



ARLINGTON COUNTY, VIRGINIA

**AGREEMENT NO. 24-DHS-SFALW-338
AMENDMENT NUMBER 1**

This Amendment Number 1 is made on the date of execution by the County and amends Agreement Number **24-DHS-SFALW-338**, dated 7/1/2023, between Neighborhood Health, 6677 Richmond Hwy, Alexandria, Virginia 22306 ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the Main Agreement as follows:

- 1. PURSUANT TO PARAGRAPH 4: CONTRACT TERM, THIS AGREEMENT IS HERBY RENEWED FROM JULY 1, 2024, TO JUNE 30, 2025. THERE ARE THREE 12 MONTH SUBSEQUENT CONTRACT TERMS REMAINING.**

- 2. REPLACE PARGRAPH 5 CONTRACT AMOUNT IN ITS ENTIRETY WITH:**

The County will pay the Contractor in accordance with the terms of the Payment section below up to a base rate of \$340,000 (\$165,000 for Primary Care, and \$175,000 for Dental Services) and an additional rate based on services provided, per **Exhibit G, Contract Pricing** for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount"). The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract.

- 3. REPLACE PARGRAPH 6 CONTRACT PRICE ADJUSTMENTS IN ITS ENTIRETY WITH:**

The Contract Amount/unit price(s) will remain firm until June 30, 2025 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) shall not exceed the rates as updated by the VA Department of Medical Assistance Services (DMAS).

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

- 4. PURSUANT TO PARGRAPH 45 NOTICES: ADD THE FOLLOWING ADDITIONAL PROJECT OFFICER**

Yvette Wright, Public Heath Bureau Chief

DHS PH Community Health Services
2100 Washington Blvd, 2nd Floor
Arlington, VA 22204
Phone: 703-228-1275
Email: ywright@arlingtonva.us

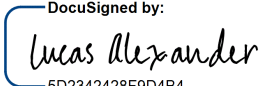
- 5. REPLACE EXHIBIT A, SCOPE OF WORK IN ITS ENTIRETY WITH THE ATTACHED REVISED EXHIBIT A, SCOPE OF WORK.
- 6. ADD EXHIBIT G, CONTRACT PRICING WITH THE ATTACHED EXHIBIT G, CONTRACT PRICING
- 7. REPLACE EXHIBIT F, REPORTS WITH REVISED EXHIBIT F REPORTS.

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

NEIGHBORHOOD HEALTH

AUTHORIZED SIGNATURE:  DocuSigned by:
5D2342428E9D4B4

AUTHORIZED SIGNATURE:  DocuSigned by:
2D2ABD3ED5AC413

NAME: Lucas Alexander

NAME: Basim Khan

TITLE: Procurement Officer

TITLE: CEO

DATE: 6/28/2024

DATE: 6/27/2024

REVISED EXHIBIT A

SCOPE OF WORK

1. Primary Care Services

The Contractor agrees to operate a Federally Qualified Health Center (FQHC), to provide primary medical care for the Department of Human Services (DHS), Community Services Board (CSB) clients and any eligible Arlington County resident in need of medical services, according to the requirements below. FQHCs are community-based health care providers that receive funds from the [Human Resources & Services Administration \(HRSA\)](#), to provide primary care services in underserved areas.

The Contractor must operate the FQHC in accordance with the following requirements:

A. Operational Requirements for the FQHC Clinic

- 1) The Contractor shall operate its FQHC clinic at the Arlington County Department of Human Services, Behavioral Health Division, at 2100 Washington Blvd, 2nd floor, Arlington, Virginia five (5) days/week (Monday through Friday) for at least 8 hours per day. Any changes in clinic hours should be mutually agreed upon by the County and Contractor. The Contractor shall not operate the clinic during County holidays unless written permission is obtained from the Project Officer.
- 2) The Contractor agrees that the Arlington County Public Health Division (PHD) will retain exclusive use of exam rooms 294L and 294M. It further agrees that PHD reserves the right to use additional exam rooms during public health emergencies requiring negative pressure rooms for infection control purposes. The Contractor shall not alter the equipment or layout in exam rooms 294L and 294M.
- 3) The Contractor shall ensure that the clinic operations meet all state, federal and local licensing and regulatory requirements including HRSA program requirements. Clinic operations must be conducted in a professional, caring, recovery-oriented manner and in keeping with the standard of care prevalent in the Commonwealth of Virginia for other primary care facilities and primary care facilities who also specialize in the treatment of patients with mental health and/or substance abuse issues. [Health Center Program Compliance Manual introduction | Bureau of Primary Health Care \(hrsa.gov\)](#)
- 4) The Contractor shall accept clients for primary medical care services referred by DHS staff based on eligibility criteria agreed upon by the County and the Contractor. Once seen by a FQHC primary care provider, the clients will become joint clients of Arlington County DHS and FQHC and their care must be coordinated by the primary care provider and DHS staff.
- 5) The Contractor may serve individuals that are not Arlington County DHS/CSB clients; however, DHS clients must be given priority when scheduling initial and follow-up appointments.
- 6) To assure continuity of the required primary health services, the Contractor must have in place procedures for promptly responding to patient medical emergencies during the clinic's regularly scheduled hours; and clearly defined arrangements for promptly responding to patient medical emergencies after the health center's regularly scheduled hours. These procedures must comply with HRSA requirements and be available for review by the County Project Officer. [Health Center Program Compliance Manual | Bureau of Primary Health Care \(hrsa.gov\)](#)
- 7) The Contractor shall report incidents involving the safety of clients or staff to the Project Officer

within 24 hours. This includes the following: assault or violent interaction, threat of violence, client-staff altercation, infectious exposure or potential infectious exposure, client or staff injury, client or staff emergency requiring ambulance transport, fall without injury, behavioral incident with injury, self-injurious behavior, suspected abuse, property damage, or client reported missing.

- 8) Maintain the clinic in a hygienic and orderly manner. All medical decision-making is within the sole discretion of the FQHC qualified medical care providers. Nothing in the Contract shall be construed to limit the Contractor's responsibility to manage the details or execution of the work performed.
- 9) Properly store, safekeep and dispense medical devices, pharmaceuticals and/or prescription scripts in accordance with state and federal laws. Proper care must be taken when prescribing medications to ascertain from the patient and county records current prescription drug use and any interactions as well as titration, as appropriate. Record keeping shall also include de-identified tracking for payment and invoicing purposes.
- 10) The Contractor must have downtime procedures for loss of computer accessibility; ensure risk management policies are being followed; alert malpractice carrier and the County to any potential liability issues immediately; ensure medical records are being stored and released appropriately. The FQHC must use a 2014 Office of the National Coordinator (ONC) certified Electronic Health Record System which is HIPAA and meaningful-use compliant. Benefits of EHRs | HealthIT.gov
- 11) The Contractor shall be responsible for maintaining the physical safety and security of clients and staff using the primary care clinic area. Any facility maintenance issues related to County property must be reported immediately to the Project Officer.
- 12) Implement and operate a personnel system that includes at a minimum the following:
 - Written personnel policies and procedures which address benefits, classification and compensation, discipline (standards of conduct), employee performance evaluation, continuing education requirements, initial orientation and in-service training, equal employment opportunity, grievance process, hours of work, leave, outside employment, recruitment and selection, transfer and promotion, termination and layoff, and travel and on- the-job expenses.
 - Written job descriptions with explicit responsibilities and qualification statement for all positions, and a system for documentation of employees' work-related education and training.
 - Provision of bilingual staff (English/Spanish) and/or utilization of contracted interpreter services to ensure interpretation services for patients are available during clinic hours. The Contractor must have policies and procedures in place to implement the services including staff training. Policies must be made available upon request. The County may determine at its sole discretion that the Contractor's bilingual staff must complete a language proficiency assessment through a certified provider. In such instance, the Contractor must ensure the testing is completed and a copy of the certification is submitted to the Project Officer within 30 days upon request. Any bilingual staff not passing the language proficiency assessment shall not occupy a bilingual position or provide interpretation or translation services of any kind. Any cost associated with the testing will be the sole responsibility of the contractor.
 - Ensure that all staff are trained in their job duties and responsibilities and maintain the

credentials or certifications they hold.

- All hiring shall be conducted in compliance with local, state, and federal equal employment opportunity regulations.

B. Clinical Operations and Services

1) Primary and Preventative Care

- The FQHC shall serve primarily DHS clients referred to by various DHS programs. DHS clients must be prioritized with the goal of providing evaluation appointments to a new client with a specific medical complaint or concern within 14 days and within 28 days (about 4 weeks) for a routine primary care screening or to establish care with a provider and who may not have a particular concern or complaint. Follow-up appointment slots must also be prioritized and made available within 14 days of the initial appointment for DHS clients if requested. The County in coordination with the Contractor will review primary care appointment availability quarterly to develop steps to improve access for DHS clients if necessary.
- The FQHC shall provide the same array of primary care services and in the same manner for DHS program clients as for the general FQHC's clients served at other sites, including but not limited to adult medicine, pediatrics, women's health, and dental care. If a service is not available at the DHS site, it should be provided at another site.
- For each client encounter, clinic practitioners shall take an appropriate medical history, perform a physical examination of the relevant body systems, make a clinical diagnosis, initiate required treatment, and make any required subsequent disposition. A client may not receive a physical exam if they choose to meet with the practitioner through Telehealth.
- Clinic practitioners shall administer screening tests for at least the following biometrics and risk factors:

Risk Factors	Screening Tests
Diabetes Control	Percentage of patients with diabetes diagnosis who have had hemoglobin A1C measured in the calendar year, and whose hemoglobin A1C level is less than 9.
Adult weight screening and follow-up	Percentage of patients aged 18 years and older with a calculated body mass index (BMI) in the past 6 months documented in the medical record and if the most recent BMI is outside the parameters, a follow-up plan is documented.
Cervical Cancer Screening	Percentage of women 21-64 years of age who were screened for cervical cancer using either of the following criteria: <ul style="list-style-type: none"> • Women aged 21-64 who had cervical cytology performed every 3 years. • Women aged 30-64 years who had cervical cytology/HPV co-testing every 5 years.

Colorectal Cancer Screening	Percentage of patients ages 50-75 who had appropriate screening for colorectal cancer (Fecal Occult Blood FIT test in the past 12 months, or Colonoscopy in the past 10 years)
Tobacco Screening and Cessation	The percentage of patients screened for tobacco use and who received cessation counseling or medication intervention if identified as tobacco user.
Screening for Hyperlipidemia	Percentage of males over the age of 35 or females over 45 years (who are at increased risk for cardiovascular disorders) who have been screened for lipid disease.

- Clinic practitioners shall administer or make referrals for all vaccinations, immunizations and screenings as per US Preventive Services Task Force (USPSTF) [United stated preventive services taskforce](#) prevention and screening guidelines and [Centers for Disease Control and Prevention](#) (CDC) recommended immunizations.
- FQHC staff shall make all necessary follow-up appointments according to availability of appointment slots during the FQHC clinic hours at the Arlington FQHC as appropriate. Urgent follow-up appointments at other FQHC sites must be made available as needed.
- Clinic practitioners shall ensure that urgent medical needs of DHS clients will be handled in a manner consistent with the medical needs of the client and within the standard of care. This will include calling emergency services or arranging for referral to the emergency department of an appropriate hospital.
- In any emergency for which clinic practitioners are not qualified or are unable to provide appropriate care, clinic practitioners shall call 911, and provide services to stabilize the patient until qualified emergency care and services can be provided to the patient.
- All care shall be properly and fully documented in the clients' charts. Charting by exception is strongly discouraged.

2) Specialty Care Referrals

- Clinic practitioners shall refer DHS clients requiring medically necessary services beyond the scope of services available at the clinic sites to appropriate outside sources.
- Contractor staff shall always maintain collaboration and coordination with the client's treating physician to effectively treat, refer and monitor clients.
- When referring clients to or collaborating with other specialty care providers, practitioners must protect clients' privacy and comply with all HIPAA requirements.

3) Case Management

- The Contractor shall provide onsite medical case management including referrals to specialty care and coordination with the *Patient Assistance Program* (assistance offered through pharmaceutical companies for uninsured clients) medication applications for clients requiring these services because of level of complexity of condition, high-risk patients, relevant co- morbidities, and/or compelling psycho-social aspects of their condition.
- The Contractor shall coordinate medical case management in collaboration with the

Arlington County clinical team.

- If Contractor provides health education and support related to chronic disease management and lifestyle changes, Contractor staff must use a client-centered approach, be mindful of the clients' level of education and overall interest in behavior change. The contractor may also refer clients to appropriate County wellness programs.
- The contractor shall work collaboratively with DHS-Behavioral Healthcare Division case managers and other relevant staff to ensure regularly scheduled appointments are kept, and clients engagement in primary care services.

4) Prescriptions

- Clinic practitioners shall be responsible for all prescriptions necessary for appropriate primary care treatment and will use FQHC forms for such prescriptions or utilize e-prescribing.
- Clinic practitioners will be responsible for assuring safety by checking their prescriptions against known medications being used by the DHS client for possible reactions and adhering to applicable state law and safety guidelines including use of Virginia Prescription Drug Monitoring Program (PMP) if prescribing controlled substances including opioids. Records of all medications prescribed from external providers will be added to the respective medical records.
- The contractor must ensure that DHS clients can utilize the FQHC medication assistance resources, including the 340B Drug Pricing Program and Prescription Assistance Programs, to assist them in accessing medication subsidy programs as appropriate. [Health Center Program Compliance Manual introduction | Bureau of Primary Health Care \(hrsa.gov\)](#)
- The contractor will ensure locked pharmaceutical storage space/equipment is used in accordance with Board of Pharmacy regulations if providing medications at the DHS clinic location.
- Contractor will implement a medication quality assurance plan to eliminate possible medication errors. Medication errors include wrong person, wrong medicine, wrong dose, wrong time, wrong route, medication administered but not recorded, missed medication due to staff error, and other medications errors. All medication errors must be reported to the DHS Project Officer through quarterly reports. Refer to Exhibit E for reportable incidents.

5) Medical and Mental Health Emergencies

The Contractor should maintain a protocol to handle medical and mental health emergencies. At a minimum, the protocol shall include the following steps:

- Initial assessment of immediacy and severity of the emergency.
- Notification and cooperation with appropriate County agencies, including DHS, Office of Emergency Management, Fire Department, and Police Department.
- Established relationship with DHS Behavioral Healthcare Division emergency staff for assistance with psychiatric emergencies.
- Liaison with local hospital emergency rooms to facilitate admission of DHS clients.

6) Laboratory Services

- The Contractor must provide clients with access to laboratory services in accordance with

its procedures for all patients. If clients need to utilize and pay for diagnostic services elsewhere, the client must be provided with an order for the services, assistance in scheduling the appointment and all efforts must be documented in the chart. The contractor may reach out to the case manager if follow-up or assistance is needed to ensure the services were scheduled. Follow-up for outside services should be made as determined appropriate.

- For specimens collected at the clinic, but their testing is not performed onsite, the Contractor shall ensure that they are collected, stored, and transported properly. Test results will be forwarded to the County case manager when requested. The Contractor must ensure that a signed Release of Information form is on file.

7) Clinic Staffing

The Contractor must ensure that on-site staff fulfill the requirements and responsibilities including but not limited to those described below:

- Guide and direct the clinical care program to ensure appropriate mechanisms are in place for high-quality patient care.
- The Contractor must provide qualified and properly trained employees for clinical operations. All staff must be direct employees of the FQHC, unless temporary staff/coverage is needed. If a Nurse Practitioner (NP) is employed, the Contractor is responsible for clinical supervision of the work in accordance with Virginia Laws. The Physician/NP and Registered Nurse (RN)/Licensed Practical Nurse, LPN (jointly referred to as "clinic practitioners") shall be licensed to practice in the Commonwealth of Virginia and shall maintain that licensure in good standing throughout the term of this contract.
- Ensure all clinical staff are current on licenses and CPR (Cardiopulmonary Resuscitation) certifications. Manage the credentialing, privileges, and insurance enrollment process for applicable medical staff. Ensure that providers operating in the DHS site are covered by Federal Torts Claims Act malpractice coverage and provide a copy of the current malpractice insurance coverage to the County.
- Staff the front desk for onsite registration, scheduling and check-in of clients and insurance verification. Non-medical staff shall be trained to effectively communicate and interact with people with mental health or substance abuse issues.
- The clinic office staff must be available to address questions; arrange for temporary staff or rearrange staff schedules for shortages; meet or speak with patients with complaints; notify the County Project Officer of such complaints.
- Staff shall comply with all County/DHS rules and regulations applicable to Arlington County staff when working at the 2100 Washington Blvd, 2nd floor, Arlington, VA 22204 site. These rules and regulations include wearing appropriate protective clothing, appropriate dress, OSHA compliance/training, staff identification, HIPAA confidentiality and customer services. Applicable DHS rules and regulations will be made available upon contract start. Not following DHS rules and regulations might result in the removal of the staff from the premises at the County's discretion. In that case, the parties will work to determine the process for allowing the return of the FQHC employee to the County premises and/or consequences up to and including permanent removal from the program. The Contractor shall be responsible for ensuring that all duties and

responsibilities for the removed or terminated employee are covered to minimize delays in services.

- The Contractor shall train its staff in Red Flag Rules, Blood Borne Pathogens and HIPAA compliance. FQHC staff must complete other training courses mandated by the County for compliance with regulations or County policies.

8) Primary Care Clinic Operations

- The Contractor shall maintain day-to-day operations of the clinic including appointment scheduling, answering phones, patient registration, and clinical care.
- Provide all necessary clinical and administrative equipment (except County-provided equipment as listed in section O #9); this equipment will remain the property of the Contractor.
- Maintain a medical record system for the clinic that complies with all applicable state www.vhima.org/resources/record-retention/ (VA code § 54.1-2910.4.) And federal laws, including the Health Insurance Portability and Accountability Act HIPAA and the needs of DHS (Department of Human Services) clients and their governmental sponsors. According to VA code § 54.1-2910.4. Practitioners licensed under this chapter shall maintain health records, as defined in VA code § 32.1-127.1:03, for a minimum of ten years following the last patient encounter. However, such practitioners are not required to maintain health records for longer than 12 years from the date of creation except for (i) health records of a minor child, including immunizations, which shall be maintained until the child reaches the age of 18 or becomes emancipated, with a minimum time for record retention of ten years from the last patient encounter regardless of the age of the child or (ii) health records that are required by contractual obligation or federal law to be maintained for a longer period of time. Health records that have previously been transferred to another practitioner or health care provider or provided to the patient or his personal representative are not required to be maintained beyond such transfer or provision.
- The Contractor shall observe and comply with infection control protocols and standards. <https://www.osha.gov/sites/default/files/publications/3439at-a-glance.pdf>
- Continuity of Operations - In the event of severe weather conditions or other emergencies, the Contractor shall work directly with Arlington County's Project Officer to determine whether the clinic will be closed for the day. In such an emergency, the FQHC shall try to contact each scheduled client to alert them of the closure and then reschedule the client within ten days of it, or sooner if medically necessary.
- The Contractor shall have a contingency plan for computer equipment downtime or in the event of utilities failure, loss of operations or space. A copy of the plan shall be provided to the County's Project Officer upon request. The contingency plan shall define the processes used to ensure continuity of patient care and the integrity of the patient's medical record during periods of loss of operations or computer functions.
- If the Contractor's systems are down, clinical practitioners shall maintain manual documentation with required entries made into the electronic medical records system within seventy-two (72) hours of the system becoming operational. The Contractor shall provide the necessary training to clinic personnel on the procedures to follow during

computer downtime to ensure the continuity of care provided to the patient. Have an established policy and procedure for Medical Equipment Management to help minimize equipment downtime and conduct periodic inspection of all medical equipment. This policy shall clearly define the responsibilities and procedures to follow in maintaining medical equipment, and what steps to follow in the event of medical equipment failure. Equipment shall be monitored regularly, at least annually, and included on the Medical Equipment Flow Sheet. The date of inspection, results of inspection (which would include any equipment failures) and inspector's initials shall be documented and must be made available upon request.

9) HIPAA Regulations and Quality Assurance

- The Contractor shall comply with the Privacy Act of 1974 and the Health Insurance Portability and Accountability Act (HIPAA) 1996 to protect sensitive information from being accessed inappropriately.
- Contractor staff must ensure that program clients sign a separate HIPAA-compliant medical release form annually allowing for the details from their Arlington DHS record to be shared with the FQHC staff and for their primary care records to be shared with Arlington DHS staff as needed for coordination of care purposes.
- The FQHC staff shall ensure that Medical Release of Information forms are signed by the client per HIPAA requirements whenever seeking third party documentation and no protected information shall be provided to anyone other than the client or his or her legal designee.
- Have policies in place to monitor and restrict user access to sensitive data. Violators must be subject to administrative action and possible criminal prosecution for misuse. Contactor must monitor restricted records to ensure confidentiality of the data is guaranteed.
- The Contractor programs shall be managed with consistent attention to quality through program-specific Performance Improvement Programs. All services shall be surveyed by the relevant professional accreditation organizations as a means of demonstrating the high quality of care. Specific clinical performance measures, required of all FQHCs must be reported annually to HRSA (Health Resources and Services Administration) /Bureau of Primary Health Care.

10) Reporting Responsibilities

The contractor shall submit reports as specified in exhibit F, attached.

11) Citations

The Contractor shall submit any notices of citation resulting from audits by regulatory agency that affect the operations of this clinic within 10 business days of receipt. Any facility concerns must be reported to the Project Officer within two (2) business days of becoming aware of the issue. If it includes a safety concern, it must be reported immediately. Other reports as needed requested by the County shall be provided within the time frame agreed upon between the County and the Contractor and upon request if needed.

C. Budget and Finance

- 1) The Contractor is responsible for billing and receiving payments for medical services from the client or from third party payers. The contractor is responsible for credentialing providers, contracting with third party payers, and all processes required for efficient and effective third- party billing.
- 2) The FQHC shall use its Board of Directors approved sliding fee discount scale, used for all the FQHC clients who do not have insurance or who have high copays or deductibles.
- 3) The Contractor shall use all client and third-party payments received to offset current and future costs for the program.
- 4) The Contractor shall invoice the County on a quarterly basis for the flat fee for primary care operations general support by the second Wednesday following the conclusion of the quarter.
- 5) The Contractor shall bill the County on a fee-for-service bases at going HRSA rate for primary care visits for non-insured CSB clients on a preapproved basis.
- 6) The Contractor shall not double bill for services provided; any service paid for by the County under the fee-for-service agreement shall be reimbursed upon the contractor receiving payment from a third-party payor.

D. Responsibilities of Arlington County, Department of Human Services

- 1) Provide access to designated spaces 5 days per week, during scheduled office hours at the Arlington DHS site for the FQHC to provide primary care during regular business hours. Should demand require additional space and hours, the parties may agree in writing to such changes as appropriate.
- 2) Assign a Project Officer who will be responsible for the oversight of the contract and will be the primary contact for all contract related issues.
- 3) The County and the Contractor shall develop a referral process that minimizes barriers for patients wishing to access services, minimizes inefficiencies, and satisfies FQHC eligibility requirements. County and FQHC staff will meet regularly to review referral process and update as necessary.
- 4) Assist clients in scheduling visits for primary medical care provided by the FQHC, the County will provide contractor staff with the necessary training and Electronic Health Record System (EHR) access to complete financial determination for all referred clients. Level of access to the system will be based on the role of each staff.
- 5) Provide clients with a mutual Release of Information form (ROI), should a client wish to access primary medical care from the FQHC. Upon endorsement and agreement by the client in writing, specific registration data will be provided to the FQHC.
- 6) Provide the Contractor access to space for storage of supplies and HIPPA (Health Insurance Portability and Accountability Act) compliant storage of medical records at the clinic site.
- 7) Provide space for lab draws and dedicated compliant locked space for primary care pharmaceuticals as necessary.
- 8) Allow Contractor staff to use office equipment such as telephones, fax lines, copiers and other general business machines as needed, so long as such use is only for direct use of clinic staff and is necessary for the provision of medical services to DHS clients.
- 9) Allow Contractor to use the County's clinic equipment including: (beds in exam rooms 2 and 3 including the wall mount diagnostic system; Any equipment belonging to the

County must be returned to the County at the end of the contract term.

- 10) Provide access to off-street parking for Contractor staff.
- 11) Communicate as requested with Contractor staff regarding clinical information on a shared client, only if the client provides a proper written release for such an exchange of information.
- 12) Assign Arlington DHS staff to attend joint meetings with FQHC staff as agreed upon to further the program's objectives and to discuss issues of mutual interest.
- 13) Notify the Contractor in a timely manner of weather/emergency related closings or other interruptions to the clinic workdays.

2. Dental Care Services

- A. The Contractor shall operate its FQHC clinic at the Arlington County Department of Human Services, Behavioral Health Division, at 2100 Washington Blvd, 2nd floor, Dental Suite (room 246) and Dental Administration (room 244), Arlington, Virginia five (5) days/week (Monday through Friday) for at least 8 hours per day beginning July 1, 2024. Any changes in clinic hours should be mutually agreed upon by the County and Contractor. The Contractor shall not operate the clinic during County holidays unless written permission is obtained from the Project Officer.
- B. The Contractor shall accept current Arlington County clients for primary dental care services who were seen by DHS staff between May 1, 2023, and May 24, 2024. A roster of clients' names serviced between May 1, 2023, through May 24, 2024, will be provided to the Contractor. Said clients will be grandfathered into the Contractor's system without needing to acquire or be seen by a FQHC primary care provider. Legacy dental clients may maintain their own primary care provider separate and apart from the FQHC. Legacy dental clients will need to pay for services per the FQHC sliding scale.
- C. Dental records will be transferred to the FQHC upon request.
- D. New dental clients will need to enroll as primary care clients with the FQHC and will be subject to paying for services according to a sliding fee scale.
- E. FQHC staff shall make all necessary follow-up appointments according to availability of appointment slots during the FQHC clinic hours at the Arlington FQHC as appropriate. Urgent follow-up appointments at other FQHC sites must be made available as needed.
 - 1) The Contractor must provide qualified and properly trained employees for clinical operations. All staff must be direct employees of the FQHC, unless temporary staff/coverage is needed. The Dentist shall be licensed to practice in the Commonwealth of Virginia and maintain that licensure in good standing throughout this contract's term.
 - 2) Allow Contractor to use the County's clinic equipment including: two dental chairs and dental equipment. Any equipment belonging to the County must be returned to the County at the end of the contract term.
- F. Dental Health Emergencies
The Contractor should maintain a protocol to handle medical and mental health emergencies. At a minimum, the protocol shall include the following steps:
 - 1) Initial assessment of immediacy and severity of the emergency.
 - 2) Notification and cooperation with appropriate County agencies, including DHS, Office of Emergency Management, Fire Department, and Police Department.
 - 3) Liaison with local hospital emergency rooms to facilitate admission of DHS clients.

I.

3. Quality Assurance and Contract Monitoring

A. The Contractor must cooperate with the County to conduct quality assurance and contract compliance reviews. The Contractor shall provide access to staff, files, and reports necessary to complete the reviews for management, licensure, and fiscal compliance purposes. Reviews may include, but are not limited to the following:

- Review of budget
- Review of any proposed facility and/or program changes
- Discussion of any issues raised by clients or staff.
- Discussion of any contract or compliance issues
- Any other issues deemed appropriate to ensure compliance with this agreement.

The Contractor agrees to supply the Project Officer with requested documentation and access to staff to conduct such reviews.

B. Contractor agrees to provide County access to their electronic health record system (EHR) for review of client files; Contractor must have staff available to assist County staff when using the system.

4. Use of Clinic Spaces

A. The Contractor shall utilize the space provided by the County including County-paid utilities and custodial services. The Contractor must conduct a full and complete inspection thereof and agrees that the clinic space is suitable for the FQHC's needs and for the fulfillment of the obligations under this agreement.

B. The Contractor understands and agrees that it will be using the clinic space without any Arlington County representation or warranty, express or implied in fact or by law, and without recourse against the County as to the layout, condition, or usability of the clinic spaces.

C. The Contractor is solely responsible for the cleanliness, preparation and readiness of all examination rooms and lab rooms necessary for provision of care, examination of patients and drawing blood and bodily fluids. The Contractor is responsible for ensuring the space provided meets the needs of the patients and ensures their medical safety while in the clinic.

D. The Contractor shall operate the clinic space only for the operation of a health clinic and other uses incidental thereto, such as clinic record keeping, receptionist services, and marketing of clinic services as detailed in the operating procedures. Any proposed change in the use by the FQHC of the clinic spaces shall require the prior written approval of Arlington County DHS.

E. The Contractor shall not make any alterations, installations, changes, replacements, repairs, additions, or improvements (collectively, "alterations") in or to the structural elements of the clinic spaces. The Contractor shall not make any non-structural or cosmetic alterations to the clinic spaces without the prior written consent of the County.

F. The Contractor shall not install personal property, trade fixtures, machinery, equipment, or other temporary installations in or upon clinic spaces if such installation requires, involves, or includes alterations to the walls, ceiling, or floor of the clinic spaces without the prior written consent of the County, which consent may be granted or withheld in the County's sole and absolute discretion. Alterations to the walls, ceiling and floor includes but is not limited to

drilling, nailing, bolting, or otherwise fastening equipment in a fashion that would require puncturing the walls, ceiling, or floor. All such installed personal property, trade fixtures, machinery, equipment, or other temporary installation in the clinic spaces shall not be removed from the clinic spaces without the County's prior written consent. The Contractor shall bear all the costs of removal, and shall, at the contractor's expense, repair all damage to the clinic spaces caused by such removal.

- G. The Contractor is responsible for the theft, loss, damage or destruction of any personal property, trade fixtures, machinery, equipment, supplies or temporary installations of the FQHC, its employees or authorized subcontractors.

5. Clinic Equipment

A. The Contractor is responsible for providing all supplies needed for the proper provision of all services as outlined in this agreement. Expenses beyond those covered by the agreed upon funding will be at the contractor's sole cost.

- 1) The Contractor shall store all supplies separately from those of the County's in specific areas designated by the County.
- 2) The Contractor is responsible for any damage, loss, or destruction of clinic equipment (including County's) beyond that which is attributable to ordinary wear and tear.

6. Invoicing and Payments

A. The Contractor is responsible for submitting a quarterly operational support invoice for payment in the agreed-upon format by the 10th of the month following each quarter (Oct 10, January 10, April 10, July 10) for Primary Care, and Dental Care Operational Support.

B. All invoices must be accompanied with the Reports as specified in Exhibit F. All reimbursement or payment requests are subject to approval by the County Project Officer, validating the expenses as allocable to the contract along with sufficient supporting documentation:

- If the Project Officer disapproves a payment request or portion thereof, the Contractor will be given the opportunity to clarify or change the payment request within a given time frame.
- The Contractor must make at least three (3) documented attempts to collect payment from DHS clients while ensuring that no client is denied services based on inability to pay. Billing and collection from clients must be done in a respectful and culturally appropriate manner, ensuring that procedures do not present a barrier to care, and that client privacy and confidentiality are protected throughout the process.
- Contractor staff must accept cash, credit/debit card payments from clients.
- At the end of each business day, Contractor staff should reconcile payments and ensure received payments are deposited or kept in a secure place.

EXHIBIT G**CONTRACT PRICING**

Allocations	Amount
Primary Care Medical Services Operational Support: Up to the maximum for the Fiscal Year (July 1 st to June 30 th) for all medical services provided during this period cumulatively.	\$165,000.00
Dental Services Operational Support: Up to the maximum for the Fiscal Year (July 1 st to June 30 th) for all dental services provided during this period cumulatively.	\$175,000.00
Total Operational Supports	\$340,000.00
Fee-for-Service: Per visit per client fee at the HRSA rate of \$203.00. Fee is paid as incurred by pre-approved clients.	Rate based

**REVISED EXHIBIT F
REPORTS**

Report	Due Date or Frequency	Submitted to
Incidents		
Incidents involving client or staff safety	Within 24 hours	Project Officer/Medical Director
Any updates regarding clinic closures for meetings, trainings or provider taking time off for coordination purposes.	As needed	Project Officer/Medical Director
Reports		
Care Coordination reports	Monthly Report of CSB Clients Seen	Project Officer/Medical Director
	Monthly Report of Dental Clients seen to include:	Director/Nursing Director
	<ul style="list-style-type: none"> - Total number of dental clients enrolled - Number of new clients enrolled during prior month - Number of patients seen in prior month - Number of appointments made in prior month 	
Annual		
Client Satisfaction Survey	July 15th.	Project Officer/Medical Director
Financial Reports: The reports shall include total client revenue, total operational costs, the number of services billed, and the amount and type of third-party reimbursement received (i.e., Medicaid, Medicare, and Individual Insurance companies).	Submitted together with the last invoice - 10th of the month after end of contract year (10th of July)	Administrative Officer
Annual report to include:	Submitted together with the last invoice - 10th of the month after end of contract year (10th of July)	Project Officer/Medical Director
<ul style="list-style-type: none"> - unduplicated number of DHS client - total number of DHS and non-DHS clients - number of client visits - no show and cancellations for the quarter - age/race demographic data - outcome measures and - insurance breakdown for clients. - No-show trends for new and follow-up appointments with quarterly data. 		