



**ARLINGTON
VIRGINIA**

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201**

NOTICE OF RIDER CONTRACT

TO: BIOETHICAL SERVICES OF VIRGINIA, INC. PO BOX 3468 LYNCHBURG, VIRGINIA 24503	DATE ISSUED: CURRENT REFERENCE NO: CONTRACT TITLE:	<u>JANUARY 1, 2022</u> <u>22-DHS-R-571</u> <u>BIOETHICAL CONSULTING SERVICES</u>
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THIS IS A NOTICE OF A RIDER CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Arlington rides the Lead Agency's contract referenced below for the goods and services so referenced. The contract documents consist of this notice and terms and conditions of the Lead Agency Agreement including any attachments or amendments thereto.

LEAD AGENCY NAME: COMMONWEALTH OF VIRGINIA, DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES (DBHDS)

LEAD AGENCY CONTRACT NUMBER: 720-4894

EFFECTIVE DATE: JANUARY 1, 2022

EXPIRES: DECEMBER 31, 2023

RENEWALS: THERE ARE FOUR (4) ONE-YEAR RENEWAL OPTIONS

COMMODITY CODE(S): 95200

LIVING WAGE: N

ATTACHMENTS:

ATTACHMENT A – COMMONWEALTH OF VIRGINIA DBHDS CONTRACT NUMBER 720-4894

ATTACHMENT B – 2022 PRICING

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: MICHAEL GILLETTE, PHD

VENDOR TEL. NO.: (434) 384-5322

EMAIL ADDRESS: MGILLETTE@BSVINC.VOM

COUNTY CONTACT: ELA BLEADOWSKI

COUNTY TEL. NO.: (703) 228-5004

COUNTY CONTACT EMAIL: EBLEADOWSKI@ARLINGTONVA.US

ATTACHMENT A



COMMONWEALTH of VIRGINIA

ALISON G. LAND, FACHE
COMMISSIONER

DEPARTMENT OF
BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES
Post Office Box 1797
Richmond, VA 23218-1797

Telephone (804) 786-3921
Fax (804) 371-6638
www.dbhds.virginia.gov

STANDARD CONTRACT

Contract Number: 720-4894

This contract entered into by **Bioethical Services of Virginia, Inc.**, hereinafter called the "Contractor" and Commonwealth of Virginia, **Department of Behavioral Health and Developmental Services (DBHDS)** called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: Two years from date of execution with four (4) optional one year renewals.

The contract documents shall consist of:

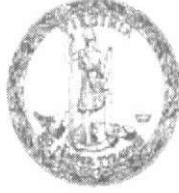
1. This signed form;
2. The following portions of RFP#720-4894 – Bioethical Consulting Services dated October 14, 2021:
 - a. Negotiated Points
 - b. The Statement of Needs,
 - c. Reporting and Delivery Instructions,
 - d. The General Terms and Conditions,
 - e. The Special Terms and Conditions together with any negotiated modifications of those Special Conditions,
 - f. Method of Payment.
3. The Contractor's Proposal dated November 2, 2021 and the following negotiated modifications to the Proposal, all of which documents are incorporated herein.

The Contractor is a certified small business agrees to conduct 100% of the required services.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:	PURCHASING AGENCY:
Name: <i>Michael A. Gillette</i>	Name: Alison Land
Signature: <i>Michael A. Gillette</i>	Signature: <i>Alison Land</i> <small>DocuSigned by: 648C7B1925394F8...</small>
Title: <i>President, BSV, Inc.</i>	Title: Commissioner
Date: <i>12/10/21</i>	Date: 12/14/2021 13:06 EST

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.



COMMONWEALTH of VIRGINIA

ALISON G. LAND, FACHE
COMMISSIONER

DEPARTMENT OF
BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES
Post Office Box 1797
Richmond, VA 23218-1797

Telephone (804) 786-3921
Fax (804) 371-6638
www.dbhds.virginia.gov

NEGOTIATED POINTS

Date: 12/8/2021
Contract Number: 720-4894
Commodity Description: Bioethical Consulting Services

The following are requests for a modifications to the Offeror's proposal:

PERIOD OF PERFORMANCE: Two years from date of execution with four (4), optional one year renewals.

SECTION X: Pricing / Fee Schedule:

BSV, Inc. has agreed to reduce the rate for consortium education from \$1,000 per session to \$900 per session and the per-diem rate from \$1,800.00 to \$1,500.00.

The end users are satisfied with the revised term and these savings. No further negotiations are necessary.

CONTRACTOR	PURCHASING AGENCY
Name: Michael A. Gillette	Name: Denise R. Jackson
Signature: <i>Michael A. Gillette</i>	Signature: <i>Denise Jackson</i>
Title: President, BSV, Inc.	Title: Sr. IT Procurement Officer II
Date: 12/8/21	Date: September 8, 2021 <i>December</i>



P.O. BOX 3468 / LYNCHBURG, VA 24503 / 434-384-5322 / MGILLETTE@BSVINC.COM

November 2, 2021

To whom it may concern,

The enclosed documentation is submitted in compliance with Request for Proposal #720-4894-1327, Medical Ethics Consulting and Programs Services, and constitutes an offer.

I have worked with facilities within the DBHDS for the past 30 years and I have been serving under a statewide contract for Biomedical Ethicist Services since 1998. During that time, I have worked hard to develop ethics programs in facilities that did not have ethics committees previously. I have worked conscientiously to provide on-site intensive ethics case consultation support for each of the facilities within the Department, to review and develop policies touching on ethical issues both for the individual facilities and for Central Office, and to provide ongoing education for staff, individuals served and their families. Through this effort, I believe that I have gained valuable insight into the specific needs and issues that develop in the mental health, intellectual disabilities, substance use disorder and prevention service environments. The work that I have done for three decades for the DBHDS facilities and agencies has been interesting and rewarding. More importantly, I believe that my work, in coordination with the efforts of many dedicated professionals within the State system, has had a positive and lasting impact on the way that services are provided. I believe that I have a unique understanding of the needs of the various facilities and agencies that would be covered by this contract, and that I can be effective in responding to those needs.

For all of these reasons, it is with great pleasure that I submit the attached proposal. I have made every effort to present a complete package of material. I have chosen to include four references from organizations with which I have worked that are not subject to the current DBHDS contract. However, if additional references from within the DBHDS would be helpful, I would be happy to provide them as well. If further information is required, please do not hesitate to contact me. I look forward to notification of your decision regarding a contract award.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael A. Gillette", written in a cursive style.

Michael A. Gillette, Ph.D.
President

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Note: Bioethical Services of Virginia, Inc. may be referred to as ‘BSV’ or ‘BSV, Inc’ throughout this proposal.

Section IV.B.1 Narrative Statement

All of the effort associated with satisfying this contract for Medical Ethics Consulting and Program Services will be provided by Michael A. Gillette, Ph.D. Dr. Gillette has been working in the applied field of clinical ethics for 30 years and he serves as the ethicist for a variety of healthcare organizations across the country that include community hospitals, long term care communities, hospice providers and other allied health services. Dr. Gillette has been working with the DBHDS as an ethics consultant since early in 1991 when he assisted CVTC in creating its first ethics committee- a working relationship that continued until CVTC's closure – and he developed additional contracts throughout the State system beginning in 1994. Dr. Gillette is the sole medical ethics consultant for Bioethical Services of Virginia, Inc. and has supported the DBHDS statewide contract for Medical Ethics services since its creation in 1998. By working with the Mental Health Institutes, Training Centers and CSBs throughout this time, Dr. Gillette has gained a thorough understanding of the particular ethical challenges that arise in all DBHDS service areas, and is sensitive to the special needs that attach to these clinical and community environments. Most important, Dr. Gillette has developed a business model that responds to the specific needs of each organization based on its situation, resources, and corporate personality in order to tailor ethics programs that are maximally effective in the context in which they must operate. That philosophy, of acute attention to the specialized needs of each organization, has enabled Dr. Gillette to succeed in providing meaningful ethics services to the facilities and the CSBs for well over a quarter century.

As noted in the resume below, Dr. Gillette has a Ph.D. in philosophy from Brown University where he wrote his doctoral dissertation in medical ethics. He has taught at a number of colleges and universities, but has worked full time in the field of clinical ethics since resigning his teaching post in 1997. Bioethical Services of Virginia, Inc. provides only one service- ethics consultation. We offer educational programming, case consultation and policy development and review services in the field of applied ethics. BSV, Inc. will not sub-contract with any other business in service of this contract and Dr. Gillette will be the sole clinical ethicist serving the DBHDS ethics contract.

Section IV.B.1 Narrative Statement (continued)
The Hon. Michael A. Gillette, Ph.D.

P.O. Box 3468
Lynchburg, VA 24503
(434)384-5322 mgillette@bsvinc.com

Employment:

PRESIDENT, BIOETHICAL SERVICES OF VIRGINIA, INC.: Lynchburg, VA
Operated as a sole proprietor from January 1991-December 1994
Operated as an S-Corporation from December 1994-present

Elected Office:

MAYOR OF THE CITY OF LYNCHBURG, July 2012-June 2016
LYNCHBURG CITY COUNCIL, Ward I representative elected in 2004, 2008, 2012

Teaching Experience:

Academic Appointments

RANDOLPH-MACON WOMAN'S COLLEGE: Lynchburg, VA
Associate Professor of Philosophy, September 1990-July 1997
Received Tenure and Promotion to Associate Professor in the Spring of 1997

WHEATON COLLEGE: Norton, MA
Visiting Assistant Professor of Philosophy, 1989-1990 Academic Year

TUFTS UNIVERSITY: Medford, MA
Lecturer in Philosophy, Spring 1990

BROWN UNIVERSITY: Providence, RI
Teaching Fellow in Philosophy, Spring 1989
Teaching Fellow in the Brown Summer Academy, Summers of 1988, 1989, 1990

Clinical Appointments

UNIVERSITY OF VIRGINIA SCHOOL OF MEDICINE: Lynchburg, VA
Clinical Assistant Professor of Family Medicine, September 1990-2010

MEDICAL COLLEGE OF VIRGINIA: Richmond, VA
Clinical Assistant Professor of Internal Medicine, July 1999-December 2004
Medical College of Virginia Excellence in Teaching Certificate (voted by the class of 2002)
Medical College of Virginia Outstanding Teacher Award 1999-2000
Medical College of Virginia Outstanding Teacher Award 1998-1999

Education:

BROWN UNIVERSITY: Graduate School of Arts and Sciences, Providence, RI
Ph.D. in Philosophy. Degree completed and dissertation defended in September, 1989
Dissertation: Paternalism in Psychiatric Medicine: A Philosophical Perspective

BROWN UNIVERSITY: Graduate School of Arts and Sciences, Providence, RI
Master's Degree in Philosophy. Graduated May, 1988

BRANDEIS UNIVERSITY: College of Arts and Sciences, Waltham, MA
Bachelor of Arts with majors in Philosophy and Classical Greek. Graduated May, 1986
Academic Honors: Magna Cum Laude, Phi Beta Kappa, Highest Honors in Philosophy,
Class of 1955 Endowment Fund Prize for Outstanding Academic Achievement

Section IV.B.1 Narrative Statement (continued)

Bioethical Services of Virginia, Inc. (www.bsvinc.com)

Long Term Contracts

Contracts vary in scope, but all offer provision of educational programming, leadership of case consultations, and support for policy development and review. The contract with Centra Health also includes membership on the Institutional Review Board. The following is a representative list of the organizations that have contracted for services:

VIRGINIA DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES
CENTRA HEALTH: Central Virginia
WESTMINSTER CANTERBURY, LYNCHBURG: Lynchburg, VA
COVENANT WOODS: Mechanicsville, VA
TWIN COUNTY REGIONAL HOSPITAL: Galax, VA
FAMILY HOME HEALTH AND HOSPICE: Chicago, IL
CAPE FEAR VALLEY MEDICAL CENTER: Fayetteville, NC
LOUDOUN COUNTY DEPARTMENT OF FAMILY SERVICES: Loudoun, VA
TERWILLIGER PLAZA: Portland, OR
PRESBYTERIAN SENIOR LIVING: 15 facilities in PA and MD
WAKEMED HEALTH SYSTEM: Raleigh, NC
WOODROW WILSON REHABILITATION CENTER: Fishersville, VA
COMMONWEALTH CARE: Roanoke, VA with locations across the Commonwealth
HALIFAX REGIONAL HEALTH SYSTEM: South Boston, VA

Seminars

A significant aspect of my ongoing consulting work involves providing multi-day, full-day, and half-day seminars on medical ethics, business ethics, leadership ethics, and ethics in local government offered by organizations throughout the United States. A list of sponsoring organizations and references is available upon request.

Publications / Panel Presentations / Special Projects

- "Public Sector Ethics: What, Why, and How" Public Management, March 2020
- Served as a reviewer of Centers for Medicare and Medicaid Services Draft Policy F600 regarding resident abuse, specifically regarding ethical issues involving sexual activity in long-term care settings. January 2017
- "Clinical Ethics in Action" Developed an electronic sourcebook for a Master's in Clinical Ethics Curriculum that was being developed at Radford University in May of 2014. This project utilized technology in a novel way to present a dynamic discussion of actual clinical ethics case consultations, accessible on a number of different levels in an interactive format.
- "The Ethics of Suicide as a Never Event" APA Institute on Psychiatric Services Symposium, Panel Discussion, October 2012
- "Fairness in the Allocation of Scarce Resources" Spring, 2002 issue of "The Psychiatric Society of Virginia, Virginia News" Copyright, 2002
- "Using Bioethics and the Medical Humanities to Implement the AAMC Graduate Medical Education's New Core Curriculum Requirements" ASBH 2000 Annual Meeting Panel Discussion, October 2000
- "Ethical Issues in the Use of Seclusion and Restraint: A Brief Introduction" APPDA Digest, Spring 1999
- "Doing Medical Ethics" APPDA Digest Vol. 17, N 1-3 (Beginning with Summer 1998)
- "Ethical Issues in Medical Informatics: Abstract of a Model Policy" Selected to be read at the First International Conference in Biomedical Engineering, Clemson University, September 28-29, 1997
- "The Ethical Implications of Implanting Life on Lifeless Planets" Research in Philosophy and Technology, Vol. 13, Spring 1993
- "The Role of the Proxy in Paternalistic Decision Making" Selected in blind review by the Virginia Philosophical Association to be read at the fall meetings on October 12, 1991
- "Paternalism in Psychiatric Medicine: A Philosophical Perspective" Dissertation, Defended at Brown University on September 22, 1989.

Section IV.B.1 Narrative Statement (continued)
Additional Significant Civic Involvement

SOUTHERN ASSOCIATION OF COLLEGES AND SCHOOLS COMMISSION ON COLLEGES

Elected to serve as a public representative on the Board of Trustees of SACS-COC. Elected to the Executive Committee from December 2011-December 2012. Total Term: December 2010-December 2013

LYNCHBURG COLLEGE/ THE UNIVERSITY OF LYNCHBURG

Elected to serve as Trustee of the University. Actively served on the Audit Committee, Educational Programs Committee, Enrollment Committee, and a special committee studying Pricing Strategy. February 2017-Present

CANNABIS PUBLIC HEALTH ADVISORY COUNCIL

Appointed by the Virginia Speaker of the House to serve on this council “to assess and monitor public health issues, trends, and impacts related to marijuana and marijuana legalization and make recommendations regarding health warnings, retail marijuana and retail marijuana products safety and product composition, and public health awareness, programming, and related resource needs.” July 1, 2021-Present

VIRGINIA ISRAEL ADVISORY BOARD

Appointed by Virginia Governors Mark Warner, Timothy Kaine, Terry McAuliffe, and Ralph Northam to assist in the development of business and commercial ties between the Commonwealth of Virginia and the State of Israel. September 2004- June 2006 / July 2006- June 2010 / July 2016-June 2020 / July 2020-June 2024

**TASK FORCE ON THE FUTURE OF EDUCATION IN THE CITY OF LYNCHBURG:
PREK-12 AND BEYOND, CHAIRPERSON**

The task force was charged to “gather information, engage the public in conversation, conduct thorough analysis, and forward actionable recommendations to the School Board with the goal of aligning future educational programming, operational strategies, and capital improvement decisions of the Lynchburg City Schools with the long-term success of the city and community.” June 2019-Present

HERITAGE HIGH SCHOOL TASK FORCE CHAIRPERSON

Appointed by Lynchburg City Council and the Lynchburg City School Board to lead a significant study of educational needs in the city. The task force subsequently published a report entitled “Heritage High School and the Future of Secondary Education.” October 2010-September 2011

**ETHICS BOWL COMMITTEE MEMBER, VIRGINIA FOUNDATION OF
INDEPENDENT COLLEGES**

Assisted in the organization and preparation for the annual VFIC Ethics Bowl. 2017-Present

CENTRA IRB

Serve as a non-physician member of the Institutional Review Board to review and approve research involving human subjects. June 2016-Present

RUSH HOMES

Elected to serve on the Board of Directors of this organization that provides affordable and accessible rental housing for adults with disabilities and low incomes in the greater Lynchburg region. January 2018-Present

MIRIAM’S HOUSE

Elected to serve on the Board of Directors of this organization that is “dedicated to ending homelessness through the empowerment of women and families.” January 2017-Present

VIRGINIA CENTER FOR INCLUSIVE COMMUNITIES

Received the NCCJ Humanitarian Award by the Lynchburg Chapter of the National Conference for Community and Justice. Spring 2006

LYNCHBURG ACADEMY OF FINE ARTS

Served as the organization’s first president after orchestrating a merger between The Lynchburg Fine Arts Center and the Lynchburg Academy of Music. August 2003-July 2004

LYNCHBURG FINE ARTS CENTER

This organization that supports arts education and community theater for the Lynchburg region. As president of this organization, I was instrumental in executing a merger with the Lynchburg Academy of Music. Board Member 2001-2002, President 2002-2003

Section IV.B.2 Specific Plans

The mix of services contemplated in this RFP include both educational offerings that can be scheduled in advance, and response to case consultation requests and policy development and review needs that cannot be anticipated at the beginning of the year. BSV, Inc. will work with the designated contact person at each facility/agency to identify a mutually workable schedule for educational sessions which are normally provided on a quarterly basis, and will be available on an as-needed basis for consultative support.

With regard to education, some topics are routine and should be covered on a regular repeating basis. Such topics are likely to include confidentiality, boundaries and dual relationships, the allocation of scarce resources, individual autonomy and the direction of services, admission and discharge issues, dealing with difficult family dynamics, etc... Other topics arise based on unique and evolving circumstances such as the ethical response to a pandemic, the ethics of vaccine mandates, the ethical management of services in response to the legalization of cannabis in Virginia, etc... It is important to be able to respond nimbly to these emerging topics, prepare a meaningful analysis, and lead a group in an interactive and dynamic exploration of the ethical issues as they arise in the real world. While the list of topics that Dr. Gillette has already covered with facilities and CSBs is longer than has been provided in this paragraph, the list of future topics is unknowable. One hallmark of Dr. Gillette's work has always been to work with each organization to tailor educational offerings to its needs and to be responsive to requests for discussion of new topics. That effort will continue should BSV, Inc. be awarded this contract.

With regard to consultative support, the role of the ethicist is to lead a complex discussion involving a diverse set of team members and ethics committee members in a rational analysis of the ethical implications of potential responses to the identified problems. The goal of an ethics consult is to generate consensus around rationally defensible solutions and to document those solutions in the form of written recommendations that are noted in the appropriate location depending upon the subject of the consultation. Ethics consults both on the case and policy levels are recommendations only. It is never the role of the ethicist simply to pronounce judgment, and it is never the role of the ethics committee to write orders or set policy. The consultative role in ethics is designed to provide careful analysis that can then be relied upon by the appropriate final decision makers when they write service plans or set policy.

Section IV.B.2 Specific Plans (continued)

Over the past year-and-a-half, many facilities have grown accustomed to, and are increasingly comfortable with, online communication. The efficiencies involved in reliance on remote video conference capabilities are significant. BSV, Inc. is comfortable in providing both in-person and remote support for all of the functions requested in this RFP, and will respond to the preferences of each contracting organization when providing services. If in-person services are preferred, then Dr. Gillette will travel to the desired location. If online services are indicated, he will engage on the designated virtual platform. If a mix of in-person and online services is ideal, then a schedule will be developed in coordination with each organization to meet its needs. Given recent experience, it is anticipated that most business meetings and consultations will be provided online, while educational sessions will be mixed. BSV, Inc. will satisfy the desires of the contracting organizations in choice of venue.

Given Dr. Gillette's current experience in working with DBHDS organizations, BSV, Inc. does not anticipate any delay in the transition of services. Services will continue seamlessly without delay.

Section IV.B.3 Features that Distinguish the Offeror

Most ethicists have a university base or work out of a think tank. Bioethical Services of Virginia, Inc. is unique in its business model of tailoring its services to the specific needs of each facility. Dr. Gillette has extensive experience in helping organizations to develop and operate their ethics programs, re-invigorating older ethics programs that have become lethargic, providing meaningful concrete and results-oriented leadership in developing consensus around complex and often emotionally charged ethical issues, and in providing ongoing ethics education that not only provides an opportunity to learn about specific relevant ethics topics, but which is also designed to enhance the participants' ability to identify, analyze, and resolve ethical issues in the course of their normal work experience.

Bioethical Services of Virginia, Inc. brings ethics to the facilities rather than asking the facilities to access assistance from afar, it is unique in its attention to the specific needs of each organization with which it works, and because of the wealth of experience that Dr. Gillette brings to working in the fields of ID/DD, Mental Health, SUD, and Prevention ethics. For thirty years, Dr. Gillette has been working with the DBHDS to help identify and resolve important ethical issues in a way that is respectful and empowering to each facility and agency. Fairfax Falls Church CSB is a different environment than Mount Rogers CSB, and the CSBs are different environments than the Mental Health Institutes. Dr. Gillette knows and understands this because he has worked with these organizations for decades. Throughout that time, Dr. Gillette has constantly enhanced and altered his work as he learned what matters most to each of these specific contexts. This collaborative work of constantly re-defining the specific needs of each facility/agency and responding creatively to those unique ethical needs is what sets Bioethical Services of Virginia, Inc. apart from other clinical ethics consulting services.

Section IV.B.4 “List of Clients Lost in the Last Three Years”

Bioethical Services of Virginia, Inc. has not lost any clients within the last three years.

Section IV.B.5 Method of Dealing with Problems

It is extremely important in the field of clinical ethics to distinguish among ethical, clinical, legal, regulatory, and social problems. The first task in fielding an ethics consult is to determine the nature of the concern and the substance of the question being asked. It is common that problems of one sort are misinterpreted as a problem of another sort, and it is essential that each question being asked is routed to the appropriate source of expertise for analysis.

Dr. Gillette is sometimes contacted by staff people with routine and simple questions that can be answered easily. In those cases, it would be appropriate to provide some guidance and to explore whether a more detailed discussion with formal recommendations would be helpful. If so, the issue would then be referred for formal ethics committee involvement. Dr. Gillette has worked with many facilities and CSBs to develop their ethics policies, and those policies outline the procedure to follow when requesting an ethics consult and the scope of issues that are appropriate for ethics committee involvement.

In some circumstances, a clinical, legal, human resources, or regulatory issue is identified as being the primary concern, and ethics committee involvement would be inappropriate. In other cases, the matter is more appropriately managed at the Central Office level. In these situations, the most appropriate course of action is for the ethics committee to help the requestor identify the nature of the question being asked, and to refer the individual to the appropriate party for an answer. Just as physicians and lawyers should not practice as ethicists without proper training, ethicists should not engage in providing clinical or legal advice. By keeping these distinct areas of expertise separate, it is possible to identify issues that should be taken to a different venue or processed up the chain of command.

One additional point that should be mentioned is that the ethics program should never be perceived of as an opportunity to address an issue outside of the appropriate lines of authority. All involved parties should be aware of the nature of the ethical questions being asked, so that proper avenues of response can be accessed. Dr. Gillette will work sensitively with concerned staff members, and will have confidential conversations when appropriate, but it is always the practice of BSV, Inc. to communicate honestly with the designated staff liaison about ethical issues that staff raise.

ATTACHMENT A: OFFEROR INFORMATION

The offeror must have the capability and capacity in all respects in order to fully satisfy all of the contractual requirements.

1. **OFFEROR/COMPANY NAME:** Bioethical Services of Virginia, Inc.
2. **YEARS IN BUSINESS:** 29 years 10 months (providing this type of service)
3. **eVA VENDOR ID #:** E16130
4. **DSBSD CERTIFICATION #:** 667676 Small, Micro Type 12/27/23 Expiration
5. **DUNS #:** 054439190
6. **PERFORMANCE/DELIVERY DATE:** State your earliest firm delivery date/performance start date: 1/1/22.
7. **REFERENCES:** Provide a list of at least four recent references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person, email address and telephone number.

ORGANIZATION	ADDRESS	CONTACT PERSON	EMAIL ADDRESS	TELEPHONE
Centra Health	3029 Old Forest Rd. Lynchburg, VA 24501	Andrea Kittrell, MD Ethics Comm. Chair	andreakitrell@comcast.net	(434)258-3653
Alexandria Department of Community and Human Services	301 King Street, Suite 2500 Alexandria, VA 22314	Phil Caldwell, LCSW Acting Deputy Director, Human Resources	phillip.caldwell@alexandria.gov	(703)303-0656
Cape Fear Valley Health System	1638 Owen Dr. Fayetteville, NC 28302	Faye Owens, CPMSM, CPCS Manager, Medical Staff Services	fowens@capefearvalley.com	910-615-6039
Performance Management Group at Virginia Commonwealth University	3705 Shore Drive Richmond, VA 23225	James M. Burke, Ph.D. Director	jburke@vcu.edu	804-690-5359

8. **SUBSIDIARY FIRM:** Are you a subsidiary firm? YES NO

If yes, list the name and location of your parent affiliation: _____

ATTACHMENT B: SMALL BUSINESS SUBCONTRACTING PLAN

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential offerors are required to submit the subcontractor plan by one of the following methods with their response:

- A. **Complete the subcontractor plan as specified in the electronic response; or**
- B. **Download the “paper response” form, complete the subcontractor plan section, and submit as an attachment with the bid response.**

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for proposals. This shall also include DSBSD-certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

After consulting with the eVA helpline, it was determined that no “paper response form” exists. Therefore, I am submitting the following statement:

No sub-contracting will be utilized in service of this contract. All services will be offered by Bioethical Services of Virginia, Inc., which is a SWAM/micro-business.


ATTACHMENT C: STATE CORPORATION COMMISSION FORM**Virginia State Corporation Commission (SCC) registration information.****The Offeror:** Bioethical Services of Virginia, Inc.

X	is a corporation or other business entity with the following SCC identification number: <u> 0419851-1 </u>
<input type="checkbox"/>	is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust
<input type="checkbox"/>	is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location)
<input type="checkbox"/>	is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.
<input type="checkbox"/>	**NOTE** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): <input type="checkbox"/>

ATTACHMENT D: PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained, as well as the page numbers, and must state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Firm/Offeror: Bioethical Services of Virginia, Inc., invokes the protections of § 2.2-4342F of the Code of Virginia for the following portions of my proposal submitted on 11/2/21 (Date).

Signature: 
 Title: President

DATA/MATERIAL TO BE PROTECTED	SECTION # & PAGE #	REASON WHY PROTECTION IS NECESSARY
N/A, I do not invoke this section of the Code of Virginia as part of this RFP response.		

ATTACHMENT E: BUSINESS ASSOCIATE AGREEMENT



COMMONWEALTH of VIRGINIA

DEPARTMENT OF

BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES

Post Office Box 1797

Richmond, VA 23218-1797

ALISON G. LAND, FACHE
COMMISSIONER

Telephone (804) 786-3921
Fax (804) 371-6638

BUSINESS ASSOCIATE AGREEMENT

PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

THIS BUSINESS ASSOCIATE AGREEMENT is made as of 11/2/ 2021, by the Department of Behavioral Health and Developmental Services (herein referred to as "Covered Entity"), with an office at 1220 Bank Street, Richmond, VA 23219 and Bioethical Services of Virginia, Inc. (here in referred to as "Business Associate"), a corporation, department or other entity with office at 2236 Surrey Place, Lynchburg, VA 24503.

This BUSINESS ASSOCIATE AGREEMENT (herein referred to as the "Agreement") constitutes a non-exclusive agreement between the Covered Entity, which administers health services, and the Business Associate named above.

The Covered Entity and Business Associate have entered into this Business Associate Agreement to comply with the Health Insurance Portability and Accountability Act (HIPAA). The parties signing this Agreement shall comply fully with the provisions of the HIPAA Rules.

NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

I. Definitions: As used in this contract, the terms below will have the following meanings:

- a. Business Associate shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Bioethical Services of Virginia, Inc.
- b. Covered Entity shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Department of Behavioral Health and Developmental Services.
- c. Protected Health Information (PHI): Any information that is created or received by a Covered Entity that relates to the past, present, or future physical or mental health or condition of an individual, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- d. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

II. Obligations and Activities of Business Associate:

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

- b. Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information, as required at 45 C.F.R. 164.410.
- d. In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- e. Report to the Covered Entity any security incident of which it becomes aware.
- f. Business Associate shall notify the Covered Entity of a breach of unsecured PHI on the first day on which such breach is known by Business Associate or an employee, officer or agent of Business Associate other than the person committing the breach, or as soon as possible following the first day on which Business Associate or an employee, officer or agent of Business Associate other than the person committing the breach should have known by exercising reasonable diligence of such breach. Notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the breach. Business Associate shall also provide the Covered Entity with any other available information at the time Business Associate makes notification to the Covered Entity or promptly thereafter as information becomes available. Such additional information shall include (i) a brief description of what happened, including the date of the breach; (ii) a description of the types of unsecured PHI that were involved in the breach; (iii) any steps the Business Associate believes individuals should take to protect themselves from potential harm resulting from the breach; and (iv) a brief description of what Business Associate is doing to investigate the breach, mitigate harm to individuals, and protect against any future breaches.

For purposes of this paragraph, unsecured PHI means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the U.S. Secretary of Health and Human Services.

- g. Business Associate agrees to provide access, at the request of Covered Entity to Protected Health Information to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, available to the Secretary of the U.S. Department of Health and Human Services for the purpose of determining compliance with the HIPAA Rules.
- i. Business Associate agrees to document and provide to Covered Entity such disclosures of Protected Health Information and information as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- j. Make any amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the covered entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 C.F.R. 164.526.

III. General Use and Disclosure Provisions:

- a. Business Associate may only use or disclose Protected Health Information as provided in the underlying Agreement
- b. Business Associate may use or disclose Protected Health Information as required by law.
- c. Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.
- d. Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.
- e. Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

IV. Obligations of Covered Entity:

- a. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

V. Permissible Request by Covered Entity:

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

VI. Termination:

Either party may terminate this Agreement immediately if it determines that the other party has violated a material term of this Agreement. This Agreement shall remain in effect unless terminated for cause with immediate effect, or until terminated by either party with not less than thirty (30) days prior written notice to the other party, which notice shall specify the effective date of the termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under this Agreement before the effective date of termination.

VII. Effect of Termination:

Upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction of Protected Health Information infeasible. Upon agreement that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health information and limit further

uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VIII. Amendment:

Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, the parties shall work in good faith to amend this Agreement in such manner as is necessary to comply with such law or regulation. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this Agreement by written notice to the other.

EACH PARTY has caused this Agreement to be properly executed on its behalf as of the date first above written.

FOR: Department of Behavioral Health and
Developmental Services

FOR: Bioethical Services of Virginia, Inc.

BY: Denise Jackson

BY: [Signature]

DATE: 12/8/2021

DATE: 11/2/21

i

Issuing Office: DBHDS Office of Information Services & Technology
File Name: DBHDS Business Associate Agreement
Original: 05/27/2016
Revised: 3/30/2020

ATTACHMENT F: DHRM EXECUTIVE DIRECTIVE #18 – CONTRACT WORKERS

Virginia Department of Human Resource Management

Interim Guidance for Agency Human Resource Offices
Executive Directive #18 Issued on August 5, 2021
Ensuring a Safe Workplace
Contract Workers

Executive Directive #18 (ED #18), addressing additional measures to protect our state employees and those they serve from exposure to COVID-19 while in the workplace, notes several new requirements for agencies, their employees, and contracted workers. This guidance addresses how ED #18 applies to covered contract workers.

CONTRACT (CONTINGENT WORKERS) COVERED OR NOT COVERED BY ED#18:

COVERED BY ED #18:	NOT COVERED BY ED #18:
Contract workers engaged through a state contract who work on-site or perform public-facing services on behalf of state agencies.	Contract workers engaged through a state contract who perform all services for the agency remotely and have no in-person contact with other employees, the public, visitors, vendors, those in custodial care, or customers.

REQUIREMENT OF COVERED CONTRACT WORKERS TO DISCLOSE VACCINATION STATUS:

1. Covered contract workers must disclose their vaccination status to their employers (the contracting vendor that employs them.)
2. Contracting vendors must certify to the agencies that covered contract workers who work on site or perform public-facing services are:
 - a. Fully vaccinated¹ or
 - b. If not fully vaccinated, are required to wear a mask, maintain social distancing, and adhere to all other agency safety protocols while working on-site or engaged in-person with the public.

REQUIREMENT OF COVERED CONTRACT WORKERS TO WEAR A MASK:

Covered contract workers who are not fully vaccinated must cover their mouth and nose with a mask in accordance with the Centers for Disease Control and Prevention while indoors and conducting public business.

TESTING:

ED #18 does not require that covered contract workers be tested.

¹ Fully vaccinated means that the individual has received all doses of an FDA (Food & Drug Administration) or WHO (World Health Organization) approved vaccination series (including emergency use authorization) and at least two weeks have elapsed since the final dose. Not fully vaccinated means that the individual does not meet the definition of "fully vaccinated", regardless of the reason for not being fully vaccinated.



Virginia Department of Human Resource Management

Interim Guidance for Agency Human Resource Offices
Executive Directive #18 Issued on August 5, 2021
Ensuring a Safe Workplace
Contract Workers

AGENCY RESPONSIBILITIES:

1. Agencies must ensure that their contracting vendors are informed of the requirements of ED #18 and establish a procedure for receiving and recording certification from contracting vendors that covered contract workers are in compliance.
2. The Department of General Services (DGS) and the Virginia Information Technologies Agency (VITA) will alert contracting vendors under their purview of the requirements imposed by ED #18.

CERTIFICATION REQUIREMENT:

1. The individual or entity who holds the relevant state contract must provide a certification to the contracting agency of compliance with the requirements of ED #18 and this guidance as it applies to covered contract workers. Such certification must be:
 - a. In writing or otherwise documented electronically in a manner allowing for compliance reporting.
 - b. If provided for an entity, signed or sent by a person with authority to bind the entity, and received by the contracting agency's contract officer (and/or other personnel designated specifically to receive notifications under the contract.)
2. Agencies must establish record-keeping procedures for receiving and retaining documentation of such certifications.
3. Agencies should consult with their counsel in the office of the Attorney General about records retention, disclosure, and other requirements that may apply to such certifications.

QUESTIONS:

1. Contracting vendors should direct questions about ED #18 or this guidance to the contracting state agency.
2. Agency staff responsible for contract certifications may direct questions to their contacts at DGS or VITA or to their legal counsel in the office of the Attorney General.
3. Agency human resource staff may direct questions to the policy box (policy@dhrm.virginia.gov).

Signature

President

Title

11/2/21

Date

Section IV.B.7 “Copy of Most Recent Independent Audit”

According to Addendum #1 To All Offerors dated November 1, 2021, this requirement has been stricken from the RFP.

Section IV.B.8 “Key Performance Indicators (KPI)”

When I contacted the procurement officer regarding the type of key performance indicators would be required, I was informed that the DBHDS does not require key performance measures for this contract and that materials to support this section of the RFP are not required. The specific answer, as emailed to me by Denise Jackson on 10/25/21 was:

Q3 - Section IV.B.8 requires Key Performance Indicators.

VR - While I can certainly provide an outline of the services offered and the goals of those services, it is up to the contracting facilities to determine whether or not my services have met their expectations. Are you requiring that my company define the KPIs, measure them, track them, and report on them, or are you simply asking that I provide an outline of the goals of service so that the facilities may do so?

DBHDS Response - No, DBHDS is not requiring (sic) vendors to define the KPI or provide, track and report on measurements.

Section X “Pricing/Fee Schedule”

According to Addendum #1 To All Offerors dated November 1, 2021, the pricing/fee schedule was amended to allow for a variety of individual packages that each facility/agency would be able to select, along with a per-diem rate for facilities/agencies that do not choose to enter into an annual set of services. Based on that example, I offer the following price schedule. The total value of the contract will be contingent on the number of facilities/agencies that choose to buy in at any particular level.

2022 Ethics Programming Packages for DBHDS Medical Ethics Services

EDUCATIONAL PACKAGE:

Services Provided- Provide quarterly educational programming for facility staff
This package does not involve case consultation or policy services

Annual Cost- \$4,000.00 per facility

BASIC PACKAGE:

Services Provided- Attend up to four ethics committee meetings per year
Provide ongoing training and education for committee members
Lead all case consultation and policy development and review efforts
(even if additional on-site visits are necessary)
Provide written reports (position papers/consultation reports) to aid in the
resolution of cases and policy issues
Provide up to four educational sessions for staff, outside of ethics
committee member education

Annual Cost- \$8,000.00 per facility

FULL PACKAGE:

Services Provided- Attend up to four ethics committee meetings on site and two additional
meetings by remote means by remote access (video or telephone
conference) if requested
Provide ongoing support for the committee including development of
procedures, support of quality standards, training and education for
committee members
Act as resource in the field of medical ethics including provision of
literature searches and recommendations for library holdings
Support the development, review and integration of relevant policies in the
facility
Identify policy issues to take to the State level
Lead all case consultation and policy review and development efforts
(even if additional on-site visits are necessary)
Provide written reports (position papers/consultation reports) to aid in the
resolution of cases and policy issues
Provide up to four educational sessions for staff, outside of ethics
committee member education

Section X “Pricing/Fee Schedule” (continued)

Perform Committee Chairpersonship duties including development of meeting agendas and preparation of materials for meetings (photocopying to be provided by the facility)

Assist in the development and collation of documentation necessary to meet Joint Commission/CARF requirements for those facilities under review

Work flexibly to satisfy other ethics programming needs as identified

Annual Cost- \$12,000.00 per facility

HR CASE CONSULTATION: Consults to Central Office and the Office of Human Rights will be billed out at the per-diem rate defined below.

CONSORTIUM EDUCATION PACKAGE:

Some CSBs and Mental Health Institutes have coordinated activities in order to share educational opportunities. In order to support this effort, consortium-based educational programming will be offered at a set rate per session, the cost of which will be shared by the consortium members. This package will only be made available to groups that commit to providing a minimum of four educational sessions per year.

Services Provided- Educational sessions can be scheduled for up to three hours in duration. Topics will be identified by the hosting consortium member. This package does not include case consultation or policy services.

Annual Cost \$1,000.00 per educational session

PER DIEM RATE FOR STATE FACILITIES- \$1,800.00, billed in half-day increments. This rate will be extended to all Departmental facilities that do not have annual packages as defined above or which select to purchase services beyond those offered in a package that they have already chosen. The fee will be charged out in half-day increments (up to four hours) and all time required for preparation, travel, contact time and follow-up will be counted.

Payment for services contained within one of the packages described above will be made at the beginning of each quarter and will cover services for the subsequent three months. Invoices will be sent on January 1, April 1, July 1 and October 1. Invoices for per-diem work will be sent at the conclusion of the relevant service.

CONTRACTOR'S REPRESENTATIVE: The Contractor shall assign a representative to be in contact with DBHDS for any resulting contract from this solicitation. The Contractor's representative shall handle and resolve all issues including, but not limited to billing and reporting.

Name: Michael A. Gillette
 Telephone: (434)384-5322
 Email: mgillette@bsvinc.com

Addendum Acknowledgement: I/we acknowledge receipt of the following addenda (if applicable).

Addendum No: 1 Dated: 11/1/21
 Addendum No: _____ Dated: _____
 Addendum No: _____ Dated: _____
 Addendum No: _____ Dated: _____

In compliance with this Request For Proposals (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Name of Firm:	Bioethical Services of Virginia, Inc.
Address of Firm:	P.O. Box 3468 Lynchburg, VA 24503
Printed Name:	Michael A. Gillette, Ph.D.
Signature:	
Email Address:	mgillette@bsvinc.com
Date:	11/2/21



COMMONWEALTH of VIRGINIA

DEPARTMENT OF
BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES
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Richmond, Virginia 23218-1797

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www.dbhds.virginia.gov

ALISON G. LAND, FACHE
COMMISSIONER

November 1, 2021

ADDENDUM #1 - TO ALL OFFERORS	
Solicitation:	Bioethical Consulting Services 720-4894-1327
Dated	10/14/2021
Commodity:	91878, 91883, 91885, 92416, 92435, 92440, 92441, 92486
For delivery to:	DBHDS
Proposal Due:	11/29/2021
Pre-Proposal Conference:	10/29/2021 9:30am – 11:30am

The above solicitation is hereby changed to read:

1. Reference Page 6, Section IV.B.7: Remove in its entirety the request for audited financial statements.
2. Reference Page 8, Section X.A., Last sentence of first paragraph shall read: “***The Contractor shall submit separate invoices to each DBHDS facility***”. Removing the DBHDS Accounts Payable physical address and email address.
3. Reference Page 9, Pricing Schedule: **Senario ONLY**, based on historical data:

QTY	UOM	DESCRIPTION	COSTS	TOTAL COST
8	Annually/Facility	EDUCATIONAL PACKAGES	\$3,700.00	\$11,100.00
3	Annually/Facility	BASIC PACKAGE	\$7,500.00	\$15,000.00
4	Annually/Facility	FULL PACKAGE	\$12,000.00	\$48,000.00
8	HR	Case Consultation	\$150.00	\$1,200.00
1	Annually/Facility	CONSORTIUM PACKAGE	\$4,000.00	\$4,000.00
2	Annually/Facility	PER DIEM FOR STATE FACILITIES	\$1,500.00	\$3,000.00
TOTAL COSTS:				\$82,300.00

		PROPOSED PRICING SCHEDULE		
QTY	UOM	DESCRIPTION	COSTS	TOTAL COST
	Annually/Facility	EDUCATIONAL PACKAGES		
	Annually/Facility	BASIC PACKAGE		
	Annually/Facility	FULL PACKAGE		
	HR	Case Consultation		
	Annually/Facility	CONSORTIUM PACKAGE		
	Annually/Facility	PER DIEM FOR STATE FACILITIES		
TOTAL COSTS:				

Very truly yours,

Denise R. Jackson

Denise R. Jackson
 Senior IT Procurement Officer
 Denise.Jackson@dbhds.virginia.gov

RFP#: 720-4894

- a. The Statement of Needs,
- b. Reporting and Delivery Instructions,
- c. The General Terms and Conditions,
- d. The Special Terms and Conditions,
- e. Method of Payment.

III. STATEMENT OF NEEDS:

The Contractor shall provide Biomedical Ethicist Services to include, but not be limited to the following:

A. Mandatory Requirements:

1. At the facility level, the Contractor shall provide:
 - a. Case Consultation – The Contractor shall be available on an “as-needed” basis to provide case consultation statewide.
 - b. Practice Consultation – The Contractor shall be available on an “as-needed” basis to provide practice consultation statewide.
 - c. Consultation and attendance at ethics quality standards committees and work groups and quarterly ethics committee meetings – The Contractor shall:
 - i. Attend meetings
 - ii. Prepare and teach specific educational sessions for the Ethics Committee members.
 - iii. Assume responsibility for literature searches (ethical, medical and philosophical) on appropriate issues and present these to the Ethics Committees.
 - iv. Develop position papers on specific topics to assist committee members or the facility administration with the resolution of ethical issues.
 - v. Recommend pertinent publications and periodicals for the ethics library.
2. At the DBHDS Office of Human Rights, the Contractor shall provide:
 - a. Policy review.
 - b. Development of educational materials and training.
 - c. Development of standard policies and procedures to be followed throughout the facilities.
 - d. Consultation and training to the DBHDS Office of Human Rights.
3. The Contractor shall provide a comprehensive quarterly report of activities to Contract Administrator, outlining the following.
 - a. The specific activities and accomplishments achieved during the reporting period.
 - b. The specific tasks completed pursuant to the provisions of the contract and the completion dates of such tasks.
 - c. The projected completion dates for the remaining specific tasks required by the contract.
 - d. Copies of any documents developed for Facility use.
4. Contractor shall, as needed, develop and provide training and workshops related on system-wide ethics issues to facilities and the Central Office, and whenever possible and appropriate, use interactive telecommunication technology and other learning technologies designed to improve access to information.
5. Any travel related costs will be based on Virginia Commonwealth per-dium rates.

IV. REPORTING AND DELIVERY INSTRUCTIONS:

- A. The contractor shall provide a monthly progress report to each facility utilizing this contract outlining the following:
 - 1. The specific accomplishments achieved during the reporting period.
 - 2. The specific tasks completed pursuant to the provisions of the contract and the completion dates of such tasks.
 - 3. The projected completion dates for the remaining specific tasks required by the contract.
- B. Within thirty (30) calendar days after the award date of the contract, the contractor shall furnish a preliminary outline of the organizational structure of the final report to each facility utilizing this contract.
 - 1. The preliminary outline shall delineate the main topics and subtopics that will later be described in detail in the final report.
 - 2. Beneath each topic and subtopic, the contractor shall furnish a brief narrative description of the subject matter encompassed by the topic or subtopic.
 - 3. Each facility shall have the right to edit, modify and/or rearrange the organizational structure, topics, and subtopics as it deems necessary to insure the inclusion of all work required by the contract.
- C. At least two (2) weeks prior to the submission of the final report, the contractor shall present a preliminary draft of the final report to each facility utilizing this contract. The facility shall have the right to modify and/or to require additional elaboration as it deems necessary to insure a comprehensive and thorough written study of all work required by the contract.
- D. On or before the date specified in the contract, a final report shall be delivered to each facility utilizing this contract for its approval. The contractor shall furnish electronic copies of the final report.
- E. The contractor shall make at least one (1) oral presentation of the final report to persons or organizations as deemed necessary by the facility.

V. GENERAL TERMS AND CONDITIONS:

The General Terms and Conditions are attached electronically in eVA and will be made part of any resulting contract.

VI. SPECIAL TERMS AND CONDITIONS:

The Special Terms and Conditions are attached electronically in eVA and will be made part of any resulting contract.

VII. METHOD OF PAYMENT:

- A. The Contractor will be paid monthly within 30 days of receipt of a valid invoice for all goods received or services provided during the previous month. All invoices must include the unique contract and/or purchase order number. Failure to include required elements from the invoices may result in the invoice being returned for correction. The Contractor shall submit their invoice to the following address by the 10th day of the month following the month in which services were rendered.

The Contractor will submit separate invoices directly to each DBHDS facility.

The Contractor will be paid monthly within 30 days of receipt of a valid invoice for all goods received or services provided during the previous month. All invoices must include the unique contract and/or purchase order number. Failure to include required elements from the invoices may result in the invoice being returned for correction. The Contractor ***shall submit separate invoices to each DBHDS facility*** by the 10th day of the month following the month in which services were rendered. All additional users of the resulting contract are to issue their purchase orders in eVA and include the proper contract number (720-4894) on the eVA-issued purchase orders.

- B. Payment: DBHDS will make payments, in accordance with the Prompt Pay Act after receipt and acceptance of services and an accurate invoice. Payment will be made based on the Contractor's CARDINAL account. CARDINAL is the Commonwealth of Virginia's (COV) State Accounting System. Contractors can select to be paid via EPAY, via EDI/check or via VISA (the Commonwealth's small purchase or gold card charge card).
- **EPAY** – when a Contractor is set-up for EPAY, payments will go onto a Virtual Credit/Debit Card.
 - **EDI/CHECK** - when a Contractor is set-up for EDI/check, payment will be made by check or electronic payment. Checks will be mailed on the due date (30 days from receipt of goods or services whichever is later); therefore, there could be a 7 – 10 day delay before the vendor receives the check. If EDI is selected, payments will show up in the Contractor's selected bank account on the due date.
 - **VISA** - VISA is the Commonwealth's purchase charge card (pcard). When a Contractor is set-up for pcard payment, he/she will receive an encrypted email with the pcard holder's card information. When VISA is the payment of choice, the Contractor shall be responsible for eVA Transaction and Credit Card Merchant Processing Fees; fees shall not be applied to any invoice issued to the COV.

ATTACHMENT B

2022 ETHICS PROGRAMMING PACKAGES FOR DBHDS MEDICAL ETHICS SERVICES

DESCRIPTION	UOM	COST
EDUCATIONAL PACKAGE	PER FACILITY – ANNUAL COST	\$4000.00
BASIC PACKAGE	PER FACILITY – ANNUAL COST	\$8,000.00
FULL PACKAGE	PER FACILITY – ANNUAL COST	\$12,000.00
CONSORTIUM EDUCATION PACKAGE	PER EDUCATIONAL SESSION	\$900.00
PER DIEM RATE	PER FACILITY - BILLED ON HALF DAY INCREMENTS	\$1,500.00 (\$750/HALF DAY)