FIRST AMENDMENT TO DEED OF LEASE

This FIRST AMENDMENT TO DEED OF LEASE ("this Amendment"), dated <u>July 22</u>, 2009, by and between THE CITY OF CHARLOTTESVILLE and the COUNTY OF ALBEMARLE (the "Lessors") and the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF HEALTH ("Lessee"), amends that certain Deed of Lease dated July 1, 1995 (the "Lease") by and between the Lessors and the Commonwealth of Virginia, Charlottesville/Albemarle Health Department (as lessee therein).

WITNESSETH

WHEREAS, the proper name of Lessee is the Commonwealth of Virginia, Department of Health; and

WHEREAS, the initial term of the Lease terminated on June 30, 2000 and the Lease automatically renewed and continued in full force and effect thereafter from year to year; and

WHEREAS, the parties hereto desire to amend the Lease as hereinafter set forth.

NOW, THEREFORE, it is agreed that the Lease be amended as follows:

1. Lease term shall be extended for an additional period of five years from the termination of the current renewal term of June 30, 2009 until June 30, 2014. The parties acknowledge that Sections 10 and 11 of the Lease shall remain in full force and effect.

2. Attachment No. 1 to Deed of Lease is hereby deleted. In lieu thereof, Lessors consent to execution of a new license agreement by and between Lessee and the Charlottesville Free Clinic as shown on Exhibit A.

3. Lessors and Lessee acknowledge and consent to the Charlottesville Free Clinic's alterations and additions to the premises described in the above-referenced license agreement at the sole cost and expense of the Charlottesville Free Clinic. The alterations and additions are described in Exhibit B.

4. All notices to Lessee required or permitted under this Lease shall be given in any manner set out in Section 12.(b), with additional copies addressed to:

Virginia Department of Health ATTN: Director, Purchasing and General Services 109 Governor Street, 12th Floor Richmond, Virginia 23219

and

Division of Real Estate Services ATTN: Director 1111 East Broad Street, 2nd Floor Richmond, Virginia 23219

Except as amended herein, the Lease shall remain in full force and effect.

This Amendment shall not be effective or binding unless and until signed by all parties and approved by the Governor of Virginia pursuant to Section 2.2-1149 of the Code of Virginia (1950), as amended.

IN WITNESS WHEREOF, the parties have affixed their signatures and seals.

LESSOR: CITY OF CHARLOTTESVILLE Bv Title:

STATE OF VIRGINIA CITY/COUNTY OF Charlottes Ville to wit:

The foregoing First Amendment to Deed of Lease was acknowledged before me this 22 day of JULY 2009, by Gary B. O'Connell, acting in his capacity as City Manager of the City of Charlottesville.

My commission expires: $\frac{4/30}{1}$ Registration Number:

Barbara K. M Notary Publi

Approved as to form: Asst. City Attorner

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Г	BARBARA K. RONAN
	Notary Public
1	Commonwealth of Virginia
•	188151
Ĩ.	My Commission Expires Apr 30, 2013

LESSOR:

COUNTY OF ALBEMARLE w, Bv Title: County Executive

The foregoing First Amendment to Deed of Lease was acknowledged before me this <u>6 th</u>day of <u>August</u> 2009, by <u>Robert W. Tucker</u> acting in his/her capacity as <u>Co.Exec.</u>, of the County of Albemarle.

My commission expires: June 30, 2013 Registration Number: 253994

<u>Deane B. Mullins</u> Notary Public

MARIER 11111 uhununu

Approved as to form: torney

LESSEE:

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COMMONWEALTHOF VIRGINIA	• *
DEPARTMENT OF HEALTH	
By: CONTRACT	
Title: DTRECTOR, OPGS	
	×

STATE OF VIRGINIA CITY/COUNTY OF Richmond, to wit:

The foregoing First Amendment to Deed of Lease was acknowledged before me this $\frac{16}{200}$ day of <u>September</u> 2009, by <u>Steve Uon Canon</u> acting in his/her capacity as <u>Director</u>, <u>OBS</u> on behalf of the Commonwealth of Virginia, Department of Health, on behalf of said agency.

My commission expires: 1-31-2012 Registration Number: 149028

Melissa M

Notary Public

RECOMMEND APPROVAL: DEPARTMENT OF GENERAL SERVICES and its Division of Engineering and Buildings

By: Director

APPROVED BY THE GOVERNOR

Pursuant to Section 2.2-1149 of the Code of Virginia (1950), as amended, and by the authority delegated to me under Executive Order 88(01), dated December 21, 2001, I hereby approve this First Amendment to Lease Agreement and the execution of this instrument for and on behalf of the Governor of Virginia.

). Bacherselle 9/u/09 Date cretary of Administration

Exhibit A

License for the Use of the Charlottesville Offices of the Virginia Department of Health (Thomas Jefferson Health District) by the Charlottesville Free Clinic

1. Exclusive License.

VDH hereby grants CFC a license for the sole occupancy of office and dental clinic space totaling 3,386 square feet as shown on Exhibit A (the "Licensed Premises"). The term of the License shall begin on the date hereof and remain in full force and effect through June 30, 2014, after which it shall automatically renew for successive one year terms unless either party shall give written notice of non-renewal at least 90 days prior to the expiration of the term or renewal term, as the case may be. The permitted use of the Licensed Premises shall be to provide health care services to persons without other resources, provided such use does not interfere with the regular operations of VDH at the Building. CFC agrees to pay its share of the costs described in § 7 of the Lease (which includes utilities, trash disposal and custodial service as provided in § 5(k) of this License. CFC agrees to keep the doors from its offices into the TJHD offices and clinic suite locked or under direct supervision at all times except during the times that use of the medical clinic suite is licensed (see § 4 below).

2. Non-exclusive License.

In addition to the exclusive use by CFC of the space described above, VDH also grants to CFC a non-exclusive license to use the medical clinic suites, including patient waiting areas, located in the space leased by VDH from Lessor, to provide health care to persons without other resources, on the terms herein recited. The term of the License shall begin

on the date hereof and remain in full force and effect through June 30, 2014, after which it shall automatically renew for successive one year terms unless either party shall give written notice of non-renewal at least 90 days prior to the expiration of the term or renewal term, as the case may be. The right to use the space licensed under this provision shall exist only when the medical clinic suites are not in use by TJHD and further subject to the terms set out in § 4 below. Restrooms adjacent to the TJHD clinic and other public use areas such as corridors, stairwell and elevator which are not locked off from the clinic suite areas are included as well in this License for use, subject to non-interference by CFC staff and patients with the operations of the TJHD clinic. As used in this License, the term "CFC staff" shall be understood to include both paid and volunteer staff involved in providing services for CFC patients and in conducting related business operations for the CFC. TJHD employees may volunteer for the CFC and will be considered as CFC staff when engaged in such volunteer efforts.

3. License Subject to Lease.

Notwithstanding anything herein to the contrary, it is expressly acknowledged and agreed by CFC that all licenses herein granted are subject to the provisions of the Lease. This License shall automatically terminate upon the expiration of the Lease. Nothing herein shall be construed as requiring VDH to exercise any option set out in the Lease, or to allow the Lease to go into any automatic renewal term.

4. Hours of Operation under Non-exclusive License.

CFC may use the TJHD clinic suite on the second floor from 5:15 PM to 10:15 PM every Monday, Tuesday and Thursday evenings, as well as the use of two (2) examination rooms during such hours four (4) days per week, and at other such times as may be mutually agreed for either a one-time or on-going use. CFC agrees that the on-going operations of TJHD which overlap into these time periods, specifically the regular WIC clinic on Monday evenings until 7:00 PM and the occasional public health clinic on Tuesday and Thursday extended by excessive caseloads, or other such activities that TJHD deems necessary, shall have priority of use and that CFC operations shall be conducted in the unused areas of the TJHD clinic suite at such times.

5. General Provisions.

(a) <u>Patient Records</u>. TJHD and CFC will maintain separate patient records and will share patient information only as is requested and agreed by the patient or his/her legal representative. Should staff of either entity see or discover the contents of a patient's medical record from the other entity in the course of the use of the same clinic facility, the information will be held in strictest confidence except that the staff member, including volunteers, will notify a paid staff person in charge of the record in the other entity.

(b) <u>Telephone and Computer Use</u>. Computers located in the TJHD clinic suites shall not be used by CFC staff, subject to any subsequent agreement

between CFC and TJHD regarding such use, it being understood that VDH and TJHD are under no obligation to make any such agreement. The telephones in the TJHD clinic suites are available for use by CFC staff for local calls only. Long distance calls by CFC staff shall be made only from the telephones under the control of CFC within the space licensed exclusively to CFC.

(c) <u>Locking of Other Building Areas</u>. TJHD staff will assure that all areas of the Building, other than the TJHD clinic suites and adjacent public areas, are locked from access by patients during the hours licensed for CFC use of the TJHD clinic suites. Should an area not covered by this License be left accessible at any time, CFC staff will attempt to restrict access to the non-licensed areas by locking them, notifying the custodial staff or a TJHD contact or by other means as appropriate. CFC staff will assure that dental suite, clinic facilities and the outside exits from their offices and the clinic area are locked and secured when leaving the facility for the evening unless the custodian is present and has agreed to accept responsibility for a particular area.

(d) <u>Use of Consumable Supplies</u>. Each entity will furnish and separately maintain its own supplies for the medical clinic operations. However, when it is mutually agreed that certain items would be better managed jointly, an agreement specifying the item(s), responsibility for ordering and tracking and cost-sharing arrangements will be placed in writing. Any such agreement shall be subject to and in compliance with Commonwealth procurement laws, regulations and guidelines. For the dental clinic operations, CFC will provide the necessary supplies that it requires to operate the CFC dental clinic.

(e) <u>Signs and Literature</u>. All signs and literature or other materials used by CFC in the clinic areas during its operations will be removed after each clinic session. If CFC desires to leave such items in place between its clinic sessions, approval must be given by TJHD.

VDH, TJHD, the County, and the City shall have no Liability. (f)professional, personal, commercial, general or other liability of any kind for any acts or omissions of CFC employees, staff, patients or volunteers in the course of CFC's medical, dental or other services and/or activities ("operations"). CFC shall indemnify and hold VDH, TJHD, the County, and the City harmless for any act or omission causing damages or injury as a result of CFC's operations. TJHD staff members, when acting as CFC volunteers, are considered to be CFC staff and are operating as private persons outside their employment with VDH. CFC shall have no liability for any acts of TJHD staff carried out within the course of their TJHD employment. CFC's general liability policy shall cover all CFC operations in the Building to assure that CFC employees and staff, including volunteers, and patients are fully covered for any accident, damages or injury which may occur at the site. CFC shall maintain the following insurance coverage:

\$1,000,000 in liability coverage on the leased space and \$2,000,000 in casualty coverage.

CFC maintains insurance through the Division of Risk Management that includes \$1,000,000 per occurrence with unlimited aggregate and \$2,000,000 per occurrence with unlimited aggregate for medical malpractice.

CFC maintains an additional policy through Zurich North America for commercial general liability and workers compensation, which is a general aggregate coverage at \$2,000,000.

CFC shall provide proof of the insurance coverage listed above at execution of this document and each year on March 31st. CFC shall provide additional insurance coverage at the reasonable request of VDH.

VDH and CFC shall each cause the other to be named as an additional insured on their respective policies of casualty and commercial general liability insurance.

(g) Equipment. Both VDH and CFC shall retain ownership of their respective furnishings and equipment purchased and installed on the premises by each entity. All medical and dental equipment installed in the clinic suites is available for use by both TJHD and CFC staff during their separate clinic operations unless expressly noted in writing and posted upon the item. Upon termination of this License, CFC will make arrangements for prompt removal of its equipment, including installed dental equipment, from the Building, or at its option, transfer ownership to VDH. Each entity shall insure the furnishings and equipment that it owns against theft, fire or other damage and shall apply usual and customary care in the housing and use of all furnishings and equipment. CFC shall indemnify and hold VDH, TJHD, the County, and the City harmless from loss due to any injury resulting from the use of equipment or furnishings owned by or belonging to VDH, TJHD, County or City during CFC operations.

(h) <u>Laboratory Operations</u>. Each entity will maintain licensure or certification separately as required by federal Clinical Laboratory Improvement Amendment of 1998 (CLIA) regulations to conduct the type of clinical testing required for its own operations.

(i) <u>Equipment Maintenance</u>. CFC will perform or cause to be performed all necessary and appropriate maintenance of all dental equipment, including dental equipment owned by VDH. VDH is responsible for maintenance of medical (non-dental) equipment it owns. The CFC accepts responsibility for maintenance of all equipment used exclusively by CFC staff. CFC and VDH will each follow established protocols for use and customary care of shared medical equipment.

(j) <u>Standards</u>: CFC will apply generally accepted practice standards in the use of the clinic facilities and will leave the facilities and all equipment clean and

in good order. CFC staff will follow standard OSHA and CDC infection control and universal precaution guidelines as well as any related guidelines requested by VDH.

(k) <u>Utilities and Custodial Service.</u> VDH will assure that utilities and custodial service are provided for the dental, clinic, and office suites. In recognition of the excess use and demands imposed by CFC's use of the dental, clinic and office suites, CFC agrees to pay a prorated share of the costs of water, sewer, gas, electric, and trash as well as a prorated share of the custodial staff costs and janitorial supplies. The prorated share is 10.6% (which calculation is based on CFC space of 3,386 square feet divided by total Building square footage of 31,822 square feet total). CFC agrees to pay the prorated share of the costs to VDH on a quarterly or other basis as mutually agreed effective on and after the date hereof. Share formulas and costs will be evaluated and revised by amendment to this License. VDH shall provide a quarterly invoice to CFC for CFC's share of the above-stated expenses, and CFC shall pay the amount due within 21 days thereafter.

6. Other Accommodations.

The meeting rooms in the Building outside of the CFC office area or clinic suites are not included in this License. Meeting rooms are made available for the use of health-related community agencies on an intermittent basis when previously scheduled and not in conflict with the needs of TJHD. Routine and regularly scheduled use of meeting rooms by groups not affiliated with TJHD are not permitted during business hours but may be permitted after those hours when appropriately scheduled. (CFC Board meetings may be routinely scheduled when held after 5:00 PM.) The use of the meeting room space during TJHD business hours is limited by the meeting and parking needs of TJHD staff, patients and clients. The CFC may request use of meeting room space in the Building the same as other community agencies.

7. Parking.

During the daytime operations of TJHD, CFC staff and visitors will park in the lot areas somewhat removed from the Building, except for staff and visitors with handicapped licenses or permits. During CFC clinic sessions, restricted parking areas will be observed and efforts made to accommodate the parking needs of others using the facility's meeting rooms or other areas.

8. Emergency Contacts.

TJHD and CFC will each designate paid staff who will act as emergency contacts for the other and will assure that the means of contacting these persons is known to those in charge of operations at any time. Emergency contact with the City Public Works Department and the City Fire Department should be made first when appropriate and

those phone numbers will be made available to all CFC staff. Each will inform the other of contacts for other specific purposes.

9. Written Notice.

VDH will provide written notice of any concerns or issues that could jeopardize (a) this License so that they may be jointly addressed with CFC. VDH acknowledges its responsibility to work with CFC to continue this sharing of clinic facilities because of the community need for CFC services and the dependence of CFC on use of the TJHD clinic facilities following its investment of funds in the construction and renovations at this site.

VDH and CFC will work together to assure that the joint use of this facility for (b) public health and the care of those without other health care resources is conducted in a manner beneficial to the community. By the signatures below, both entities commit to this principle and CFC agrees to the terms and conditions placed upon it by the License which TJHD grants while TJHD agrees to the conditions it is placing upon itself with this License.

Notwithstanding the foregoing, CFC acknowledges that VDH may terminate this (c) License if there are repeated violations of the provisions hereof after written notice by VDH.

For Virginia Department of Health:

Title

For the Charlottesville Free Clinic, a Virginia Corporation:

Title:

Executive Director

Exhibit B













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PROPOSED LOWER LEVEL PLAN - PHASE TWO					
*SEE SHEET T2 FOR GENERAL NOTES.			FULLY REPANT ROOM.		CONSTRUCTION NOTES
ACT A	I HARLOTTESVILLE FREE CLINIC HARLOTTESVILLE/ABEMARLE (138 ROSE HILL DRIVE HARLOTTESVILLE, VIRGINIA PROPOSED LOWER LEVEL PLAT	COUNTY HEALTH DEPT.	daggett + (100 10TH STREET, NE, SL CHARLOTTESVILLE, VA 2 T 434.571.8848 F 434.295.3040	JITE 200	hitects

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LOWER LEVEL DEMOLITION PLAN - PHASE ONE		
SEE SHEET T2 FOR GENERAL DEMOLITION NOTES. CONSTRUCTION LEGEND TO BE REMOVED SUBJECT VALUE		DEMOLITION NOTES
면 문 문 일 군 PRANDUSCT # 06223 12.05 DRAVING NUMBER: D1.1	ARLOTTESVILLE FREE CLINIC RENOVATION AT ARLOTTESVILLE/ABEMARLE COUNTY HEALTH DEPT.	daggett + grigg architects













