

ARLINGTON COUNTY, VIRGINIA

**AGREEMENT NO. 22-DHS-SS-258
AMENDMENT NUMBER 2**

This Amendment Number 2 is made on the date of execution by the County and amends Agreement Number 22-DHS-SS-258 ("Main Agreement") dated July 1, 2021, between Neighborhood Health ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the main contract called for under the Main Agreement as follows:

1. REVISE EXHIBIT A. SCOPE OF WORK, TO REPLACE IN IT'S ENTIRITY SECTIONS J AND K WITH THE FOLLOWING:

J. Use of Clinic Space

- 1) The Contractor shall utilize the space provided by the County, including County-paid utilities and custodial services at 2100 Washington Blvd, Arlington, VA 22204, 2nd floor, Suite 294. 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.
- 2) The Arlington County Public Health Division will retain exclusive use of exam rooms 294L and 294M. The Public Health Division 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. 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.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) 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.

- 7) 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.

K. Clinic Equipment

- 1) 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.
- 2) The Contractor shall store all supplies separately from County owned supplies in specific areas designated by the County.
- 3) The Contractor is responsible for any damage, loss or destruction of its clinic equipment including that which is attributable to ordinary wear and tear.
- 4) The Contractor is responsible for any damage, loss or destruction of the negative pressure operating equipment and software systems caused by the willful negligence of their staff or clients.
- 5) The Contractor is not responsible for routine maintenance or equipment loss due to wear and tear.
- 6) The Contractor shall not alter negative pressure equipment and/or systems in any way. System malfunctions, or request for repairs must be communicated to the DHS Facilities Operations Bureau via e-mail at DHSfobrequests@arlingtonva.us
- 7) The Contractor shall decide whether to keep current DHS clinic equipment in all non-reserved exam rooms. If an election is made to keep DHS clinic equipment the Contractor must utilize the equipment in the manner intended by the manufacturer. Repairs or alterations must be coordinated with the Department of Human Services, Facilities Operations Bureau. Upon total loss of the equipment, the Department shall not replace the equipment. The Contractor, at its own expense, is responsible for purchasing equipment it needs to continue operations. If the Contractor elects to use their own equipment, they must notify the project officer, and the Facilities Operations Bureau and the County will remove the county-owned equipment.

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

AUTHORIZED

SIGNATURE: 
Cynthia Davis

SIGNATURE: 
11/1/2022

NAME: Assistant Purchasing Agent

NAME: Executive Director

TITLE:

TITLE:

DATE: 11/3/2022

DATE: 11/1/2022