis of satisfactory evidence) to be the person(s) who ~~is~~ are subscribed to the
within instrument and acknowledged to me that ~~he~~ she/they executed the same in ~~his~~ her/their
authorized capacity(ies), and that by ~~his~~ her/their signature(s) on the instrument the person(s),
or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

John Ansotigue JOHN ANSOTIGUE (Seal)



IN WITNESS THEREOF, THE PARTY HERETO HAS EXECUTED THIS MEMORANDUM OF RESOURCES SHARING AGREEMENT.

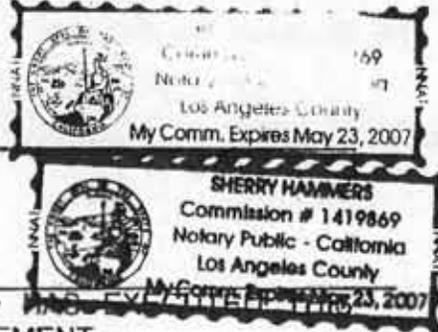
STATE OF CALIFORNIA)

County of Los Angeles)

On 6/24/05, before me, Sherry Hammers Notary Public, personally appeared Robert M. [unclear], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Sherry Hammers (Seal)



IN WITNESS THEREOF, THE PARTY HERETO HAS EXECUTED THIS MEMORANDUM OF RESOURCES SHARING AGREEMENT.

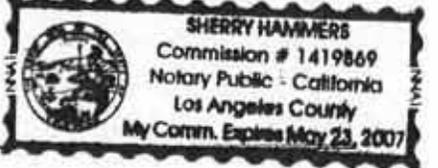
STATE OF CALIFORNIA)

County of Los Angeles)

On 6/24/05, before me, Sherry Hammers Notary Public, personally appeared Michael S. [unclear], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

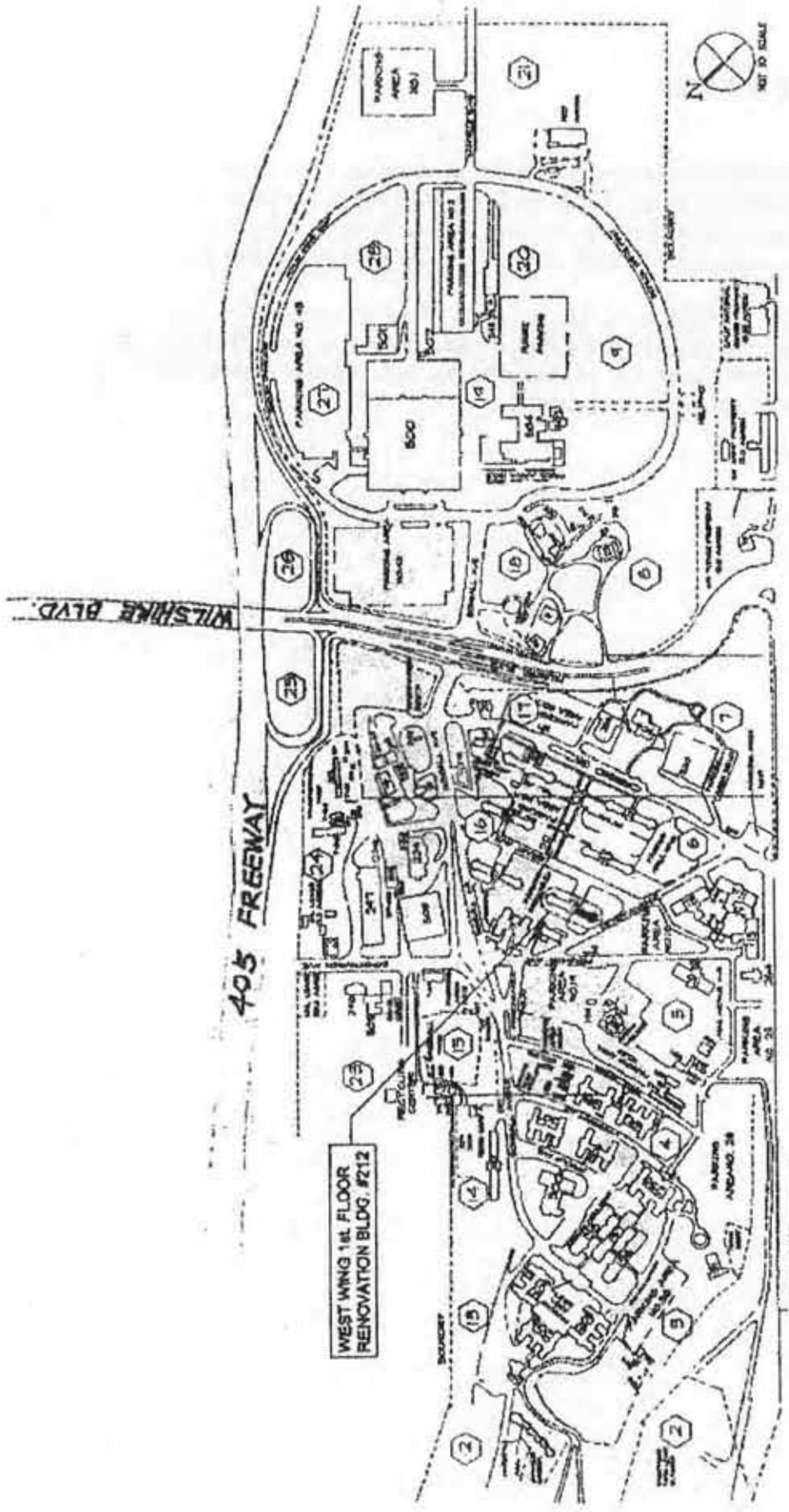
Signature Sherry Hammers (Seal)



LEGAL DESCRIPTION:

That portion of the Rancho San Vicente Y Santa Monica, in the County of Los Angeles, State of California, as recorded in Book 3, Pages 30 and 31 of Patents, in the office of the County Recorder of said County, shown as Parcel 903 on the Assessor's Map Book 4365, Page 8 of the Los Angeles County Assessor's Office, and more particularly defined as:

Those portions of Building No. 212 consisting of the entire third floor, the entire second floor and the west wing of the first floor, which portions shall constitute an indivisible five-eighths ($5/8^{\text{th}}$) interest in said Building No. 212, as further shown on the map attached hereto and made a part thereof.



LOCATION MAP

ADDITIONAL TERMS

The following terms are incorporated by reference:

1. Space to be Occupied: The Salvation Army shall occupy under this agreement the following spaces of Building # 212 at the West Los Angeles Dept. of Veterans Affairs Healthcare Center: all of the Third Floor; all of the Second Floor; and the West Wing of the First Floor. In addition, The Salvation Army shall have access to the common areas, entry ways, elevators, ancillary areas and exterior areas of Building # 212 to the extent reasonable and necessary to access and use the occupied areas. Occupancy shall not extend to the East Wing of the First Floor or the basement, unless it is agreed in writing by both parties that these areas or some portion thereof be occupied by The Salvation Army and placed under this agreement.
2. Term: The term of occupancy under this agreement shall be 10 years ("initial ten year term") from the date this agreement is executed by both parties. The Salvation Army shall have the right to renew this agreement for a second ten year term ("second ten year term"), such right to be exercised by written notice of intent being delivered to the appropriate local official of the Dept. of Veterans Affairs at any time during the 10th and final year of the initial ten year term.
3. Rent or Occupancy Fee: Effective at completion of renovation by The Salvation Army of the West Wing of the First Floor of Building # 212 or on February 1, 2006, whichever is earlier (such date shall be referred to as the "projected occupancy date of the West Wing of the First Floor"), The Salvation Army shall pay to the Department of Veterans Affairs a use fee of \$1500 a month for occupancy of the portions of Building # 212 described above under "Space to be Occupied," except that this use fee shall be waived by the Department of Veterans Affairs each month after the projected occupancy date of the West Wing of the First Floor until the cumulative amount of use fees waived is equal to the actual cost to The Salvation Army of designing and installing fire sprinklers in those portions of Building # 212 not occupied by The Salvation Army (the East Wing of the First Floor and the basement). The Salvation Army shall provide reasonable documentation to the Department of Veterans Affairs of said actual cost. The Department of Veterans Affairs shall provide access to the East Wing of the First Floor and the basement of Building #212, and any other areas of the building as necessary to The Salvation Army and their consultants and contractors and shall otherwise cooperate with The Salvation Army relative to the installation of fire sprinklers in these areas. Further, the parties agree that the use fee waiver shall not extend for more than 53 months beyond the projected occupancy date of the West Wing of the First Floor and shall not exceed a cumulative amount of \$79,500.
4. Lease Rider and Estoppel Agreement: This document is attached and is hereby incorporated by reference.

Attachment
to
Unknown
Document

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO. Modification to Contract #2	3. EFFECTIVE DATE 3/22/05	4. DESCRIPTION/DESCRIPTION CHANGE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY Director, Asset Management VAGLAHS, 11301 Wilshire Blvd., B 500, R 6428 Los Angeles, CA 90073	CODE 691/00	7. ADMINISTERED BY (if other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) The Salvation Army 900 W. James M. Wood Blvd. Los Angeles, CA 900	(✓)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATE (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. V691S-5257
	X	10B. DATED (SEE ITEM 13) 7/20/04

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying offices, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 38 USC 8153 Enhanced Sharing of Healthcare Resources
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return one copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section heading, including solicitation/contract subject matter where feasible.)
See attached.

THE SALVATION ARMY, A CALIFORNIA CORPORATION

Except as provided herein, all terms and conditions of this document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <i>[Signature]</i> Vice President Ass't Secretary	15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 3-23-05	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <i>[Signature]</i> RALPH D. TILLMAN, DIRECTOR, ASSET MANAGEMENT	15B. UNITED STATES OF AMERICA	15C. DATE SIGNED 3/22/05
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

- (a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.
- (b) Item 3 (Effective date).
- (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
 - (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
 - (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
 - (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
 - (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.
- (c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.
- (d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.
- (e) Item 9, (Amendment of Solicitation No. — Dated), and 10, (Modification of Contract/Order No. — Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.
- (f) Item 12 (Accounting and Appropriate Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:
- (1) Accounting classification
Net increase \$.....
 - (2) Accounting classification
Net decrease \$.....

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

- (g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103)
- (h) Item 14 (Description of Amendment/Modification).
- (1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.
 - (2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:
 - (i) Total contract price increased by \$
 - (ii) Total contact price decreased by \$
 - (iii) Total contract price unchanged.
 - (3) State reason for modification.
 - (4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.
 - (5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —
 - (i) A reference to the letter determination; and
 - (ii) A statement of the net amount determined to be due in settlement of the contract.
 - (6) Include subject matter or short title of solicitation/contract where feasible.
- (i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

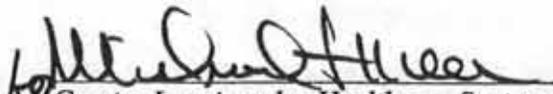
MEMORANDUM OF LEASE

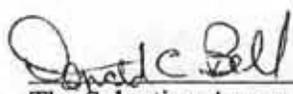
This MEMORANDUM OF LEASE is made by and between the United States Department of Veterans Affairs Greater Los Angeles Healthcare Center (the VA GLAHC), as LESSOR, and The Salvation Army, as LESSEE, (collectively, the "parties") to document the terms under which The Salvation Army shall lease space at the VA GLAHC, which is located at 11301 Wilshire Boulevard, Los Angeles, CA 90073, pursuant to the terms contained in that certain "Enhanced Health Care Resources Sharing Agreement" (the "Sharing Agreement"), and any amendment(s) thereto, between the parties, which is incorporated herein by reference.

- A. **Premises:** The Salvation Army shall occupy the following spaces of Building #212 at the Greater Los Angeles Healthcare Center: the entire third and second floors, and the west wing of the first floor. The Salvation Army shall have access to the common areas, entry ways, elevators, ancillary areas, and exterior areas of Building 212 to the extent reasonable and necessary to access and use the occupied areas.
- B. **Term:** The term shall be ten years with one (1) ten-year option to renew beginning from the date of execution of the Sharing Agreement, which is acknowledged by the parties to have occurred on July 20, 2004. The Salvation Army shall have the right to renew for a second ten-year term by written notice of intent delivered to the Director of Asset Management during the tenth year of the initial ten-year term.
- C. **Payment:** The Salvation Army shall pay the monthly sum of \$1,500 as described in Attachment "C" of the Sharing Agreement and any amendment(s) thereto.
- D. **Legal Description:** see attached.

By Lessor:

By Lessee:


Greater Los Angeles Healthcare System
Ralph D. Tillman
Director, Asset Management

 
The Salvation Army, A California corporation
Vice President Ass't Secretary

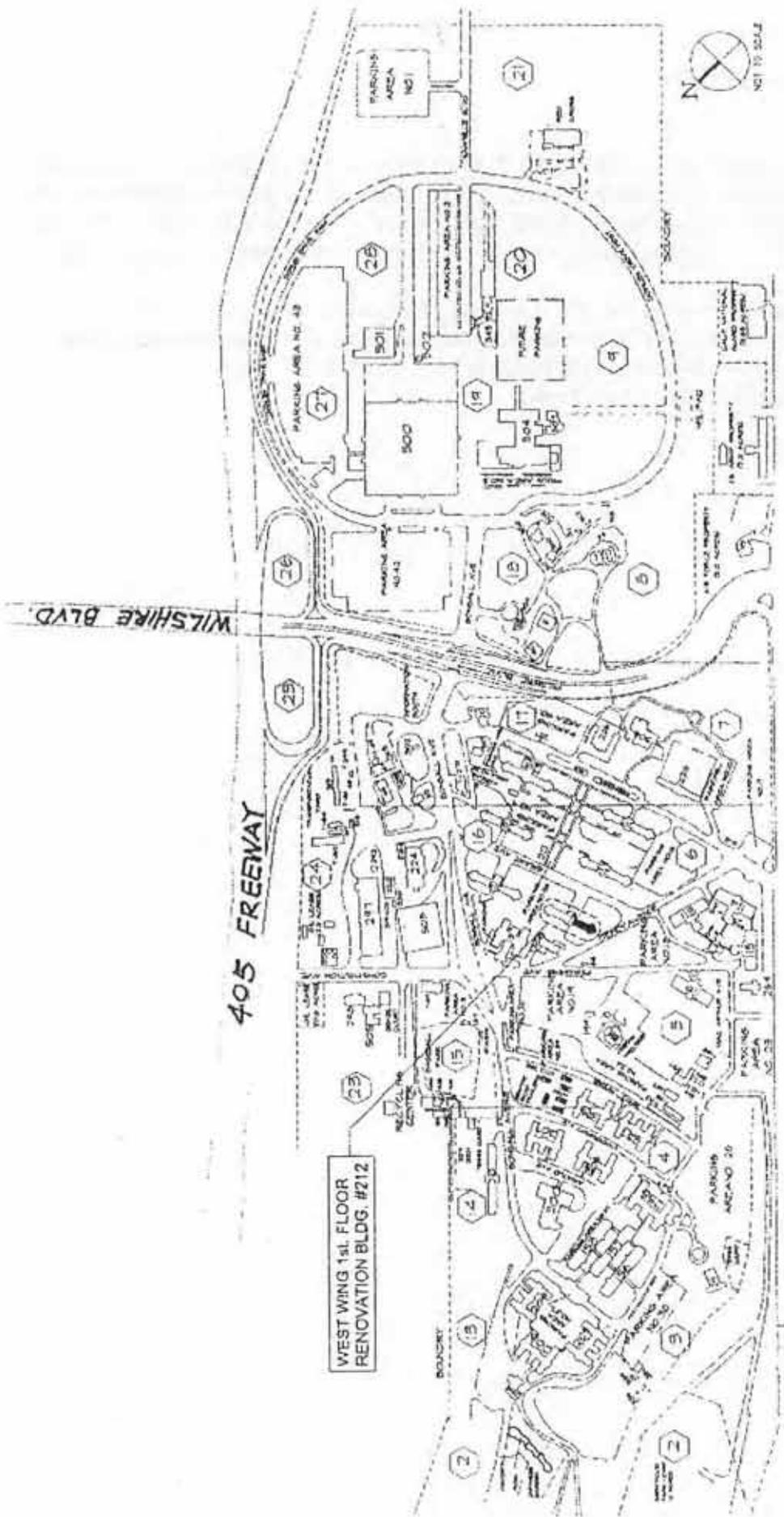
3/22/05
Date

3-23-05
Date

LEGAL DESCRIPTION:

That portion of the Rancho San Vicente Y Santa Monica, in the County of Los Angeles, State of California, as recorded in Book 3, Pages 30 and 31 of Patents, in the office of the County Recorder of said County, shown as Parcel 903 on the Assessor's Map Book 4365, Page 8 of the Los Angeles County Assessor's Office, and more particularly defined as:

Those portions of Building No. 212 consisting of the entire third floor, the entire second floor and the west wing of the first floor, which portions shall constitute an indivisible five-eighth's ($5/8^{\text{th}}$) interest in said Building No. 212, as further shown on the map attached hereto and made a part thereof.



LOCATION MAP

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES
1 10

2. AMENDMENT/MODIFICATION NO. **Modification to Contract - #3** 3. EFFECTIVE DATE **7/18/06** 4. REQUISITION/PURCHASE REQ. NO. _____ 5. PROJECT NO. (If applicable) _____

6. ISSUED BY CODE **NBG/CC-641/07** 7. ADMINISTERED BY (If other than Item 6) CODE _____
Director, Asset Management
VA GLAHS, 11301 Wilshire Blvd., B200, R219
Los Angeles, CA 90073

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
The Salvation Army
900 W. James M. Wood Blvd.
Los Angeles, CA 90015-1356
 9B. DATE (SEE ITEM 11) _____
 10A. MODIFICATION OF CONTRACT/ORDER NO. **X V691S-5257**
 10B. DATED (SEE ITEM 13) **X 7/20/04**
 CODE _____ FACILITY CODE _____

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying offices, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
38 USC 8153 Enhanced Sharing of Healthcare Resources
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return **One original** to the Issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section heading, including solicitation/contract subject matter where feasible.)

See attached Modifications of ESA V691S-5267 as follows:
 Revised Attachment B – Resources To Be Shared
 New Attachment B1 – Other Contract Requirements
 New Attachment B2 – Repair, Replacement and Maintenance Responsibilities
 New Attachment B3 – Eight-Year Plan for Improvement
 Revised Attachment C – Fee Schedule

AUG 31 2006

Except as provided herein, all terms and conditions of this document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) **Treasurer** **Secretary** 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) **RALPH D. TILLMAN, DIRECTOR, ASSET MANAGEMENT**
 15B. CONTRACTOR/OFFEROR _____ 15C. DATE SIGNED _____ 16B. UNITED STATES OF AMERICA BY **R. Tillman** 16C. DATE SIGNED **7/18/06**
 (Signature of person authorized to sign) (Signature of Contracting Officer)

INSTRUCTIONS

Instructions for items other than those that are self-explanatory are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Item 9. (Amendment of Solicitation No. — Dated), and 10. (Modification of Contract/Order No. — Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriate Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

- (1) Accounting classification
 Net increase \$.....
- (2) Accounting classification
 Net decrease \$.....

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by \$

(ii) Total contract price decreased by \$

(iii) Total contract price unchangedX.....

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

**Revised
Attachment "B"
Resources To Be Shared**

• **Place of Contract Performance:**

11301 Wilshire Blvd., Building 212, Los Angeles, CA 90073

• **Location:**

Except for the West Wing of the basement floor and Room 301 which are occupied by VA GLAHS research, clinical, and administrative staff, Sharing Partner shall occupy the first, second, third and basement floors of Building 212, at the Greater Los Angeles Healthcare Center. Sharing Partner shall also have access to the common areas, entry ways, elevators, ancillary areas and exterior areas of Building 212.

Additional space being made available to Sharing Partner under this contract modification include: the East Wing of the first floor and the East Wing of the basement floor of Building 212.

THE SALVATION ARMY SOUTHERN CALIFORNIA DIVISION FINANCE COUNCIL	
AUG 24 2006	
<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved
<input type="checkbox"/> Recommended	<input type="checkbox"/> Concept Approval
<input type="checkbox"/> Reviewed/Noted	<input type="checkbox"/> Deferred
By _____	

Attachment "B1"

Other Contract Requirements

- Sharing Partner shall maintain compliance with all Federal, State and Local regulations and guidelines, including State and Federal licensing requirements, applicable to an on-grounds VA-Community partnership for the operation of a facility providing housing and services to veterans transitioning from mental health and substance abuse problems to appropriate housing and services in the community.
- After providing Sharing Partner reasonable notice, random inspections by the CO, the CO's Technical Representative (COTR), VA Security Police and/or Safety Officers may be conducted during the Period of Performance.
- Sharing Partner is aware that environment plays a role in the health, well-being and rehabilitation of the veterans in their transitional housing and therapeutic programs in Building 212. Sharing Partner is also aware that environment plays a role in the ability of their staff to deliver superior care to the veterans they serve. With that in mind, Sharing Partner agrees to:
 - 1) Maintain high standards of cleanliness with regard to their rental space, furniture, appliances and equipment, as well as excellent standards of patient, resident and staff hygiene. Sharing Partner agrees to train appropriate staff to fulfill housekeeping supervision duties as needed to maintain these high standards.
 - 2) Sharing Partner agrees to upgrade and improve the interior of Building 212 where needed and appropriate to provide a pleasing appearance, a comfortable living space, and cheerful recuperation environment. Sharing Partner agrees to perform upgrades such as painting of walls, renewal of tile surfaces, replacement of carpet and other floor coverings, and improvements to lighting systems, windows, and window treatments.
 - 3) Sharing Partner's Eight-Year Plan for Improvement is incorporated as part of this agreement as Attachment "B3." In the event that Sharing Partner exercises its option to renew this agreement at the end of the first ten-year term, a new plan for improvement covering the succeeding ten years will be provided to CO.
- There shall be no possession or consumption of alcoholic beverages on VA grounds.
- Sharing partner shall comply with DVA signage and parking policies as indicated in Attachments "E" and "F."
- Smoking shall be confined to outside designated smoking shelters.
- Sharing Partner shall be responsible for all janitorial services and supplies, fire extinguishers, trash removal, as well as, routine interior maintenance, inspections and repairs within the occupied areas. Repair, replacement and maintenance responsibilities are further described, but not limited to, those listed in Attachment "B2."

Attachment "B1"

Other Contract Requirements

(continued)

- Telephone/data lines and long distance access shall be purchased from the local phone company and coordinated through DVA Information Resource Management (IRM). The sharing partner is responsible for repair, replacement and maintenance costs associated with these communication lines.

- All remodeling and/or renovation considered appropriate or desired by the Sharing Partner shall be pre-approved by the DVA. Any shared cost of such remodeling or renovation is subject to negotiations between the parties to this agreement and approval by the CO.

- Procedures for access to VA offices in Building 212 related to repairs in Sharing Partner's occupied areas are as follows:
 - 1) If there is a scheduled repair that will be done during normal working hours, Sharing Partner should contact the office of the Chief of Community Care, in advance, to arrange for access during the repair time.

 - 2) If there is an urgent/emergency repair situation during normal working hours and access is not immediately available through Community Care staff, Sharing Partner should contact VA Police to access the space.

 - 3) If there is an urgent/emergency repair situation after normal working hours or over a weekend, Sharing Partner should contact VA Police to access the space.

Attachment "B2"

**Repair, Replacement and Maintenance Responsibilities
 Building 212**

- Sharing Partner (TSA) and GLAHS agree to maintain a high standard with regard to repairs, maintenance and safety in Building 212, per the list below:

<i>TSA Responsibility</i> (including costs)	<i>VA Responsibility</i> (including costs)
Repairs to, replacement of, interior appliances, furniture and equipment such as: - A/Cs (stand-alone units) - drinking fountains - ice machines - refrigerators - stoves including hoods/exhaust fans - washers/dryers/dishwashers - garbage disposals - cabinets - lamps - beds - tables/chairs - pianos - fans (stand-alone units) - heaters (stand-alone units) - microwaves and other small appliances - computers (See * items on VA side)	Repairs to, and replacement of electrical systems and equipment , such as: - embedded heating/cooling system & parts > compressors, wiring, etc. - thermostats connected to imbedded systems - embedded electrical systems (auto doors, etc.) - breaker boxes - breaker switches (except "simple trips") - electrical circuits - exterior lighting (flood lights, etc.) - emergency lighting – exits, alarms, etc. - building power outage - exposed wires inside walls, ceilings - *electrical outlets - *built-in ceiling, exhaust and wall fans/vents - *built-in wall heaters/radiators - *built-in lighting systems/fixtures - *wall light switches (* complex repair only)
Leaks from interior appliances and equipment: - examples above and below	Leaks in and from walls, ceilings, and exterior: - examples above and below
Repairs to, or replacement/mounting of, interior plumbing and equipment such as: - sinks - faucets - toilets and seats - urinals - int. pipes, valves, drains (including "snake-outs") - mirrors - air dryers - showers - shower rods, tiles, grout, heads/fixtures - waterproofing, seals - paper products holders - soap dispensers, other dispensers	Repairs to, or replacement/mounting of, in-wall or exterior plumbing repair such as: - water pressure in building - steam heat system - building sewer main - water pipes - sewer pipes - water heater - ext. building faucets and drains (including patio) - flooding from ext. environmental conditions
Interior painting - all	Exterior painting - all
Surface mold such as on: - grout/shower tiles - carpet	In-wall or in-ceiling mold or asbestos (Except for mold caused by leaks from TSA's interior space, such as from toilet valves, etc.)

Attachment "B2"	(continued)
<p>Repairs to, or replacement/mounting/re-setting of interior items such as:</p> <ul style="list-style-type: none"> - ceiling tiles (unless caused by in-ceiling leak) - floor tiles - cabinets - carpet - interior doors (all parts except locks?) <ul style="list-style-type: none"> >knobs, closers, handles, stops, hinges, latches - lockers (including keys and locks) - cabinet/furniture keys - lamps - fire extinguishers - kitchen hood extinguishing systems - electrical cords to/from appliances - int. lighting, ballast, light bulbs (non-emergency lights) - windows, frames (damaged by patients or staff) - window screens - window locks, brackets, plates - windows stuck - baseboards - curtains/drapes - benches - handrails - vending machines - bulletin boards, pictures 	<p>Repairs to, or replacement/mounting/re-setting of interior items such as:</p> <ul style="list-style-type: none"> - fire doors - fire pumps/building sprinkler system (and testing) - life safety equipment - stairwell doors - smoke detectors - fire alarms - exit doors - panic bar - door locks (all key locks, dead bolt locks) - door keys (all) - elevators - ceiling tiles (if caused by in-ceiling leak) - holes in ceiling (unless caused by patients/staff) - suspension ceiling - windows broken (if caused by exterior source)
<p>Repairs/maintenance necessitated by patient/staff actions, normal wear and tear such as:</p> <ul style="list-style-type: none"> - dents, holes in walls (plastering and painting) - fire damage - local overflows, flooding - local clogs - antennas - int. insect control 	<p>Repairs to, and maintenance of, exterior items such as:</p> <ul style="list-style-type: none"> - roof - asphalt - benches and tables - fencing - antennas - lawn sprinklers, hoses - ext. grounds - ext. insect control - ext. lighting - dumpsters - canopy/thin metal awnings, if part of building - ext. door keys
<p>Calibration of medical equipment such as:</p> <ul style="list-style-type: none"> - Breathalyzers - Intoximeters - Scales 	<p>Safety checks re equipment such as:</p> <ul style="list-style-type: none"> - VA-owned biomedical equipment - electrical devices within patient care areas
<p>Preventive maintenance of appliances, equipment and interior structure</p> <ul style="list-style-type: none"> - examples above 	<p>Mandated preventive maintenance inspections (PMIs) per VA regulations</p>
<p>Disconnection, removal or moving of int. items</p> <ul style="list-style-type: none"> - examples above 	

Attachment "B3"

Sharing Partner's Eight-Year Plan for Improvement

Revised Attachment "C"

Fee Schedule

- **Rent or Occupancy Fee:**

Effective at completion of renovation by the Salvation Army of the west wing of the first floor of Building 212 or on February 1, 2006, whichever is earlier (such date shall be referred to as the projected occupancy date of the west wing of the first floor), the Salvation Army shall pay to the DVA a monthly rental of \$1500.00 for occupancy of the portions of Building 212 described in Attachment "B" (said amount to reflect the fee paid by the Salvation Army to the DVA for building use, including utilities), except that this rental fee shall be waived by the DVA each month after the projected occupancy date of the west wing of the first floor until the cumulative amount of rental fees waived is equal to the actual cost to the Salvation Army of designing and installing fire sprinklers in those portions of Building 212 not occupied by the Salvation Army i.e. the east wing of the first floor and basement.

The Salvation Army shall provide reasonable documentation to the DVA of said costs. The DVA shall provide access to the east wing of the first floor and basement and any other areas of the building as necessary to the Salvation Army and their consultants and contractors and shall otherwise cooperate with the Salvation Army relative to the installation of fire sprinklers in those areas. Further, the parties agree that the rental fee waiver shall not extend for more than 96 months beyond the projected occupancy date of the west wing of the first floor and shall not exceed a cumulative amount of \$143,500. Henceforth, all negotiated monthly rents are due and payable beginning the first of each month and thereafter.

- **Contract Modification For Additional Space:**

Per "Revised Attachment B," additional space is being made available to Sharing Partner. Monthly rental shall be \$300 per month per wing (i.e. first floor/east wing, basement/east wing). Additional rent is payable for each wing of the additional space as each wing is independently occupied by Sharing Partner. Rental fees for the additional spaces shall be subject to waiver as described further in the above two (2) paragraphs.

"Occupancy" for purposes of this clause shall be deemed to have occurred on the day that the VA approves of Sharing Partner's "occupancy" of a specific portion of the additional space (i.e. either: (a) the east wing/central corridor of the first floor, or (b) the east wing of the basement), subsequent to written notification to the VA by Sharing Partner of its intent to "occupy" a specific portion of the additional space.

- **Repair Costs:**

Repair, replacement and maintenance costs shall be borne by the Sharing Partner and GLAHS in accordance with the "Repair, Replacement and Maintenance Responsibilities" described in Attachment "B2."

Attachment "C"

Fee Schedule (continued)

- **Key Deposit:**

As Sharing Partner's employees and board-and-care tenants are not VA employees, they are not authorized to obtain keys for Building 212 from the VA key shop. DVA Guidelines require that only VA employees sign for keys being used in buildings on the VA grounds. Difficulties arise when keys are lost, stolen, or do not get returned to the VA after program staff or participants leave. The VA employee whose signature is on the original key shop request must then bear the financial burden for replacement keys.

In order to ensure that the VA employee is not held responsible for the cost of unreturned or misplaced keys, it is agreed that Sharing Partner will be responsible for the cost of all unreturned or misplaced keys signed for by GLAHS staff on Sharing Partner's behalf. It is further agreed that, upon execution of this agreement, Sharing Partner will provide a **\$500** deposit to cover the cost of key replacement. Should the deposit be fully depleted at any time, Sharing Partner agrees to immediately replenish the key deposit in the amount of \$500. At the end of the contract term herein, any unused deposit will be returned to Sharing Partner. The Director of Asset Management or his designee will be responsible for collection of these funds from Sharing Partner.

II.E.4.
REVENUE REPORT

VA Greater Los Angeles Healthcare System
Asset Management Alternative Revenue Recurring Report
January 1, 2011 to September 1, 2012

<u>Name Account #</u>	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Terms</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
The Salvation Army - B212							0.00
Total The Salvation Army - B212							0.00

II.F.
THE SALVATION ARMY
– BUILDING 207

II.F.1.
PROPOSAL DOCUMENTS

Greater Los Angeles Healthcare System
The Salvation Army Enhanced Healthcare Resources Sharing Agreement
Facility: 691 VISN 22

1. **The resource to be sold/shared**

The resource to be shared is Building 207 located at VA Greater Los Angeles Healthcare Center, 11301 Wilshire Boulevard, Los Angeles, CA 90073. The space will be used as a 70-bed board-and-care facility and a 20-bed transitional housing unit.

2. **Name of the sharing partner**

The sharing partner is The Salvation Army (TSA).

3. **Term of the agreement**

The term of the proposed agreement is 20 years, with one ten-yr option from date of execution of the agreement.

4. **Costing methodology or basis of rate reimbursement**

The cost is based on the GLAHS staying cost-neutral and allowing the use of this space in exchange for a monthly facility fee of approximately \$17,510 per month. TSA's current rate is \$17,000/mo. x 12 mos. = \$204,000/yr. With an expected increase of .03%: $\$204,000 \times .03\% = \$6,120 + \$204,000 = \$210,120 \div 12 \text{ mos.} = \$17,510/\text{mo.}$

5. **The Current market rate in the private sector for comparable space**

The going rate in the community for renting residential care properties is \$200 per month, per licensed bed. (also see #6 below)

6. **Net usable square footage being shared**

Research among administrators of VA-approved facilities in the residential care business shows that the going rate for renting residential care properties in the community is not calculated by net square feet or any other square footage measure. It is calculated by the number of licensed beds in the facility. The Exodus Lodge program in Building 207 is licensed for 90 beds, 70 beds are used for the residential care portion and 20 beds are used for the transitional care program. Using the going rate in #5 above: $\$200 \times 70 = \$14,000/\text{mo}$ or $\$200 \times 90 = \$18,000/\text{mo}$. TSA currently pays \$17,000.

Greater Los Angeles Healthcare System
The Salvation Army Enhanced Healthcare Resources Sharing Agreement
Facility: 691 VISN 22

7. **Will the proposal cover all operating costs?**

Yes, the proposal will cover all operating costs (utilities, maintenance and security) for this space.

8. **Are we charging market rate for the space?**

Yes, we are charging market rate for this space per recent rate comparisons above.

9. **What are the annual operating costs (utilities, maintenance and security) for this space?**

TSA accepted the building on an "as is" basis and they have been responsible for annual operating costs. Per formula, current operation costs are calculated as $\$3.75 \times 46,594 \text{ gsf} = \$174,727.50$ per year. VA shared space has been deducted from the gsf multiplier. These annual costs are to be borne by the sharing partner.

10. **What are the total net revenues for each year of and for the life of the proposal?**

Based on the estimated facility fee (detailed in #4), the total net revenues for the first contract year, will be \$210,120, and will increase by .03%/yr. over the life of the contract.

11. **What inflation factor is built into the charge for the space?**

An inflation factor of .03% is built into the charge for the space for the term of the contract.

12. **Specify and quantify what dollar and/or other VA outlays (e.g., construction/renovation, utilities, telephones, etc.) are involved in this proposal?**

None.

Greater Los Angeles Healthcare System
The Salvation Army Enhanced Healthcare Resources Sharing Agreement
Facility: 691 VISN 22

13. **What is the CARES potential impact or long term plan for this space?**

Continued use of this space for chronically mentally ill veterans is vital so that they can stay in close proximity to their treatment providers and on-campus services. It is always a challenge to keep these veterans involved and engaged in treatment for their illness. If a veteran de-compensates, quick access to mental health providers reduces the likelihood of re-hospitalization. Veterans themselves continually articulate their satisfaction about being in a program on the VA grounds. Our long term plan for Building 207 is to continue our commitment to having on-campus board-and-care housing for chronically mentally ill veterans.

14. **How will current, not potential future, veterans benefit from this proposed agreement?**

Current veterans, many of whom have been residing in this program for many years, will not face the uncertainty of having to change their living environment. The prospect of change for a population with a significant history of mental illness can be unsettling. No one likes to lose their home and the Building 207 project is home to 70 veterans. The proposed agreement is consistent with individual veteran treatment objectives of providing stable housing and easy access to care and treatment.

Building 207 also serves as a 20-bed transitional unit for veterans who no longer need acute psychiatric hospitalization, but are not ready for board-and-care or assisted living. The 20-bed unit allows for the veteran to further stabilize with continued treatment planning while freeing up a more expensive inpatient bed. Keeping these veterans hospitalized when they are no longer psychiatrically acute is not clinically appropriate or fiscally efficient.

15. **How will security of the space and personnel be handled?**

The West Los Angeles VA Medical Center is patrolled 24 hours a day by the VA GLAHS police and security force to ensure the safety of the tenants, patients and employees.

16. **Will this agreement require the partner to comply with all applicable VHA & VA codes, including handicapped accessibility?**

Yes.

II.F.2.
AGENCY REVIEW DOCUMENTS

TABLE OF CONTENTS

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PART I -- Continuation of SF 1449	2-3
PART II -- Scope of Contract/Specifications	4-7
PART III -- Special Contract Requirements	8-10
PART IV -- Contract Terms and Conditions	11-22
PART V -- Representations and Certifications	23-29
ATTACHMENT - A -- Location Map	
ATTACHMENT - B - Proposal tab i) PROPOSED PER DIEM/FACILITY FEE	

PART I -- CONTINUATION OF SF 1449

OFFEROR MUST COMPLETE AND RETURN ALL INFORMATION DESIGNATED IN 52.212-1, INSTRUCTIONS TO OFFEROR - COMMERCIAL ITEMS, PARAGRAPH "b", PRIOR TO THE TIME SPECIFIED IN BLOCK 8 OF SF 1449 IN ORDER TO BE CONSIDERED FOR AWARD.

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO.	DATE

DUNS NUMBER: Please provide the Dun and Bradstreet Number assigned to your firm in the space provided below.

DUNS# 0 2 0 7 6 2 8 2 9

Sealed offers for furnishing the supplies or services in the Schedule will be received at the address specified in Block 9, or if handcarried, to Department of Veterans Affairs, Network Business Center, 5901 East Seventh Street, Building 149, Long Beach, Ca. 90822, until the date and time specified in Block 8. CAUTION - LATE Submissions, Modifications, and Withdrawals: See provision 52.212-1. All offers are subject to all terms and conditions of this solicitation.

BLOCKS 19-24 (cont.) -- SCHEDULE OF SUPPLIES/SERVICES AND COST
(Continuation from Standard Form 1449, block 20)

THE HEALTH CARE RESOURCE, BUILDING 207, ON THE CAMPUS OF WEST LOS ANGELES, VETERANS AFFAIRS MEDICAL CENTER SHALL BE PROVIDED IN ACCORDANCE WITH PUBLIC LAW 104-262 AND 38 USC 8153 FOR A PERIOD OF FIVE YEARS FOR USE BY THE CONTRACTOR AS A LICENSCEED RESIDENTIAL BOARD AND CARE FACILITY AND TRANSITIONAL HOUSING UNIT FOR ELIGIBLE VETERANS. Refer to notes 1 through 6 below prior to preparing proposal.

A. West Los Angeles, Veterans Affairs Medical Center (VAMC) will furnish building 207 for a designated Facility Fee. VAMC will consider a proposal based on percent of occupancy for the facility fee. The following proposed fee schedule will be assessed:

<u>YEAR</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
1) Year One	\$ <u>12,525</u>	\$ <u>150,300</u>
2) Year Two	\$ <u>22,688</u>	\$ <u>272,255</u>
3) Year Three	\$ <u>23,368</u>	\$ <u>280,416</u>
4) Year Four	\$ <u>24,070</u>	\$ <u>288,840</u>
5) Year Five	\$ <u>24,790</u>	\$ <u>297,480</u>

See i) Proposed Per Diem/Facility Fee for details and parameters of Facility Fee Schedule.

B. Contractor will provide Adult Residential Board and Care Unit (approximately 70 beds) and a 20 bed Transitional Housing Unit, as detailed in the Part II, Scope of Contract/Specifications. Appropriate fee for the Residential Board and Care Unit will be paid by the veteran resident; a per diem for veterans referred to the Transitional Care unit will be paid by the West Los Angeles, VAMC as per the following schedule:

<u>YEAR</u>	<u>PER DIEM</u>	
1) Year One	\$ <u>40</u>	See i) Proposed Per Diem/Facility Fee for details and parameters of Per Diem Schedule.
2) Year Two	\$ <u>40</u>	
3) Year Three	\$ <u>41</u>	
4) Year Four	\$ <u>43</u>	
5) Year Five	\$ <u>44</u>	

Note to Offerors:

1. All proposals must address the evaluation factors delineated under Part IV.8, 52.212-2, Evaluation - Commercial Items. Proposals must include a business plan detailing anticipated start-up and renovation costs specifying any percentage of cost determined reimbursable by the VA.
2. All proposals must include a completed Part V, Representations and Certifications.
3. All proposals must be submitted in accordance to Part IV.7, 52.212-1, Instructions to Offerors - Commercial Items (Oct 1995).
4. Offerors are encouraged to make a site visit to the West Los Angeles VAMC campus at to asses your interest in this sharing opportunity in order to prepare the business plan that must be submitted with your proposal. To arrange a site visit contact the contracting officer at (562) 494-5541. (see location map - Attachment A).
5. Offerors should note that a recent market survey showed that an average real property rental of Residential Board and Care facilities, of the size and type as building 207, in the West Los Angeles area is approximately \$30,000 to \$40,000 per month.
6. Offerors may submit an alternate cost schedule then configured above (Part I, A) based on percent of occupancy or other method of measuring revenue.

PART II - SCOPE OF CONTRACT/SPECIFICATIONS

II.1 SCOPE:

The Department of Veterans Affairs Medical Center proposes to allow the use of Bldg. 207, approximately 47,000 square feet, for an outside contractor to provide residential services for mentally ill veterans. This program would allow for a safe, supportive environment. The facility would allow for a short-term 20 bed transitional housing unit and a longer term 70 bed Licensed Adult Residential Care Facility.

The Transitional Housing Unit would serve as a transitional living residence for veterans who are no longer in need of acute inpatient mental health treatment but need additional support in order to transition to other long term care living and treatment arrangements. The goal of the transitional housing unit would be to prepare the patient for placement in longer-term board and care or make other outplacement arrangements. Short-term patients would stay in the facility up to thirty (30) calendar days.

The Residential Care Board and Care primary goal is to develop alternative housing for those veterans who have achieved sufficient stability for community placement but require higher levels of supervision in order to maintain such independent living.

II.2 GENERAL PROGRAM REQUIREMENTS TRANSITIONAL HOUSING UNIT (20 BEDS)

The Transitional unit will serve as a transitional living residence for veterans who are no longer in need of acute inpatient mental health treatment but need additional support for transition into other long term living and treatment arrangements. For those without funds, the VA will pay an agreed upon per diem rate for veterans up to a daily bed census of 20 veterans.

The provider of this transition unit must ensure that the facility meets all VA and federal requirements for an on-grounds VA-Community partnership providing shelter and short-term case management services to veterans. Provider will obtain all necessary licenses or permits from the State of California to operate the unit. Provider must be ready to accept veteran referrals within 60 days of contract award to the Transitional Housing Unit.

Short term case management will be coordinated through a VA staffed liaison team designed to develop and coordinate discharge plans which facilitate re-entry into a stable community environment with follow up care if needed. The team will work with facility staff to ensure efficient implementation of discharge planning in order to maximize the availability of beds.

The on-site residential care staff will be expected to provide room, board, laundry, personal assistance and adequate general supervision of veterans during their stay on the transitional unit. These responsibilities are outlined in detail in the residential care section below.

The normal length of stay in the transition unit will be up to a maximum of 30 days. Veterans able to secure funds or alternative living arrangements sooner will stay only as long as necessary in order to make transition unit beds available for other veterans. All veterans in the transition unit will be enrolled in appropriate VA mental health and medical programs for follow-up as needed. All veterans will be actively engaged with daily scheduled therapeutic, vocational, educational or recreational activities.

VA Liaison with the transition unit will be with a liaison team specifically dedicated to work with the unit in order to ensure quick transition into and out of the unit so beds will remain available.

II.3 LICENSED ADULT RESIDENTIAL BOARD AND CARE FACILITY:

This unit is a licensed residential board and care facility with fees paid by veteran residents. The provider must obtain and maintain valid State of California Department of Social Services Adult Residential Board and Care License appropriate to the size, scope, and mission of the facility envisioned in the proposed contract. Provider will ensure all required state residential care regulations and guidelines are met in the management of the facility. Facility must also meet requirements for designation as a VA-approved residential care home, which involves approval and oversight of veteran care by the VA community Residential Care program.

a) Self Care:

- 1) Remind, supervise, and/or assist the veteran to shower or bathe a MINIMUM of 3 times per week (NOTE: The veteran should be encouraged to shower or bathe daily).
- 2) Assure that the veteran maintains good personal (including oral) hygiene; changes clothing regularly (underclothes daily, and outer clothes at least 3 times per week); and dresses appropriately.
- 3) Assure the veteran does own laundry at least weekly either at the facility or through contracted laundry vendor. State residential care licensing regulations require on-site laundry facility also be maintained for veterans who wish to do their own laundry.

b) Healthcare and Medications:

- 1) Supervise the administration of all oral medications and ensure that the veteran receives any needed treatment intervention from appropriate healthcare service providers.
- 2) Maintain a medication information sheet on each veteran, which will be reviewed.
- 3) Keep medications in a centrally stored, locked area.
- 4) Notify the veteran's primary provider immediately if questions arise concerning prescribed medications or if there are any behavior changes as a result of a change of medications or an adverse reaction to medications.
- 5) Monitor the veteran's appointment card and ensure that all scheduled appointments are kept which may include escorting veteran to the appointment.
- 6) Provide transportation for all off-station clinic appointments.
- 7) Provide appropriate first aid kits and instructions in the facility.
- 8) Provide CPR and basic emergency first aid training for all staff.

c) Nutrition and Food Services:

- 1) Food service may be either contracted with the VA medical center

or provided in the facility. Note: A kitchen is not currently available within Bldg. 207 and the provider may install a kitchen at their expense with the approval of the VA.

2) Food service will be evaluated according to the State of California General Licensing Requirements and Licensing Requirements for Adult Residential Facilities (Section 80076, Issue 454a - 458 and Section 85076, Issue 496) and Elderly Residential Facilities (Regulations 87604, Issue 108 - 110). The food service operation must also meet standards as outlined by the Department of Veterans Affairs in addition to State and local licensing requirements.

3) Residents must be furnished three regular meals everyday plus snacks as needed. Daily and emergency menus will be written and submitted to the evaluation team for review. Daily menus are from 2 to 4 week cycle and emergency menus for 3 days. Foods planned on both the daily and emergency meals menus will be checked for availability in the food storeroom. Residents participating in activities away from the home, where no meal is served, will be provided a sack lunch. Veterans, who must be at a medical facility for early or late appointments, should be provided with an early breakfast or late meal.

d) Fire and Safety Procedures:

1) Facility must be maintained in conformity with fire safety laws of California and the regulations of both the State Fire Marshal and the National Fire Protection Association pamphlet Life Safety Code (NFPA 101). Final approval for placement of veterans will be dependent upon inspection by the VA medical center's Fire/Safety Specialists and local fire/safety officials and licensing agency. Facility must also meet the smoke free buildings standard in force at the West Los Angeles VA Medical Center; veterans must be provided appropriate outside smoking area but must not smoke inside the facility.

2) A routine logbook will be maintained for residents' whereabouts. Proper and immediate notification will be made to the veteran's primary provider, next of kin, and/or police as appropriate if any unusual incident occurs such as accidents, self-injury, communicable diseases, assaults, missing status, deaths, or unsafe behavior.

3) Routine inspections will be made of resident's quarters in order to regulate contraband and ensure safety of residents.

e) Financial Matters:

1) Veterans or their fiduciary agents will pay for their own residential care, which includes room, board, laundry, supervision, and personal expenses.

2) The VA residential care administrator and staff will not be involved with veteran finances, except for assistance, if determined necessary, in management of veterans personal and incidental funds, completion of a financial record form which is routinely reviewed, and notification of the veteran's primary provider if any additional funds are needed.

f) Substance Abuse:

1) Drugs and alcohol are not allowed in the facility or on the VA grounds. Veterans are monitored to ensure that they refrain from the

use of alcohol, illicit drugs and/or unprescribed medications.

- 2) Notification will be made immediately to primary provider if the use of drugs or alcohol is suspected.
- 3) Escort and/or provide transportation to enable veterans to attend special meetings, such as AA, NA, etc.
- 4) Facility must have a written policy concerning drug and alcohol use.

g) Community Involvement and Time Management:

- 1) Educate the veteran in the use of public transportation, telephone, shopping, etc. as applicable.
- 2) Assist any veteran, who is not able to independently manage public transportation, telephone, shopping, correspondence, etc.
- 3) Escort veterans to on-station or community religious services, if needed.
- 4) Provide recreational opportunities for the veteran and have a posted activity schedule.
- 5) Provide or arrange transportation to community activities.
- 6) Encourage the veteran to become interested in some type of hobby or activity.
- 7) Assist the veteran in planning trips and vacations, if appropriate.
- 8) Support development of a resident council for veterans living in the facility.

h) Coordination of Care/Effectiveness of Program:

The provider agrees to collaborate with VA clinical research staff in client specific and program evaluation studies in order to measure the effectiveness of services provided in both the transitional care unit and the licensed residential care portions of the agreement.

II.4 KEY PERSONNEL

Contractor will provide the necessary staff to perform the requirements of this contract. Key personnel shall include but not necessarily limited to a Project Manager and Daily Supervisor.

PART III - SPECIAL CONTRACT REQUIREMENTS

III.1 SERVICES:

a. The services specified under this contract may be changed by written modification to this contract. The modification will be prepared by the VA Contracting Officer and, prior to becoming effective, shall be approved by the VA Under Secretary for Health or his/her designee.

b. Other necessary personnel for the operation of services contracted for at the West Los Angeles, DVAMC will be provided by the DVAMC at levels mutually agreed upon which are compatible with the safety of the patient and personnel and with quality medical care programming.

c. The services to be performed by the contractor will be performed in accordance with the VA policies and procedures and regulations of the medical staff by-laws of the VA facility.

III.2 TERM OF CONTRACT:

This contract is effective for a period of five years from date of contract award. The proposed award date will be January 1, 1999. This contract is subject to the availability of VA funds.

III.3 VA FURNISHED RESOURCE -

a. Building 207 is a two (2) story structure with a full basement located on the Veterans Affairs Medical Center campus, north of Wilshire Boulevard.

b. The VA will bring building up to state of California Current 1997 code requirements for a New Large Residential Board and Care facility.

c. The Monthly Facility Fee includes all utilities.

d. Any required maintenance and repair of the building structure will be the responsibility of the VAMC.

e. VA will consider a shared cost of renovations and start-up expenses as an off-set to the facility fee on a case by case basis.

III.4 CONTRACTOR RESPONSIBILITY FOR RESOURCE:

a. Contractor will accept building as is; any remodeling or renovation considered appropriate or desired by the contractor shall be pre-approved by the VAMC and any shared cost of such remodeling or renovation is subject to negotiations.

b. Contractor shall accept veteran residents within 30 calendar days of obtaining a valid State of California License for Adult Residential Board and Care.

c. Contractor will be responsible for routine interior maintenance and janitorial services.

d. Telephone/data lines and long distance access will be purchased by the contractor from the local phone company and coordinated through VA Information Resource Management (IRM).

e. Support Services (i.e. janitorial, trash removal, food service, security) is the responsibility of the contractor, however, these services may be available from the VAMC on separate agreements if desired.

III.5 INSPECTION AND ACCEPTANCE:

Any inspection of deliverables pursuant to this Agreement shall be made to the responsible Contracting Officer or designee, Network Business Center, VISN 22/Bldg. 149, 5901 East Seventh Street, Long Beach, Ca. 90822.

III.6 DESIGNATED COTR:

a. The Associate Director, Community Based Care Services (122) is the designated Representative of the Contracting Officer (COTR) to request and receipt for services. This designation is specifically limited to requesting for contract services. Any commitments or changes which affect the price, quantity, quality and the authority to amend, render decisions on questions of fact in dispute and related contract administration problems are duties of the Contracting Officer and cannot be delegated.

b. Any time a contractor believes that they are being asked to perform work that is beyond the contract workscope, the contractor has an obligation to notify the contracting officer in writing immediately for resolution of the issue. Failure to do so means that the contractor is proceeding at its own risk. No government employee other than a warranted contracting officer can direct a contractor to perform any act that is not already authorized by the contract.

III.7 PERSONNEL POLICY:

a. The contractor shall be responsible for protecting the personnel furnishing services under this contract. To carry out this responsibility the contractor shall provide the following for these personnel:

- worker's compensation
- professional liability insurance
- health examinations
- income tax withholding
- social security payments

b. The parties agree that said personnel shall not be considered VA employees for any purpose but rather employees of the contractor.

III.8 INVOICING:

Invoices shall be submitted in accordance with the terms and conditions of this contract to the following address:

FMS VA 4-691
P.O. Box 149971
Austin, Tx. 78714

III.9 PAYMENTS:

Payment of monthly Facility Fee shall be due West Los Angeles, VA Agent Cashier by contractor upon submission of a properly prepared Optional Form 1114, Bill for Collection, submitted to contractor by the VA.

PART IV - CONTRACT TERMS AND CONDITIONS

IV.1 52.252-2 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):

IV.2 52.224-1	Privacy Act Notification.	APR 1984
IV.3 52.224-2	Privacy Act.	APR 1984
IV.4 52.232-18	Availability of Funds.	APR 1984
IV.5 852.270-4	Commercial advertising.	NOV 1984

IV.6 52.204-6 Data Universal Numbering System (DUNS) Number. (APR 1998)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505.

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

IV.7 52.212-1 Instructions to Offerors--Commercial Items. (APR 1998)

(a) *Standard industrial classification (SIC) code and small business size standard.* The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item

which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show -

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late offers.* Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation.*

(1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the:

General Services Administration
Federal Supply Service Bureau
Specifications Section, Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
(202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the:

Standardization Documents Desk
Building 4D, 700 Robbins Avenue
Philadelphia, PA 19111-5094
(Telephone (215) 697-2569).

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Individual documents may be ordered from the Telespecs ordering system by touch-tone telephone. A customer number is required to use this service and can be obtained from the Standardization Documents Order Desk or the Special Assistance Desk (telephone (610) 607-2667/2179).

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more

information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

IV.8 52.212-2 Evaluation - Commercial Items. (OCT 1997)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- i) Proposed Per Diem/Facility Fee:
 - a. Business Plan including projected operating costs and revenue stream, anticipated start-up, and renovation or remodeling costs.
 - b. Detailed fee schedule based on occupancy rate or any common denominator of scale which best represents the proposed business plan.
- ii) Technical Capability:
 - a. Ability to obtain and maintain a valid State of California Department of Social services Residential Care License.
 - b. Qualification and experience of key personnel (see II.4).
- iii) Past Performance: Experience and years of operation as a Licensed Residential Care Facility.
- iv) Financial Stability:
 - a. Provide annual financial statements of past three (3) years.
 - b. Proof of substantial reserve of funds to finance the first several months of program operations.

Note: Factors ii, iii and iv when combined are approximately equal to factor i.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

IV.9 52.212-4 Contract Terms and Conditions - Commercial Items. (APR 1998)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights -

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include -

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number, contract line item number and, if applicable, the order number;

(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(6) Terms of any prompt payment discount offered;

(7) Name and address of official to whom payment is to be sent; and

(8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with the clause at FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment, which is incorporated herein by reference. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject

to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

IV.10 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items. (APR 1998)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423).

(3) 52.219-8, Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

(4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

(5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

(6) 52.222-26, Equal Opportunity (E.O. 11246).

(7) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

(9) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

- (10) 52.225-3, Buy American Act - Supplies (41 U.S.C. 10).
- (11) 52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- (12) (Reserved)
- (13) 52.225-18, European Union Sanction for End Products (E.O. 12849).
- (14) 52.225-19, European Union Sanction for Services (E.O. 12849).
- (15) (i) 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41 U.S.C 10, Pub. L. 103-187).
- (ii) Alternate I of 52.225-21.
- (16) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- (17) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

- (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent

records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components -

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

IV.11 52.217-8 Option to Extend Services. (AUG 1989)

The Government 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 the period specified in the Schedule.

IV.12 52.232-19 Availability of Funds for the Next Fiscal Year. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 1999. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 1999, until funds are made available to the

Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

IV.13 852.237-7 Indemnification and Medical Liability Insurance. (OCT 1996)

(a) It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor or its health-care providers are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided but retains no control over professional aspects of the services rendered, including by example, the Contractor's or its health-care providers' professional medical judgment, diagnosis, or specific medical treatments. The Contractor and its health-care providers shall be liable for their liability-producing acts or omissions. The Contractor shall maintain or require all health-care providers performing under this contract to maintain, during the term of this contract, professional liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: [Contracting Officer insert the dollar amount value(s) of standard coverage(s) prevailing within the local community as to the specific medical specialty, or specialties, concerned, or such higher amount as the Contracting Officer deems necessary to protect the Government's interests]. However, if the Contractor is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount of insurance purchased by State entities, then the insurance requirement of this contract shall be fulfilled by incorporating the provisions of the applicable State law.

(b) An apparently successful offeror, upon request of the Contracting Officer, shall, prior to contract award, furnish evidence of the insurability of the offeror and/or of all health-care providers who will perform under this contract. The submission shall provide evidence of insurability concerning the medical liability insurance required by paragraph (a) of this clause or the provisions of State law as to self-insurance, or limitations on liability or insurance.

(c) The Contractor shall, prior to commencement of services under the contract, provide to the Contracting Officer Certificates of Insurance or insurance policies evidencing the required insurance coverage and an endorsement stating that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. Certificates or policies shall be provided for the Contractor and/or each health-care provider who will perform under this contract.

(d) The Contractor shall notify the Contracting Officer if it, or any of the health-care providers performing under this contract, change insurance providers during the performance period of this contract. The notification shall provide evidence that the Contractor and/or health-care providers will meet all the requirements of this clause, including those concerning liability insurance and endorsements. These requirements may be met either under the new policy, or a combination of old and new policies, if applicable.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts for health-care services under this contract. The Contractor shall be responsible for compliance by

any subcontractor or lower-tier subcontractor with the provisions set forth in paragraph (a) of this clause.

IV.14 852.271-70 Services provided beneficiaries. (APR 1984)

The contractor agrees to provide all services specified in this contract for any person determined eligible by the Under Secretary for Health, or designee, regardless of the race, color, religion, sex, or national origin of the person for whom such services are ordered. The contractor further warrants that he/she will not resort to subcontracting as a means of circumventing this provision.

PART V - REPRESENTATIONS AND CERTIFICATIONS

V.1 52.212-3 Offeror Representations and Certifications - Commercial Items.
(JAN 1997)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern" means a small business concern that -

(1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business, having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and

(2) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian organization and which meets the requirements of 13 CFR Part 124.

"Women-owned small business concern" means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6050M).

(1) Taxpayer Identification Number (TIN).

[TIN:]

[] TIN has been applied for.

[] TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other. [State basis]

(2) Corporate status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity:

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

[Name]

[TIN]

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it is, is not a small business concern.

(2) Small disadvantaged business concern. The offeror represents that it is, is not a small disadvantaged business concern.

(3) Women-owned small business concern. The offeror represents that it is, is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern. The offeror represents that it

is, is not, a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it is, is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

NUMBER OF EMPLOYEES	AVERAGE ANNUAL GROSS REVENUES
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(d) Certifications and representations required to implement provisions of Executive Order 11246 - (1) Certification of non-segregated facilities. (Applies only if the contract amount is expected to exceed \$10,000) - By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to perform their services at any location where segregated facilities are maintained. The offeror

agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(2) Previous contracts and compliance. The offeror represents that

(i) It has, has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It has, has not, filed all required compliance reports.

(3) Affirmative Action Compliance. The offeror represents that -

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act - Trade Agreements - Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act - Trade Agreement - Balance of Payments Program, is included in this solicitation.) (1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
<input type="checkbox"/>	<input type="checkbox"/>

(3) Offers will be evaluated by giving certain preferences to

domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program":

[]
[]
[]

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program":

[]
[]
[]

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g)(1) Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program. (Applies only if FAR clause 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program, is included in this solicitation.) (i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
[]	[]
[]	[]
[]	[]
[]	[]

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in

paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program":

[]
[]
[]

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(2) Alternate I. If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program":

[]

(Insert line item numbers)

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that -

(1) The offeror and/or any of its principals * are, * are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and [] are, [] are not presently indicted for, or otherwise criminally

or civilly charged by a Government entity with, commission of any of these offenses.

V.2 852.219-70 Veteran-owned small business. (DEC 1990)

The offeror represents that the firm submitting this offer () is () is not, a veteran-owned small business, () is () is not, a Vietnam era veteran-owned small business, and () is () is not, a disabled veteran-owned small business. A veteran-owned small business is defined as a small business, at least 51 percent of which is owned by a veteran who also controls and operates the business. Control in this context means exercising the power to make policy decisions. Operate in this context means actively involved in the day-to-day management. For the purpose of this definition, eligible veterans include:

- (a) A person who served in the U.S. Armed Forces and who was discharged or released under conditions other than dishonorable.
- (b) Vietnam era veterans who served for a period of more than 180 days, any part of which was between August 5, 1964, and May 7, 1975, and were discharged under conditions other than dishonorable.
- (c) Disabled veterans with a minimum compensable disability of 30 percent, or a veteran who was discharged for disability.

Failure to execute this representation will be deemed a minor informality and the bidder or offeror shall be permitted to satisfy the requirement prior to award (see FAR 14.405).

VAMC West Los Angeles

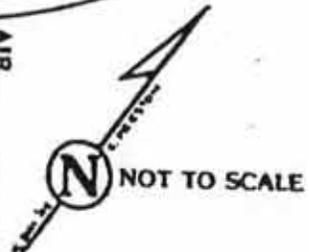
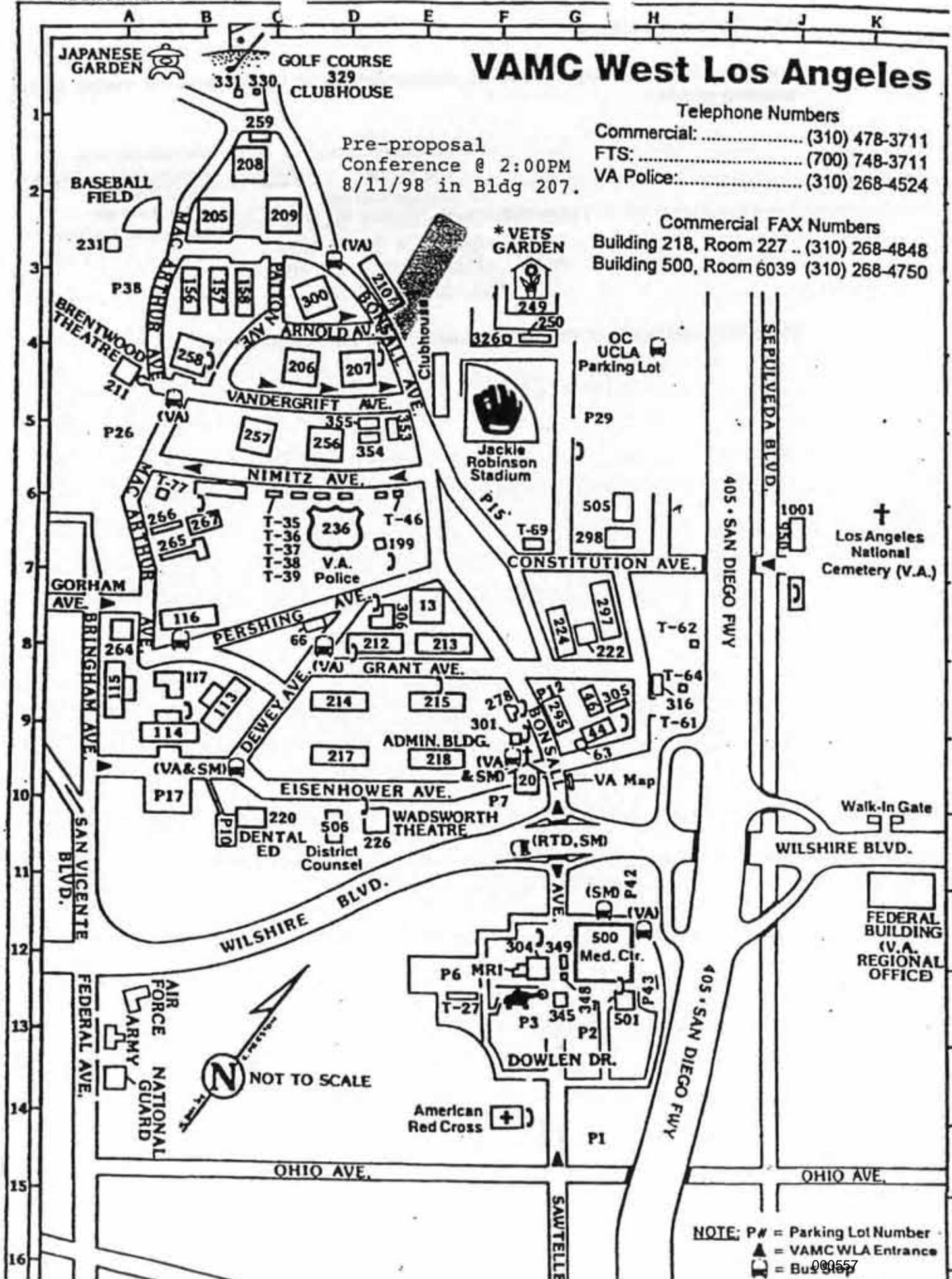
Telephone Numbers

Commercial: (310) 478-3711
 FTS: (700) 748-3711
 VA Police: (310) 268-4524

Commercial FAX Numbers

Building 218, Room 227 .. (310) 268-4848
 Building 500, Room 6039 (310) 268-4750

Pre-proposal
 Conference @ 2:00PM
 8/11/98 in Bldg 207.



NOTE: P# = Parking Lot Number
 ▲ = VAMC WLA Entrance
 □ = Bus Stop

17A. Contractor/Offeror

The Salvation Army request that all remittances under this contract be mailed to the following address:

Roy Snapp-Kolas
The Haven AND
VA Medical Center
11301 Wilshire Boulevard, Building #212
Los Angeles, CA 90073-1002
Phone: (310) 478-3711, ext. 48761
Fax: (310) 824-3158

The Salvation Army
Contract Services, Finance
So Cal Div HQ
901 W 9th Street
Los Angeles, CA 90015

This address differs from the address under 17A. Contractor/Offeror.

The Salvation Army**i) PROPOSED PER DIEM/FACILITY FEE****Business Plan**

The extensive experience of The Salvation Army in the development and operation of housing programs for the homeless will be utilized to facilitate the opening of the transitional and Board and Care programs outlined in detail in this Offer. The following Business Plan has been developed with regard to the proposed program:

Obtaining Adult Residential Care Facility License: Upon notification from the Department of Veterans Affairs that the Offer submitted by The Salvation Army has been accepted, The Salvation Army will complete an application to the State of California Department of Social Services to obtain an Adult Residential Care Facility License for the proposed Board and Care program. The Salvation Army is familiar with the requirements for this license and has attended an orientation workshop on the application process presented by Community Care Licensing. The experience of The Salvation Army with licensed facilities is discussed under iv) Past Performance.

It is anticipated that the application to the Department of Social Services will be completed and submitted within fifteen days of notification of acceptance of this Offer and that the Adult Residential Care Facility License will be obtained within 90 days of submission of the application.

Program Planning: The planning process for the transitional and Board and Care programs delineated in this Offer will be overseen by a Program Director to be hired upon notification of contract award. This will allow a lead-in period during which the Program Director will collaborate with the Department of Veteran Affairs, The Haven and other service providers to ensure that all program elements are in place; oversee the preparation of the physical facility; develop program policy in conjunction with the Department of Veterans Affairs; and hire and train staff. The cost of three months of the Program Director's salary is included as a line item under Start-Up Costs in the budget for Year 1.

The Program Director will administer the proposed programs and will be under the supervision of Roy Snapp-Kolas, the Executive Director of The Haven. The Haven is an emergency shelter and transitional housing program located on the campus of the West LA VA Medical Center which currently serves as the primary discharge source for the VA. Through his involvement with The Haven, Mr. Snapp-Kolas has extensive experience working with the Department of Veterans Affairs, both in the acceptance of referrals from the VA as well as in the provision of services to veterans in conjunction with the Department of Veterans Affairs. This existing liaison relationship with the Department of Veterans Affairs (described in detail under iii) Technical Capability) will significantly enhance collaboration during the program planning process, as well as ongoing communication and coordination related to discharges from the VA, services provided to veterans in the program, billing, record keeping, and facility issues.

Program Start-Up: The proposed transitional program will be opened within 60 days of notification of contract award, and the Board and Care program will be opened within approximately 30 days of receipt of the Community Care Adult Residential Care Facility License (anticipated start-up date for the Board and Care component is March, 1999). All program policies and procedures will have been developed prior to this point by the Program Director in conjunction with the Department of Veterans Affairs and the Executive Director of The Haven.

Staffing: The Board and Care and transitional programs will follow the established personnel policies and procedures of The Salvation Army, which employs over 1000 employees in Los Angeles County. Resources available to the program through The Salvation Army include a full time professional personnel staff at Divisional Headquarters, a comprehensive personnel policy manual, ongoing staff training, comprehensive employee benefits, and outside legal counsel for personnel issues. Open positions at the Board and Care/transitional programs will be advertised in local papers, including the Los Angeles Times and Opportunity NOCS (a newsletter advertising non-profit jobs in the Southern California area), as well as internally throughout The Salvation Army. Where appropriate, The Salvation Army will attempt to hire veterans to work in the program.

The Program Director will be hired upon notification of contract award, effectively two months prior to opening of the transitional component and approximately three months prior to opening of the Board and Care component, to facilitate the planning and start-up process and coordinate program components with the Department of Veterans Affairs. One week prior to opening of the transitional component, one Case Manager, two Resident/House Managers, the Operations Supervisor, and the Administrative Assistant will be hired. All other staff, including the Assistant Director, second Case Manager, three additional Resident/House Managers, and Kitchen Staff, will be hired one week prior to opening of the Board and Care component. This one week lead-in period for new staff will allow for training and orientation to the program and facility. The Staffing Plan for the proposed programs is described in detail under iii) Technical Capability.

Food Service: The Salvation Army will provide meals to residents of the Board and Care/transitional programs utilizing existing facilities at The Salvation Army The Haven. Meals will be prepared by The Salvation Army The Haven, located in Bldg. #212 on the VA campus, and transported promptly to the proposed facility via a van. (Funding for this van is including as a line item under Start-Up Costs in the budget for Year 1.) Meals will be eaten at established meal times by residents in a dining room in Bldg. #207. Residents participating in activities away from the facility where no meal is served will be provided with a sack lunch. Arrangements for early or late meals will be made for veterans as appropriate to accommodate medical or therapeutic appointments. Snacks will be provided to residents by the Board and Care/transitional housing program, and a snack machine room will be made available in the facility for clients who wish to purchase other items from vending machines. The Board and Care/transitional housing program staff will work with The Haven to accommodate any special dietary requirements of clients in the program.

The Salvation Army The Haven currently meets all standards outlined by the Department of Veterans Affairs and is in compliance with all State of California licensing requirements with regard to food preparation and service.

Supportive Services: The supportive services available to residents of the proposed programs through the Department of Veterans Affairs and other service providers are described in detail under ii) Proposed Program Description. The networking relationships which will enable The Salvation Army to provide this wide range of services have already been established through The Salvation Army's experience operating The Haven and other local programs. During orientation, all staff will be educated regarding these relationships in order to best assist clients in accessing these services.

Ongoing Management: *Program:* The proposed program will be under the administration of The Salvation Army Divisional Headquarters (DHQ) at 900 West Ninth Street in downtown Los Angeles and will be evaluated annually by the Director of Social Services at DHQ. The program will be administered on-site by the Program Director under the supervision of the Executive Director of The Haven. *Financial:* The proposed program will have a separate income and expense record administered by the Finance Department of DHQ. Bank reconciliations will be prepared monthly for each checking account and submitted to the Program Director for approval. At month-end, all transactions will be posted by the computer and monthly Trial Balance and Financial Returns will be prepared by the Finance Department and submitted to the Program Director for verification. A monthly and year-to-date Income and Expense Statement will then be generated and distributed by the Finance Department to the Program Director for budget management. The Balance Sheet Accounts will also be prepared monthly to verify asset and liability transactions. All programs, including the Board and Care/transitional programs described in this Offer, must operate within a budget approved by DHQ.

Projected Operating Costs and Revenue Stream: Detailed operating budgets for Year 1 and Years 2-5 are included in this exhibit, as well as the anticipated revenue streams for the transitional care and Board and Care programs. All budgets and revenue streams are based on the information received from the Department of Veterans Affairs in Solicitation # RFP600-083-98 relative to the 90 bed capacity of the proposed site (Building #207). The projected facility fee and per diem rates delineated in the following section, Facility Fee Schedule, will be significantly affected if it is determined at a later date that the proposed site has a lower licensed bed capacity.

Anticipated Start-Up Costs: Anticipated start-up costs are included in the attached Projected First Year Operating Budget and have been amortized over the first year period. These costs include the following:

- the salary of the Program Director for the three months prior to opening of the entire facility (the transitional component will be opened one to two months prior to the opening of the Board and Care component). This will enable The Salvation Army to provide on-site supervision of the program planning process. The Program Director will collaborate with the Department of Veteran Affairs, The Haven and other service providers to ensure that all

program elements are in place; oversee the preparation of the physical facility; develop program policy in conjunction with the Department of Veterans Affairs; and hire and train staff during this period.

- the purchase of computer equipment necessary for billing and record keeping purposes of the proposed program.
- the purchase of furnishings and equipment for the proposed program, including linens, books for a "library" on site, recreational equipment, office furniture, janitorial equipment, etc.
- the purchase of a 15-passenger van to be used for transportation of residents in the proposed program, as well as food and other supplies.

The Salvation Army has committed the necessary reserve funds to finance the first several months of program operations. (The letter documenting this commitment is included under v) Financial Stability.) It is understood that the amortization of these costs over the course of the first year of operations will effectively reimburse The Salvation Army for any reserve funds committed to the program outlined in this Offer.

Renovation or Remodeling Costs: The Salvation Army is not proposing renovation or remodeling of the existing structure (Building #207).

SOLICITATION/CONTRACT ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: R

PAGE 1 OF 29

2. CONTRACT NO. **V691P-2139A**
3. AWARD/EFFECTIVE DATE **1/15/99**
4. ORDER NUMBER
5. SOLICITATION NUMBER **RFP600-001-99**
6. SOLICITATION ISSUE DATE **10/2/98**

7. FOR SOLICITATION INFORMATION CALL: **Thomas L. Wagner, Contracting Officer**
8. TELEPHONE NUMBER (No Collect Calls) **(562) 494-5541**
9. OFFER DUE DATE/ LOCAL TIME **11/2/98 4:00 PM**

9. ISSUED TO: **Department of Veterans Affairs
Contracting Officer (NBC/CC)
Network Business Center
5901 East Seventh Street Bldg. 149
Long Beach, Ca. 90822**
(Send Sealed Proposal to Above Address)

10. THIS ACQUISITION IS:
 UNRESTRICTED
 SET ASIDE % FOR
 SMALL BUSINESS
 SMALL DISADV. BUSINESS
 8 (A)
SIC: **8099**
SIZE STANDARD: **5.0 M**

11. DELIVERY FOR DESTINATION UNLESS BLOCK IS MARKED:
 SEE SCHEDULE
 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
N/A
13B. RATING **N/A**
14. METHOD OF SOLICITATION:
 RFQ IFB RFP

15. DELIVER TO: **Same as Block 9**
16. ADMINISTERED BY: **Same as Block 9**

17A. CONTRACTOR/OFFEROR: **The Salvation Army
900 West 9th Street
Los Angeles, CA 90015
TELEPHONE NO. (213) 553-3253**

18A. PAYMENT WILL BE MADE BY: **Department of Veterans Affairs
P.O. Box 149971
Austin, Tx 78714**

17D. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER.
18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18A UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICE	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	See Part I -- Continuation SF 1449 (page 2-3 of 29) <small>(ATTACH ADDITIONAL SHEETS AS NECESSARY)</small>			See page 2-3 of 29	See page 2-3 of 29

25. ACCOUNTING AND APPROPRIATION DATA: **691-3690160-093-820300-2580 010020300**
26. TOTAL AMOUNT AWARD (FOR GOVT. USE ONLY)

27A. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27B. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN **2** COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH IN THIS ORDER AND TO FURNISH ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.
29. AWARD OF CONTRACT, REFERENCE **RFP600-001-99** OFFER DATED **10/27/98** YOUR OFFER ON SOLICITATION (BLOCK 3), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.

30A. SIGNATURE OF OFFEROR/CONTRACTOR: *[Signature]* **3-25-99**
31A. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): *[Signature]*

30B. NAME AND TITLE OF SIGNER (TYPE OR PRINT): **LYN J. HUNTER, Treasurer**
30C. DATE SIGNED
31B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT): **Thomas L. Wagner**
31C. DATE SIGNED: **4/15/99**

32A. QUANTITY IN COLUMN 21 HAS BEEN:
 RECEIVED INSPECTED ACCEPTED
32B. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE: *[Signature]*
32C. DATE
33. SHIP NUMBER: **PARTIAL** **FINAL**
34. VOUCHER NUMBER
35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT: **COMPLETE** **PARTIAL** **FINAL**
37. CHECK NUMBER
38. S/R ACCOUNT NUMBER
39. S/R VOUCHER NUMBER
40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER: _____
41c. DATE
42a. RECEIVED BY (PRINT)
42b. RECEIVED AT (LOCATION)
42c. DATE REC'D (YYMM/DD)
42d. TOTAL CONTAINERS

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE PAGE OF PAGES
1 1

2. AMENDMENT/MODIFICATION NO. SA #2	3. EFFECTIVE DATE 6/15/01	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Director, Asset Management VAGLAHS, 11301 Wilshire Blvd., B 258, R 218 Los Angeles, CA 90073	CODE 691/00	7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) The Salvation Army 900 West 9th Street Los Angeles, CA 90015	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATE (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. V691P-2139A
	X	10B. DATED (SEE ITEM 13) 04-15-99
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying offices, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 38 USC 8153 Enhanced Sharing of Healthcare Resources & FAR Clause 52.212-4
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return one copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section heading, including solicitation/contract subject matter where feasible.)
The Facility Fee The Salvation Army Agrees to pay monthly to the Department of Veteran Affairs for occupancy of Building #207 on the grounds of WLAGLAHC will be based on: (1) number of beds filled; (2) vacancy rate; and (3) the projected/anticipated \$900.00 monthly income per client in the base agreement can be adjusted monthly to reflect actual average monthly income. This data is to be forwarded to the Directorate of Asset Management within ten (10) business days of the following month for review/approval and in turn sent to the Business Affairs Office. Upon receipt of the monthly billing, payment must be made within 10 business days. The Sharing Partner shall submit said payment and/or fee as mutually negotiated and agreed upon within the terms specified in this contract. Payments shall be in the form of a certified/cashier's check, business check or other negotiable instruments and delivered in accordance with the contract to Department of Veteran Affairs, Greater Los Angeles Healthcare System, Post Office Box 240072, Los Angeles, CA 90024-9172. Furthermore, the facility fee schedule as a percentage of monthly income can be adjusted if the Directorate of Asset Management and The Salvation Army mutually agree that program enhancement (increased staff) is necessary in conduct of this program in Building #207.

Except as provided herein, all terms and conditions of this document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) DONALD C. BELL, Vice President GOL PHILLIP NEEDHAM, Chief Secretary, Western Territory, SA	15C. DATE SIGNED SEP - 6 2002	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RALPH D. TILLMAN, DIRECTOR, ASSET MANAGEMENT	16C. DATE SIGNED 9/20/02
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

- (a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.
- (b) Item 3 (Effective date).
- (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
 - (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
 - (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
 - (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
 - (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.
- (c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.
- (d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.
- (e) Item 9, (Amendment of Solicitation No. — Dated), and 10, (Modification of Contract/Order No. — Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.
- (f) Item 12 (Accounting and Appropriate Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:
- | | |
|-------------------------------------|----------|
| (1) Accounting classification | |
| Net increase | \$..... |
| | |
| (2) Accounting classification | |
| Net decrease | \$ |

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

- (g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103)
- (h) Item 14 (Description of Amendment/Modification).
- (1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.
 - (2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:
 - (i) Total contract price increased by \$
 - (ii) Total contract price decreased by \$
 - (iii) Total contract price unchanged.
 - (3) State reason for modification.
 - (4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.
 - (5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —
 - (i) A reference to the letter determination; and
 - (ii) A statement of the net amount determined to be due in settlement of the contract.
 - (6) Include subject matter or short title of solicitation/contract where feasible.
- (i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES
 1 | 2

2. AMENDMENT/MODIFICATION NO. Supplemental Agreement #3	3. EFFECTIVE DATE 2/1/04	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Director, Asset Management VAGLAHS, 11301 Wilshire Blvd., B 500, R 6428 Los Angeles, CA 90073	CODE 691/00	7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) The Salvation Army 900 West 9 th Street Los Angeles, CA 900	(✓)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATE (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. V691P-2139A
	X	10B. DATED (SEE ITEM 13) 4/15/99
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying offices, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 38 USC 8153 Enhanced Sharing of Healthcare Resources & FAR Clause 52.212-4
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return two copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section heading, including solicitation/contract subject matter where feasible.)
 The facility fee which the Salvation Army agrees to pay monthly to the Department of Veterans Affairs for occupancy of Building #207 on the grounds of the Greater Los Angeles Healthcare Center will be a flat monthly rate of \$17,000 effective February 1, 2004. This rate will remain in effect until a new proposal is submitted and approved.

Except as provided herein, all terms and conditions of this document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <i>Alfred R. Van Cleeff</i> ALFRED R. VAN CLEEF, Lt.Col., Divisional Commander	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RALPH D. TILMAN, DIRECTOR, ASSET MANAGEMENT
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY <i>R. Tilman</i> (Signature of Contracting Officer)
15C. DATE SIGNED 1/23/04	16C. DATE SIGNED 1

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Item 9, (Amendment of Solicitation No. — Dated), and 10, (Modification of Contract/Order No. — Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriate Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification
Net increase \$.....

(2) Accounting classification
Net decrease \$.....

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by \$

(ii) Total contract price decreased by \$

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

17A Contractor/Offeror

+ (176.1)

The Salvation Army request that all remittances under this contract be mailed to the following address:

Roy Snapp-Kolas
The Haven
VA Medical Center
11301 Wilshire Boulevard, Building #212
Los Angeles, CA 90073-1002
Phone: (310) 478-3711, [REDACTED]
Fax: (310) 824-3158

AND

The Salvation Army
Contract Services, Finance
So Cal Div HQ
901 W 9th Street
Los Angeles, CA 90015

This address differs from the address under 17A. *Contractor/Offeror*.



A Division of VA Desert Pacific
Healthcare Network

Self-Certification Review Checklist Enhanced Sharing Contracts

Contract Number : V691S-199

Sharing Partner Name: Salvation Army

Contract Amount: \$900,000

Contract Type: Enhanced Sharing Agreement

Reviewed by: Sandra K. Knapp, Network Business Center

Signature/Date: March 30, 2000

Item	Yes	No	N/A	Comments
Is a copy of the executed contract available in the contract file?	X			
Does the contract include the following terms:	X			
• The ability to cancel/amend the contract if the terms result in VA failing to meet requirements of law.	X			
• The time period covered by the contract.	X			
• The liability assumed by VA for failure to perform.	X			
• Other terms such as quantities, deadlines, quality issues, hours of operation, manpower commitments and ability to deliver services as required?	X			
• If the contract is for the use of equipment, does it address the responsibility for equipment maintenance or loss?			X	
Is concept approval from VACO Rapid Response Team documented in the contract file?		X		
Is the contract for the sale of VA inpatient services for non-veterans? If so, was the permission of the Undersecretary for Health and Secretary of VA obtained and documented in the contract file?			X	
Is the basis of pricing included in the contract file?	X			
Does documentation exist to support local market rates assessment?		X		

**Self-Certification Review Checklist
Enhanced Sharing Contracts.**

Item	Yes	No	N/A	Comments
Does the contract recover full cost?	X			
Is the full cost data included in the contract file?	X			
What is the source of cost information used for pricing?	X			GLA Director of Food & Nutrition
If full cost is not recovered, what cost components are excluded from pricing consideration?			X	
What is the justification for not recovering full cost? <ul style="list-style-type: none"> • The services or goods are being sold to maintain essential clinical skills or to continue programs essential to the veteran population. • Prices are set by law or executive order and are not based on full cost or market price. • Other 			X	
Is the market price being charged? If so: <ul style="list-style-type: none"> • Was the justification for using market price fully documented in the contract file? • Does the contract recover at least the local direct costs, i.e. fixed direct variable supply and variable labor costs? 		X		
Is the Regional Counsel's approval documented in the contract? If yes, review the results.		X		
What is the composition of the business team?				Network Business Center, GLA's Director, Food & Nutrition, and CFO
Does the contract file contain a written recommendation from the Business Team to the VISN or Medical Center Director on whether to sell the resources and that the proposal meets the provisions of laws, regulations and policies?			X	
If the contract value is more than \$500,000 was the General Counsel's approval obtained?			X	
Are the services of the veterans in the Compensated Work Therapy (CWT) Program used in performance of this contract? If so, was CWT program reimbursed for the veterans' time?			X	
Does the contract file contain a copy of the Marketing Plan?		X		
Was the contract revenue recorded in the general ledger?	X			Business Affairs Office – Alt Rev Rpt
Can revenue be tracked back to the specific products sold?	X			

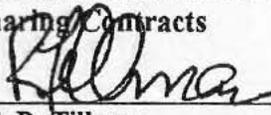
**Self-Certification Review Checklist
Enhanced Sharing Contracts.**

Item	Yes	No	N.A	Comments
What billing and collection procedures are used?	X			Meetings with Business Affairs Office & Asset Management Staff
What systems are used to record accounts receivable?	X			Recurring Alt Rev Rpt
Are provisions made for uncollectable accounts?	X			
Is the debtor being provided with due process notification?	X			

Self-Certification Review Checklist
Enhanced Sharing Contracts.

**Certification of Compliance with Federal and VA Pricing Guidelines for VHA
Enhanced Health Care Sharing Contracts**

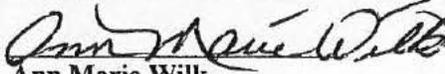
Approved/Certified by: _____


Ralph D. Tillman,
Director, Asset Management
Greater Los Angeles Healthcare System

Part I: Certification of Compliance

I, Ann Marie Wilk, Chief Financial Office, certify that the pricing policies for Greater Los Angeles Healthcare System materially X comply/_____ do not comply with VHA Directive 97-015, Enhanced Health Care Resources Sharing Authority and OMB Circular A-25, User Charges and the Chief Financial Officers Act of 1990 (P.L. 101-576) (CFO Act). I further certify that I have reviewed and understand how these authorities apply to enhanced Health Care Sharing contracts entered into by this facility. Instances where this facility does not comply with Federal and VA pricing policies are disclosed under the certification for compliance with the Statement of Federal Accounting Standards Nos. 4 and 7 (See Bulletin OIGC2.093, Self Certification Compliance with Statement of Accounting Standards Nos. 4 and 7 for VHA Stations).

Name: _____


Ann Marie Wilk

Title: _____

Chief Financial Officer

Facility: _____

Greater Los Angeles Healthcare System

Date: _____

11/13/02

Telephone Number: (310) _____

██████████

**THE SALVATION ARMY TRANSITIONAL HOUSING/BOARD AND CARE
PROJECTED REVENUE
YEAR 2**

REVENUE STREAM

Transitional Housing Component (20 beds) @ \$40/day at average 10% vacancy -- avg. census of 18 residents	262,800
Board and Care Component (70 beds) @ \$900/resident/month avg. at average 10% vacancy -- avg. census of 63 residents	680,400
TOTAL INCOME PROJECTED FOR YEAR 2	943,200

**THE SALVATION ARMY TRANSITIONAL HOUSING/BOARD AND CARE
PROJECTED OPERATING BUDGET
YEAR 2***

EXPENSE PROJECTIONS

Salaries

Executive Director of The Haven (20% of salary)	10,300
Director of Board and Care	41,200
Associate Director of Board and Care	30,900
Case Managers (2FTE @ 11.54/hr)	49,440
Administrative Assistant (11.54/hr)	24,720
Resident Managers (1.5TE @ 7.00/hr)	22,495
House Managers (3FTE @ 7.00/hr)	44,990
Cooks (1.5FTE @ 8.50/hr)	27,316
Operations Supervisor (10.00/hr)	21,424
Personnel Benefits (@23%)	62,740

Program Expenses

Accounting Fee	14,148
Program Expense	16,148
Food Supplies	137,033
Office Supplies	10,300
Postage	1,030
Dietary Supplies	5,150
Janitorial Supplies	5,150
Dumpster Service	3,708
Telephone	4,635
Furnishings/Equipment	7,500
Printing and Publications	2,739
Local Transportation	5,150
SA Vehicles Gas	5,150
SA Vehicles Insurance	1,339
SA Vehicles Replacement	7,500
Conferences	2,060
Financial Assistance-Medical (First Aid and Urinalysis)	12,360
Support Service	94,320
SubTotal Salaries and Program Expenses	670,945

Facility Fee 272,255

TOTAL SECOND YEAR COSTS **943,200**

*Budgets for all subsequent years will be based on a 3% cost increase from Year 2 with respect to anticipated income and anticipated expenses.

The Salvation Army

i) PROPOSED PER DIEM/FACILITY FEE

Detailed Fee Schedule

Under this Offer, The Salvation Army is proposing a Facility Fee schedule based on the understanding that the Department of Veterans Affairs is providing a facility (Building #207) capable of being licensed for 90 beds**. Additionally, this Offer is based on an occupancy rate of 80% in the Board and Care program component in Year 1 and a 90% occupancy rate in the Board and Care program component in Year 2 through Year 5. A consistent occupancy rate of 10% as been assumed for the transitional care component throughout Years 1 - 5. The following documents are included in this exhibit:

- Proposed Facility Fee Schedule for Years 1 - 5
- Detailed Facility Fee Schedule for Year 1
- Detailed Facility Fee Schedule for Year 2
- Proposed Per Diem Schedule

The revenue streams and operating budget for Years 1 - 5 for the proposed program are included under a. Business Plan.

** PLEASE NOTE: On a walk-through of the facility on October 29th, it was not readily apparent that sufficient space/rooms existed to accommodate 90 beds in Building #207. Additionally, if the basement area is being considered as a living space for additional clients, it is not readily apparent that these would be licensable beds.

The Salvation Army

PROPOSED FACILITY FEE SCHEDULE FOR YEARS 1 - 5

	<u>Monthly Fee</u>	<u>Annual Fee</u>
Year 1*	\$12,525	\$150,300
Year 2**	\$22,688	\$272,256
Year 3	\$23,368	\$280,416
Year 4	\$24,070	\$288,840
Year 5	\$24,790	\$297,480

* The Facility Fee for Year 1 presupposes an average vacancy rate of 20% in the first year in the Board and Care component of the program with a concomitant decrease in income. Additionally, the amortized cost of start-up of the program incurred by The Salvation Army has been deducted from the monthly Facility Fee in order to reimburse The Salvation Army for these initial costs.

** The Facility Fee for Years 2-5 presupposes an average vacancy rate of 10% in the Board and Care component of the program.

If the occupancy rate exceeds 80% in Year 1 or 90% in Years 2-5, The Salvation Army agrees to increase the Facility Fee paid to the Department of Veterans Affairs by the difference between operating costs incurred by the program and income received by the program up to an occupancy rate of 95%.

If the vacancy rate exceeds 20% in Year 1 or 10% in Years 2-5, The Salvation Army reserves the right to decrease the Facility Fee paid to the Department of Veterans Affairs an amount sufficient to cover operating costs of the program.

Examples of how this would affect Year 1 and Year 2 are attached.

The Salvation Army

DETAILED FACILITY FEE SCHEDULE - YEAR 1

(Based on average monthly income of \$900 per veteran in the Board and Care component)

<u>Beds Filled</u>	<u>Vacancy Rate</u>	<u>Income Less Expenses</u>	<u>Monthly Facility Fee</u>	
50	71%	85,500	7,125	
51	73%	96,300	8,025	
52	74%	107,100	8,925	
53	76%	117,900	9,825	
54	77%	128,700	10,725	
55	79%	139,500	11,625	
56	80%	150,300	12,525	Anticipated Vac. Rate Year 1
57	81%	161,100	13,425	
58	83%	171,900	14,325	
59	84%	182,700	15,225	
60	86%	193,500	16,125	
61	87%	204,300	17,025	
62	89%	215,100	17,925	
63	90%	225,900	18,825	
64	91%	236,700	19,725	
65	93%	247,500	20,625	
66	94%	258,300	21,525	
67	95%	269,100	22,425	Max. Facility Fee Year 1
68	97%	279,900	22,425	
69	98%	290,700	22,425	
70	70%	301,500	22,425	

The Salvation Army

DETAILED FACILITY FEE SCHEDULE - YEAR 2

(Based on average monthly income of \$900 per veteran in the Board and Care component)

<u>Beds Filled</u>	<u>Vacancy Rate</u>	<u>Income Less Expenses</u>	<u>Monthly Facility Fee</u>
50	71%	131,855	10,989
51	73%	142,655	11,888
52	74%	153,455	12,788
53	76%	164,255	13,688
54	77%	175,055	14,588
55	79%	185,855	15,488
56	80%	196,655	16,388
57	81%	207,455	17,288
58	83%	218,255	18,188
59	84%	229,055	19,088
60	86%	239,855	19,988
61	87%	250,655	20,888
62	89%	261,455	21,788
63	90%	272,255	22,688 Anticipated Vac. Rate Year 2
64	91%	283,055	23,588
65	93%	293,855	24,488
66	94%	304,655	25,388
67	95%	315,455	26,288 Max. Facility Fee Year 2
68	97%	326,255	26,288
69	98%	337,055	26,288
70	70%	347,855	26,288

The Salvation Army

PROPOSED PER DIEM SCHEDULE

Under this Offer, The Salvation Army proposes the following Per Diem schedule to be paid by the West Los Angeles, VAMC to The Salvation Army for each resident in the transitional care component of the program:

<u>Year</u>	<u>Per Diem</u>
Year 1	\$40
Year 2	\$40
Year 3	\$41
Year 4	\$43
Year 5	\$44

The increase in per diem costs over the five year Offer period reflects an approximate annual 3% increase in costs for the proposed program.

New Contract Provisions

- As TSA's employees and board-and-care tenants are not VA employees, they are not authorized to obtain keys for Building 207 from the VA key shop. VA Guidelines require that only VA employees sign for keys being used in buildings on the VA grounds. Difficulties arise when keys are lost, stolen, or do not get returned to the VA after program staff or participants leave. The VA employee whose signature is on the original key shop request must then bear the financial burden for replacement keys. In order to insure that the VA employee is not held responsible for the cost of unreturned or misplaced keys, it is agreed that TSA will be responsible for the cost of all unreturned or misplaced keys signed for by VA staff on TSA's behalf. It is further agreed that TSA will provide a \$500 deposit to cover the cost of key replacement. The Director of Asset Management or his designee will be responsible for collection of these funds from TSA. Should the deposit be fully depleted at any time, TSA agrees to immediately replenish the key deposit in the amount of \$500. At the end of the contract term, any unused deposit will be returned to TSA.

- TSA is aware that environment plays a role in the health, well-being and rehabilitation of the veterans in their board-and-care and transitional housing programs in Building 207. TSA is also aware that environment plays a role in the ability of their staff to deliver superior care to the veterans they serve. With that in mind, TSA agrees to:
 - 1) Maintain high standards of cleanliness with regard to their rental space, furniture, appliances and equipment, as well as excellent standards of patient, resident and staff hygiene. TSA agrees to seriously consider, in good faith, the training of appropriate staff to fulfill housekeeping supervision duties as needed to maintain these high standards.

 - 2) TSA agrees to upgrade and improve the interior of Building 207 where needed to provide a pleasing appearance, a comfortable living space, and cheerful recuperation environment. TSA agrees to seriously consider, in good faith, upgrades such as painting of walls, renewal of tile surfaces, replacement of carpet and other floor coverings, and improvements to lighting systems, windows, and window treatments.

- To assist TSA in their efforts toward a high-quality environment in Building 207, GLAHS Engineering will maintain a high standard with regard to repairs, maintenance and safety as per the detailed "Responsibilities" list attached to this agreement.

New Contract Provisions

- As TSA's employees and board-and-care tenants are not VA employees, they are not authorized to obtain keys for Building 207 from the VA key shop. VA Guidelines require that only VA employees sign for keys being used in buildings on the VA grounds. Difficulties arise when keys are lost, stolen, or do not get returned to the VA after program staff or participants leave. The VA employee whose signature is on the original key shop request must then bear the financial burden for replacement keys. In order to insure that the VA employee is not held responsible for the cost of unreturned or misplaced keys, it is agreed that TSA will be responsible for the cost of all unreturned or misplaced keys signed for by VA staff on TSA's behalf. It is further agreed that TSA will provide a \$500 deposit to cover the cost of key replacement. The Director of Asset Management or his designee will be responsible for collection of these funds from TSA. Should the deposit be fully depleted at any time, TSA agrees to immediately replenish the key deposit in the amount of \$500. At the end of the contract term, any unused deposit will be returned to TSA.

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 - 1) Maintain high standards of cleanliness with regard to their rental space, furniture, appliances and equipment, as well as excellent standards of patient, resident and staff hygiene. TSA agrees to seriously consider, in good faith, the training of appropriate staff to fulfill housekeeping supervision duties as needed to maintain these high standards.

 - 2) TSA agrees to upgrade and improve the interior of Building 207 where needed to provide a pleasing appearance, a comfortable living space, and cheerful recuperation environment. TSA agrees to seriously consider, in good faith, upgrades such as painting of walls, renewal of tile surfaces, replacement of carpet and other floor coverings, and improvements to lighting systems, windows, and window treatments.

- To assist TSA in their efforts toward a high-quality environment in Building 207, GLAHS Engineering will maintain a high standard with regard to repairs, maintenance and safety as per the detailed "Responsibilities" list attached to this agreement.

Repair and Maintenance Responsibilities
Building 207
(As of 4-1-06)

<i>TSA Responsibility</i>	<i>VA Responsibility</i>
Repairs to, and replacement of, interior appliances, furniture and equipment such as: - A/Cs (stand-alone units) - drinking fountains - ice machines - refrigerators - stoves including exhaust fans - washers/dryers/dishwashers - garbage disposals - cabinets - lamps - beds - tables/chairs - pianos - fans (stand-alone units) - heaters (stand-alone units) - microwaves and other small appliances - computers (See * items on VA side)	Repairs to, or replacement of electrical systems and equipment , such as: - embedded heating/cooling system & parts > compressors, wiring, etc. - thermostats connected to imbedded systems - embedded electrical systems (auto doors, etc.) - breaker boxes - breaker switches (except "simple trips") - electrical circuits - exterior lighting (flood lights, etc.) - emergency lighting – exits, alarms, etc. - building power outage - exposed wires inside walls, ceilings - *electrical outlets - *built-in ceiling, exhaust and wall fans/vents - *built-in wall heaters/radiators - *built-in lighting systems/fixtures - *wall light switches (* complex repair only)
Leaks from interior appliances and equipment: - examples above and below	Leaks in and from walls, ceilings, and exterior: - examples above and below
Repairs to, or replacement/mounting of, interior plumbing and equipment such as: - sinks - faucets - toilets and seats - urinals - int. pipes, valves, drains (including "snake-outs") - mirrors - air dryers - shower rods, tiles, grout, heads/fixtures - waterproofing, seals - paper products holders - soap dispensers, other dispensers	Repairs to, or replacement/mounting of, in-wall or exterior plumbing repair such as: - water pressure in building - steam heat system - building sewer main - water pipes - sewer pipes - water heater - ext. building faucets and drains (including patio) - flooding from ext. environmental conditions
Interior painting - all	Exterior painting - all
Surface mold such as on: - grout/shower tiles - carpet	In-wall or in-ceiling mold or asbestos (Except for mold caused by leaks from TSA's interior space, such as from toilet valves, etc.)

Repair and Maintenance Responsibilities

<p>Repairs to, or replacement/mounting/re-setting of, interior items such as:</p> <ul style="list-style-type: none"> - ceiling tiles (unless caused by in-ceiling leak) - floor tiles - cabinets - carpet - interior doors and screens (all parts except locks?) <ul style="list-style-type: none"> >knobs, closers, handles, stops, hinges, latches - lockers (including keys and locks) - cabinet/furniture keys - lamps - electrical cords to/from appliances - int. lighting, ballast, light bulbs (non-emerg lights) - windows, frames (damaged by patients or staff) - window screens - window locks, brackets, plates - windows stuck - baseboards - curtains/drapes - benches - handrails - vending machines - bulletin boards, pictures 	<p>Repairs to, or replacement/mounting/re-setting of, interior items such as:</p> <ul style="list-style-type: none"> - fire doors - fire pumps/building sprinkler system (and testing) - fire extinguishers (VA or TSA?) - life safety equipment - stairwell doors - smoke detectors - fire alarms - exit doors - panic bar - door locks (all key locks, dead bolt locks) - door keys (all) - elevators - ceiling tiles (if caused by in-ceiling leak) - holes in ceiling (unless caused by patients/staff) - suspension ceiling - windows broken (if caused by exterior source)
<p>Repairs/maintenance necessitated by patient/staff actions, normal wear and tear such as:</p> <ul style="list-style-type: none"> - dents, holes in walls (plastering and painting) - fire damage - local overflows, flooding - local clogs - antennas - int. insect control 	<p>Repairs to, and maintenance of, exterior items such as:</p> <ul style="list-style-type: none"> - roof - asphalt - benches and tables - fencing - antennas - lawn sprinklers, hoses - ext. grounds - ext. insect control - ext. lighting - dumpsters - canopy/thin metal awnings, if part of building - ext. door keys
<p>Calibration of medical equipment such as:</p> <ul style="list-style-type: none"> - Breathalizers - Intoximeters - Scales 	<p>Safety checks re equipment such as:</p> <ul style="list-style-type: none"> - VA-owned biomedical equipment - electrical devices within patient care areas
<p>Preventive maintenance to appliances, equipment and interior structure</p> <ul style="list-style-type: none"> - examples above 	<p>Mandated preventive maintenance inspections (PMIs) per VA regs</p>
<p>Disconnection, removal or moving of int. items</p> <ul style="list-style-type: none"> - examples above 	

Daniels, Laurel H

From: Adams, Joan (VHACO)
Sent: Thursday, March 16, 2006 1:17 PM
To: Daniels, Laurel H
Cc: Tillman, Ralph D; Steinberg, Katherine A
Subject: Re: Rapid Response Request - Concept Approval

Congratulations, you are authorized to proceed!
Joan Adams (via blackberry)

-----Original Message-----

From: Daniels, Laurel H
To: Adams, Joan (VHACO)
CC: Tillman, Ralph D; Steinberg, Katherine A
Sent: Mon Mar 13 14:54:32 2006
Subject: Rapid Response Request - Concept Approval

Hi Joan,

Ralph Tillman has reviewed and OK'd the attached, and has asked me to send it on to you for the RRT. This is for The Salvation Army renewal agreement regarding Building 207.

Thanks so much,

Laurel Daniels.

Asset Management

Department of Veterans Affairs

VA Greater Los Angeles Healthcare System

11301 Wilshire Boulevard

Building 220, Room 215

Los Angeles, CA 90073

310-478-3711 [REDACTED] (direct)

310-268-3789 (dept main line)

**II.F.3.
EXECUTED AGREEMENT**



Enhanced Health Care Resources Sharing Agreement

WLA Healthcare Center

The Salvation Army – Building 207

(39,999¢)
from CA1

- 1. Sharing Agreement:** This Contract (V691S-5271) is a Sharing Agreement pursuant to Title 38, U.S.C. Section 8153.

This Contract provides for the use of building space at the **VA Greater Los Angeles Healthcare Center** (referred to herein as "VA GLAHC"), 11301 Wilshire Blvd., Los Angeles, CA 90073, and as specified in subparagraph 1B below. Attachments "A", "B", "C", "D", "E", "F", "G," and "H" are made part of this Agreement.

The **terms** of the Contract are as follows:

- A. Parties:** The Salvation Army, A California Corporation, (referred to herein as "Sharing Partner") and VA Greater Los Angeles Healthcare System, West Los Angeles (referred to herein as "VA GLAHS" or "VA").
- B. Resources to be shared:** Sharing Partner to occupy **three floors in Building 207** as described in Attachment "A." The VA GLAHS will make this space available per the terms in Attachments "B" through "H."
- C. Period of Performance:** **Ten years with one (10) ten-year option** to renew under the same terms beginning from the date of execution of this agreement.
- D. Purpose:** To provide space for housing and services to veterans transitioning from mental health and substance abuse problems to appropriate housing and services in the community.
- E. Pricing and Payment Terms:** The Sharing Partner shall pay the VA in accordance with the negotiated fee schedule described in Attachment "C".
- F. Payment:** The Sharing Partner shall make all payments (rental fees) **payable to VA Greater Los Angeles Healthcare System, West Los Angeles Agent Cashier**, referencing this Enhanced Sharing Agreement number (**ESA# V691S-5271**). The Sharing Partner shall submit said payment and/or fee as mutually negotiated and agreed. Payment(s) shall be in the form of a certified or cashier's check, bank draft, or US Post Office Money Order and **delivered to:**

VA Greater Los Angeles Healthcare System
Attention: Director, Asset Management
11301 Wilshire Blvd.
Building 220, Room 219
West Los Angeles, CA 90073

- G. Authorization to Act on Behalf of the VA GLAHS:** The Contracting Officer (hereinafter "CO") is the only Government official who shall be authorized to handle contractual matters involving changes, direction, work, and money. The CO shall give all direction for these areas. Nothing is to be decided without consultation with the CO.
- H. Restriction:** The Department of Veterans Affairs (hereinafter "DVA") prohibits the use of VA GLAHS property for the purpose of carnivals (i.e., amusement rides of any kind and animal displays/acts). The DVA prohibits the parking of vehicles on grass and tree areas of the grounds, unless prior approval of the DVA has been obtained and such approval is incorporated into this Contract. The DVA prohibits the carrying of firearms by any person(s) employed or hired by the Sharing Partner, other than duly sworn law enforcement personnel such as LAPD or LA County Sheriff. No explosive devices, smokescreens, etc. will be permitted on Government property. No tobacco smoking is permitted in Government buildings. Photography within patient areas or of patients is strictly prohibited. There will be no disruption of Medical Center operations. Courtesy to patients, visitors and employees is MANDATORY.
- I. Security:** The DVA shall provide security for the GLAHS, and may patrol Building 207 and adjacent areas. Should other security arrangements be necessary, this Contract will specify such arrangements. Random inspections by the Contracting Officer, the Contracting Officer's Technical Representative (COTR) or GLAHS West Los Angeles Security Police, may be conducted during the period of occupancy, provided that said random inspections do not materially interfere with Sharing Partner's activities.
- J. Insurance:** The Sharing Partner shall provide a minimum of **\$1,000,000** (One Million Dollars) **General Liability, Automobile Liability, and Workers Compensation and Employers Liability Insurance** prior to commencement of occupancy, and such insurance will be effective throughout period of performance. Proof of such insurance shall be hand-delivered or mailed to the Contracting Officer prior to commencement of performance of this Contract.
- K. Restoration of Condition:** Sharing Partner will ensure occupancy area is restored to pre-existing or better condition (fair wear and/or tear excepted) at expiration of occupancy unless otherwise agreed to by the CO. The Sharing Partner shall be responsible for all damages to GLAHS property caused by their negligence, etc. and any repairs resulting from such damage, will be at the expense of Sharing Partner.

2. GENERAL TERMS AND CONDITIONS SHALL BE AS FOLLOWS:

- A. Relationship:** 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 shall be an independent contractor relationship.
- B. Termination:** Either party may terminate this sharing agreement, with three hundred sixty-five (365) days written notice for cause, by decree of Public Law or the declaration of a Federal, State or local emergency. In the event that this termination clause is exercised, each party will bear its own costs associated with the termination and will not seek damages or compensation from the other party caused by the termination except

that in the case of a termination by the VA (other than as provided in subparagraphs (i) and (ii) below, Sharing Partner shall be entitled to receive from the VA concurrently with such termination the unamortized value of the capital improvements made by the Sharing Partner to the Shared Property in accordance with the amortization schedule set forth in Attachment "F" of this sharing agreement.

- (i) Termination for Cause. The VA may terminate this contract, or any part Hereof, for cause in the event of any material default by the Sharing Partner, or if the Sharing Partner fails to provide the VA, upon written request, with adequate assurances of future performance, by giving at least 90 days prior written notice. In the event of termination with cause, the Sharing Partner shall be liable to the VA for any and all rights and remedies provided by law. If it is determined that the VA improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (ii) The DVA reserves the right to unilaterally terminate this agreement immediately if Sharing Partner has caused Government owned assets or the public to be endangered.

C. Modification: This Contract may need to be modified during the term. All modifications shall be in writing and, except for termination, have the written consent of both parties.

D. Governing Law: This Contract shall be governed, construed, and enforced in accordance with Federal law.

E. Contractor Disputes: All disputes arising under or relating to this Contract shall be resolved in accordance with this clause.

1. As used herein, "controversy or claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising or relating to the contract.
2. Any controversy or claim arising out of or relating to this Contract on behalf of the Sharing Partner shall be presented initially to the CO for consideration. The CO shall promptly furnish a written reply on the claim to the Sharing Partner.
3. In the event the parties cannot amicably resolve the matter, any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration at the VA Board of Contract Appeals in accordance with procedures set forth in the Alternative Disputes Resolution Act of 1996, and judgment upon any award rendered by the Arbitrator(s) may be entered into any court having jurisdiction thereof.

F. Use of the VA GREATER LOS ANGELES HEALTHCARE SYSTEM, WEST LOS ANGELES' Name (Advertising): Sharing Partner shall not use any marketing material, logo, trade name, service mark, or other materials belonging to DVA, directly or indirectly, in any form of advertising without the written consent of the DVA. (Endorsements (advertising) subject to 5 C.F.R. 2635.702)

- G. Indemnification:** Sharing Partner shall hold harmless and indemnify VA GREATER LOS ANGELES HEALTHCARE SYSTEM, West Los Angeles from any and all claims, losses, damages, liabilities, costs, expenses, or obligations arising out of or resulting from Sharing Partner's wrongful or negligent conduct in the performance of this Contract. As determined under and to the extent permitted by the provisions of the Federal Tort Claims Act (28 USC Sections 2671-2680), the United States shall be liable for and hold Sharing Partner harmless, its agents and employees from any and all claims, suits, losses, damages or expenses for injuries to any and all persons whomsoever, and all property damage, arising or growing out of or in any manner connected with activities performed under the authority of the Agreement.
- H. Independent Contractor:** VA GREATER LOS ANGELES HEALTHCARE SYSTEM, West Los Angeles is an independent contractor with respect to the rental agreement under this Contract. Nothing contained herein shall be construed as an employment relationship or partnership between VA GREATER LOS ANGELES HEALTHCARE SYSTEM, West Los Angeles and Sharing Partner.
- I. Notification:** All legal notices to be given by either party to the other shall be made in writing by hand delivery or by registered or certified mail, return receipt requested or by other method reasonably capable of proof of receipt thereof and addressed to the attention of:

Department of Veterans Affairs
Greater Los Angeles Healthcare System
Ralph D. Tillman
Director, Asset Management
11301 Wilshire Blvd., 220
Bldg. #500, Room #6428 219
Los Angeles, CA 90073
Telephone: 310-268-██████████

The Salvation Army, A California Corporation
Name: Major Steven D. Bradley
Title: Divisional Secretary for Business
900 W. James M. Wood Blvd.
Los Angeles, CA 90015
Office: 213-██████████
Fax: 213-627-3902
Tax ID: ██████████

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date(s) indicated below.

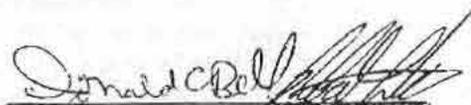
United States of America
Department of Veterans Affairs
VA Greater Los Angeles Healthcare System

The Salvation Army, A California Corporation

By

By





Ralph D. Tillman
Director, Asset Management
Greater Los Angeles Healthcare System

Vice President

ASS'T. SECRETARY

6/22/06
Date

7/06/06
Date

THE SALVATION ARMY SOUTHERN CALIFORNIA DIVISION FINANCE COUNCIL	
JUN 29 2006	
<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved
<input type="checkbox"/> Recommended	<input type="checkbox"/> Concept Approval
<input type="checkbox"/> Reviewed/Noted	<input type="checkbox"/> Deferred
By 	000589

LIST OF ATTACHMENTS

- Attachment A: Resources To Be Shared
- Attachment B: Other Contract Requirements
- Attachment C: Fee Schedule
- Attachment D: Repair and Maintenance Responsibilities
- Attachment E: Sharing Partner's Ten-Year Plan for Improvement
- Attachment F: Capital Improvement Amortization Schedule
- Attachment G: Sign Posting for Special Events
- Attachment H: Motor Vehicle Traffic and Parking Policy

Attachment "A"
Resources To Be Shared

- **Place of Contract Performance:**

11301 Wilshire Blvd., Building 207, Los Angeles, CA 90073

- **Location:**

Except for Rooms 133, 201, and 228A which are occupied by VA GLAHS nursing and administrative staff, Sharing Partner shall occupy the first, second and third floors of Building 207, at the Greater Los Angeles Healthcare Center. Sharing Partner shall also have access to the common areas, entry ways, elevators, ancillary areas and exterior areas of Building 207.

Attachment "B"

Other Contract Requirements

- Sharing Partner shall maintain compliance with all Federal, State and Local regulations and guidelines, including State and Federal licensing requirements, applicable to an on-grounds VA-Community partnership for the operation of a Transitional Housing Unit and Residential Care Board and Care facility.
- After giving the Sharing Partner reasonable notice, random inspections by the CO, the CO's Technical Representative (COTR), VA Security Police and/or Safety Officers may be conducted during the Period of Performance.
- Sharing Partner is aware that environment plays a role in the health, well-being and rehabilitation of the veterans in their board-and-care and transitional housing programs in Building 207. Sharing Partner is also aware that environment plays a role in the ability of their staff to deliver superior care to the veterans they serve. With that in mind, Sharing Partner agrees to:
 - 1) Maintain high standards of cleanliness with regard to their rental space, furniture, appliances and equipment, as well as excellent standards of patient, resident and staff hygiene. Sharing Partner agrees to train appropriate staff to fulfill housekeeping supervision duties as needed to maintain these high standards.
 - 2) Sharing Partner agrees to upgrade and improve the interior of Building 207 where needed and appropriate to provide a pleasing appearance, a comfortable living space, and cheerful recuperation environment. Sharing Partner agrees to perform upgrades such as painting of walls, renewal of tile surfaces, replacement of carpet and other floor coverings, and improvements to lighting systems, windows, and window treatments.
 - 3) Sharing Partner's Ten-Year Plan for Improvement is incorporated as part of this agreement as Attachment "E." In the event that Sharing Partner exercises its option to renew this agreement at the end of the first ten-year term, a new ten-year plan for improvement will be provided to CO.
- There shall be no possession or consumption of alcoholic beverages on VA grounds.
- Sharing partner shall comply with DVA signage policy as indicated on Attachment "G".
- Smoking shall be confined to outside designated smoking shelters.
- Sharing Partner shall be responsible for all janitorial services and supplies, trash removal, as well as, routine interior maintenance and repairs within the occupied areas. Maintenance and repair responsibilities are further described, but not limited to, those items in Attachment "D."
- Telephone/data lines and long distance access will be purchased from the local phone company and coordinated through DVA Information Resource Management (IRM). The sharing partner is responsible for maintenance and repair costs associated with these communication lines.

Attachment "B"
Other Contract Requirements
(continued)

- All remodeling and/or renovation considered appropriate or desired by the Sharing Partner shall be pre-approved by the DVA. Any shared cost of such remodeling or renovation is subject to negotiations between the parties to this agreement and approval by the CO.

- Procedures for access to VA offices in Building 207 related to repairs in Sharing Partner's occupied areas are as follows:
 - 1) If there is a scheduled repair that will be done during normal working hours, TSA should contact the office of the Chief of Community Care, in advance, to arrange for access during the repair time.

 - 2) If there is an urgent/emergency repair situation during normal working hours and access is not immediately available through Community Care staff, TSA should contact VA Police to access the space.

 - 3) If there is an urgent/emergency repair situation after normal working hours or over a weekend, TSA should contact VA Police to access the space.

Attachment "C"

Fee Schedule

- **Rent or Facility Fee:**

Sharing Partner shall pay to the VA GLAHS a monthly rental (or facility fee) of **\$17,500** for occupancy of the portions of Building 207 described in Attachment "A." On the first day of the month following commencement of a per diem payment rate increase to \$50/day, the \$17,500 facility fee shall increase to **\$18,500** per month.

Rental payments shall be due and payable on the first day of the month following execution of this agreement and every first day of the month thereafter throughout the contract term. Late charges of **\$10** per day shall begin accruing on the sixth day of the month for any payments not received.

The facility fee shall increase at the rate of **3%** annually for the duration of this contract term.

- **Per Diem Rate:**

The current per diem rate per occupied bed for each of the 20 beds in the transitional housing unit of Building 207 is \$44/day. The diem rate will increase from \$44/day to \$50/day, effective the first day of the month following execution of this agreement by all parties. Subsequent increases in the per diem rate is contingent upon the following:

At the conclusion of each fiscal year during the term of this contract, Sharing Partner shall provide CO with:

- 1) a detailed statement of its actual income and expenses for the fiscal year just ended,
- 2) a budget for the fiscal year just ended, and
- 3) an estimated budget for the next fiscal year.

CO and appropriate representatives of VA GLAHS will review these documents and determine justification for an increase in the per diem rate based on Sharing Partner's performance.

- **Utilities:**

The facility fee includes utilities as follows: electricity, water, sewer, steam, and natural gas.

- **Operations Costs:**

Operations costs such as telephone and data lines are the responsibility of the Sharing Partner.

- **Repair Costs:**

Repair and maintenance costs shall be borne by the Sharing Partner and GLAHS in accordance with the "Repair and Maintenance Responsibilities" described in Attachment "D."

Attachment "C"

Fee Schedule (continued)

- **Key Deposit:**

As Sharing Partner's employees and board-and-care tenants are not VA employees, they are not authorized to obtain keys for Building 207 from the VA key shop. DVA Guidelines require that only VA employees sign for keys being used in buildings on the VA grounds. Difficulties arise when keys are lost, stolen, or do not get returned to the VA after program staff or participants leave. The VA employee whose signature is on the original key shop request must then bear the financial burden for replacement keys.

In order to ensure that the VA employee is not held responsible for the cost of unreturned or misplaced keys, it is agreed that Sharing Partner will be responsible for the cost of all unreturned or misplaced keys signed for by GLAHS staff on Sharing Partner's behalf. It is further agreed that, upon execution of this agreement, Sharing Partner will provide a **\$500** deposit to cover the cost of key replacement. Should the deposit be fully depleted at any time, Sharing Partner agrees to immediately replenish the key deposit in the amount of \$500. At the end of the contract term herein, any unused deposit will be returned to Sharing Partner. The Director of Asset Management or his designee will be responsible for collection of these funds from TSA.