

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

NOTICE OF CONTRACT AWARD

TO:	DATE ISSUED:	October 31, 2016
Bioethical Services of Virginia, Inc.	AGREEMENT NO:	17-094-R
P.O. Box 3468		Planning and Coordinating
Lynchburg, Virginia 24503		Mental Health, Intellectual
	AGREEMENT TITLE:	Disability, and Substance
		use Services

THIS IS A NOTICE OF A CONTRACT AWARD AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS

The contract term covered by this Notice of Award is effective November 1, 2016 thru October 31, 2017.

The contract documents consist of the terms and conditions of Agreement No. 17-094-R and Horizon Behavioral Health contract, including any exhibits or attachments.

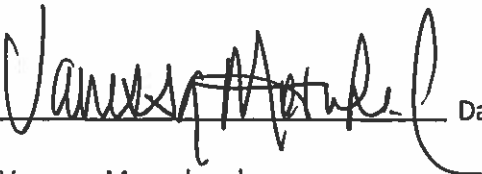
EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Michael Gillette	TELEPHONE NO.:	(434) 384-5322
	EMAIL ADDRESS:	mgillette@bsvinc.com
COUNTY CONTACT: Rudbel Alfaro	TELEPHONE NO.:	(703) 228-5147
	EMAIL ADDRESS:	ralfaro@arlingtonva.us

CONTRACT AUTHORIZATION

AUTHORIZED
SIGNATURE:



Date: 10/31/16

Name: Vanessa Moorehead
Title: Procurement Officer

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

AGREEMENT NO. 17-094-R

THIS RIDER AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Bioethical Services of Virginia, Inc., P.O. Box 3468, Lynchburg, Virginia 24503 ("Contractor"), a Virginia corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and services specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and Attachment A (Horizon Behavioral Health contract) Exhibit 1, and Exhibit 2, awarded to Bioethical Services of Virginia, Inc., and Attachment B (Arlington County required Insurance Checklist) (collectively, "Contract Documents" or "Contract").

This Agreement rides a competitive procurement process conducted by Horizon Behavioral Health, whereas Horizon has been created by the local governments of Central Virginia Planning District pursuant to Chapter 10 of Title 37.1 of the Code of Virginia (1968). The Contractor desires to extend to the County the same pricing as the Contractor's agreement with Horizon Behavioral Health.

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods for the County ("Work") shall commence on the date of execution of this Agreement by the County and shall be completed no later than October 31, 2017 "Initial Contract Term"), subject to any modifications as provided for in the Contract Documents.

3. CONTRACT PRICING

Reference Horizon Behavioral Health contract, Exhibit 2, Full Package Option not to exceed \$10,000.00.

4. SCOPE OF WORK

The Contractor agrees to provide the services described in the Contract Documents. The primary purpose of the Work is to provide Planning and Coordinating the Delivery of Public Mental Health, Intellectual Disability, and Substance use services (Attachment A, Exhibit 1, and Exhibit 2).

The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer"), who shall be appointed by the Director of the Arlington County department or agency requesting the work under the Contract Documents. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

6. PAYMENT TERMS

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor 50% of the contract value at the end of the first six months and the remaining 50% at the end of the contract, within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

7. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract,

except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained herein with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

8. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

9. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and sole expense.

10. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, and disability or any other basis prohibited by federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an Equal Opportunity Employer.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.
- e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that these provisions will apply to each subcontractor or vendor.

11. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

12. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the

Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 relating to this Contract, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

13. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period, or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs. Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or noncompliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

14. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of Work under this Contract may be terminated by the County Purchasing Agent, in whole or in part, whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and

accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

15. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

16. CONFIDENTIAL INFORMATION

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a results of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

17. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of

more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

18. COUNTY EMPLOYEES

No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

19. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the Contractor and outside the scope of the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

20. AUTHORITY TO TRANSACT BUSINESS

The Contractor shall, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of the County.

21. RELATION TO THE COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

22. ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods purchased or acquired by the County under this Contract.

23. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within

30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

24. ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

25. AMENDMENTS

Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

26. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

27. DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

28. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

29. ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

30. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

31. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

32. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

33. NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

34. SURVIVAL OF TERMS

In addition to the numbered section in this Agreement which specifically state that the term or paragraph survives the expiration or termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; AUDIT; AND CONFIDENTIAL INFORMATION.

35. HEADINGS

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

36. AMBIGUITIES

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

38. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Bioethical Services of Virginia, Inc.
P.O. Box 3468
Lynchburg, VA 24503

TO THE COUNTY:

Rudbel Alfaro
2120 Washington Boulevard, 3rd Floor
Arlington, VA 22204

AND

Michael E. Bevis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

39. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

40. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage listed in Attachment B. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The insurance coverage shall:

- a. List Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.
- b. Cancellation - If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse

in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

- c. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
- d. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self-insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its selfinsurance resolution to determine the adequacy of the insurance funding.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

BIOETHICAL SERVICES OF VIRGINIA, INC.

AUTHORIZED
SIGNATURE:

[Signature]

AUTHORIZED
SIGNATURE:

[Signature]

NAME AND
TITLE: MICHAEL E. BEVIS
PURCHASING AGENT

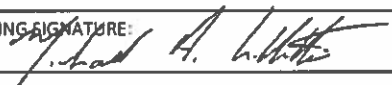
NAME AND
TITLE: Michael A. Gillette, Ph.D., President

DATE: 10/31/16

DATE: 10/31/16

Attachment B- INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED BY "X"		
REQ'D	COVERAGES REQUIRED	LIMITS (FIGURES DENOTE MINIMUMS)
X	1. Workers' Compensation	Statutory limits of Virginia
X	2. Employer's Liability	\$100,000/accident, \$100,000/disease, \$500,000/disease policy limit
X	3. Commercial General Liability	\$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
	4. Premises/Operations	\$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
	5. Automobile Liability	\$1 Million BI/PD each accident, Uninsured Motorist
	6. Owned/Hired/Non-Owned Vehicles	\$1 Million BI/PD each accident, Uninsured Motorist
	7. Independent Contractors	\$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
	8. Products Liability	\$500,000 CSL BI/PD each occurrence \$1 Million annual aggregate
	9. Completed Operations	\$500,000 CSL BI/PD each occurrence \$1 Million annual aggregate
	10. Contractual Liability (Must be shown on Certificate)	\$500,000 CSL BI/PD each occurrence \$1 Million annual aggregate
	11. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate
	12. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury
	13. Per Project Aggregate	\$ _____
	14. Professional Liability	

	a. Architects and Engineers	\$1 Million per occurrence/claim
	b. Asbestos Removal Liability Medical	\$2 Million per occurrence/claim
	c. Medical Professional Liability	\$1 Million per occurrence/claim
	15. Miscellaneous E&O	\$1 Million per occurrence/claim
	16. Motor Carrier Act End. (MCS-90)	\$1 Million BI/PD each accident, Uninsured Motorist
	17. Motor Cargo Insurance	\$ _____
	18. Garage Liability	\$1 Million Bodily Injury, Property Damage per occurrence
	19. Garage keepers Liability	500,000 Comprehensive, \$500,000 Collision
	20. Inland Marine-Bailee's Insurance	\$ _____
	21. Moving and Rigging Floater	Endorsement to CGL
	22. Dishonesty Bond	\$ _____
	23. Builder's Risk	Provide Coverage in the full amount of contract
	24. XCU Coverage	Endorsement to CGL
	25. USL&H	Federal Statutory Limits
X	26. Carrier Rating shall be Best's Rating of A-VII or better or its equivalent	
X	27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least thirty (30) days prior to action.	
X	28. The County shall be named Additional Insured on all policies except Workers Compensation and Auto.	
X	29. Certificate of Insurance shall show Bid Number and Bid Title.	
	30. OTHER INSURANCE REQUIRED: Sexual Misconduct Reimbursement for Legal Defense Limits: \$100,000 per occurrence / \$300,000 general aggregate _____	
INSURANCE AGENT'S STATEMENT: I have reviewed the above requirements with the bidder named below and have advised the bidder of required coverages not provided through this agency.		
CONTRACTOR'S STATEMENT: If awarded the contract, I will comply with contract insurance requirements.		
CONTRACTOR NAME: BIOETHICAL SERVICES OF VIRGINIA, INC.		AUTHORIZING SIGNATURE: 



CONTRACTUAL AGREEMENT BETWEEN

HORIZON BEHAVIORAL HEALTH

AND

Bioethical Services of Virginia, Inc.

This contract is entered into the July 1, 2016 by and between the Horizon Behavioral Health, hereinafter referred to as "Horizon," and Bioethical Services of Virginia Inc., hereinafter referred to as the Contractor.

Whereas, Horizon has been created by the local governments of Central Virginia Planning District pursuant to Chapter 10 of Title 37.1 of the Code of Virginia (1968), as amended; and

Whereas, Horizon is the primary mechanism for planning and coordinating the delivery of all local and public mental health, intellectual disability, and substance use services, and;

Whereas, Horizon is empowered, among other duties, to review and evaluate mental health, intellectual disability, and substance use services and facilities, both public and private, available to serve the community, and to contract for services with agencies or Individuals to assist in the provision of such services; and

Whereas Horizon desires to contract with the Contractor to provide such services;

Now, therefore, the parties of this contract, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

1. **Contract Period.** See Exhibit 1, which is Incorporated herein by reference.
2. **Scope of Services.** See Exhibit 1, which is incorporated herein by reference.
3. **Compensation and Method of Payment.** See Exhibit 1, which is incorporated herein by reference.
4. **Liability Insurance.** See Exhibit 1, which is incorporated herein by reference.
5. **Reports and Information.** See Exhibit 1, which is incorporated herein by reference.
6. **Revisions.** This contract constitutes the entire agreement between Horizon and the Contractor for the program of services delineated herein. Any alterations, amendments, or modifications in the provisions of this contract shall be in writing, signed by the parties, and attached hereto.

7. **Subcontracting.** The services covered by this contract shall not be subcontracted or assigned without the prior written consent of Horizon.
8. **Compliance, Rules, and Regulations.** The Contractor agrees it will comply with the following statutes, regulations, standards, policies, and procedures in the operation of the program and performance of services that are the subject of this contract:
 - a. All applicable federal and state laws and regulations for assurance of the individual rights of clients served by the program;
 - b. All applicable state, federal and local employment laws, including but not limited to Titles VI and VII of the Civil Rights Act of 1964, Immigration Reform and Control Act of 1986, Sections 503 and 504 of the Vocational Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order 11246, the Americans with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Employee Retirement Income Security Act and subsequent amendments and regulations developed pursuant thereto, to the effect that no person shall be subjected to unlawful discrimination on the grounds of sex, age, race, color, religious affiliation, handicap/disability, national origin or other protected classification or otherwise treated unlawfully in the provision of any services or in employment practices;
 - c. The Virginia Freedom of Information Act and the Virginia Privacy Protection Act;
 - d. All applicable certification standards, criminal background checks and licensure requirements, including those imposed by the Department of Behavioral Health and Developmental Services [DBHDS] applicable to this program;
 - e. All applicable inspection, licensing and reporting requirements, including those imposed by the Virginia Department of Health, Social Services, and Rehabilitative Services;
 - f. The requirements of any rules or regulations which have been or may in the future be issued by the federal, state, or local governments relating to the execution of Horizon's programs;
 - g. Horizon's policies and procedures, as may be reasonably amended from time to time;
 - h. The DBHDS requirement, promulgated in Section 209.10 of the Manual of Rules and Regulations Governing State Aid to Community Mental Health and Mental Retardation Programs, 1968, as amended, that services will not be denied based on the client's inability to pay for such services;
 - i. The Virginia Conflict of Interest Act; and
 - j. The Contractor will supply to Horizon current copies of all licenses, educational degrees, registrations and certifications of insurance as required by the professional services being performed or as requested from time to time during

the term of services under this contract. Information is needed prior to initiation of contract.

- k. Horizon will require a signed confidentiality statement, a Criminal History record request report, and Department of Motor Vehicles report where applicable.
9. **Severability**. Each paragraph and provision of this contract is separable from the entire contract; if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
10. **Collateral Contracts**. Where there exists any inconsistency between this contract and other provisions of collateral contractual agreements which are made as part of this contract by reference or otherwise, the provisions of this contract shall control.
11. **Termination**. This contract may be terminated under the following circumstances.
 - a. Horizon may terminate immediately if state and local tax funds, granted for the program, are permanently revoked or terminated by the funding agencies in a manner beyond the control of Horizon for the duration of the contract period. In this situation, any and all of the obligations of Horizon and the Contractor shall immediately cease. Horizon agrees to compensate the Contractor for services performed under this contract prior to the date of actual termination.
 - b. Either party may terminate this contract without cause with a written notice at least thirty (30) calendar days prior to the date of actual termination or with cause immediately and without advance notice. Horizon agrees to compensate the Contractor for services performed under this contract prior to the date of actual termination.
12. **Counterparts**. This contract shall be executed in two counterparts, each of which will be deemed an original.
13. **Contingent Fee Warranty**. The Contractor warrants that he/it has not employed or retained any person or persons for the purpose of soliciting or securing this contract. The Contractor further warrants that he/it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon the award or making of this contract. For breach of either of the foregoing warranties, Horizon shall have the right to terminate this contract without liability, or, in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover the full amount of said prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.
14. **Privacy and Security Provisions**. Under the Privacy Rule (45 CFR § 160 and §164), anyone who performs a function involving the use of protected health information on behalf of a provider or who furnishes certain services to the provider is a *business associate*. All business associates must sign the HIPAA Privacy Addendum and Business Associates Agreement as part of this contractual agreement.

15. **Confidentiality.** The Contractor shall adhere to the rules and regulations proclaimed by Horizon regarding the confidentiality of client related information during and after the term of the contract.
16. **Quality Assurance.** If the contract involves patient care, the Contractor will meet or exceed the standards set by Horizon regarding quality assurance and participate with Horizon in the systematic and ongoing monitoring and evaluation of patient care.
17. **Independent Contracts.** The Contractor shall not be prohibited from engaging in outside employment, provided there is no professional conflict of interest.
18. **Affirmation of Contractor Status.**
- a. Horizon and Contractor hereby affirm that the Contractor is an independent contractor and neither the Contractor nor any of its employees or representatives is an employee of Horizon. Contractor acknowledges and understands that, as an Independent contractor, neither Contractor nor its employees or representatives will be eligible for any benefits or privileges to which employees of Horizon are entitled. Rather, the only benefits or privileges for which Contractor or its employees or representatives may be eligible are those specifically set forth in this Agreement. Contractor also acknowledges that, as an independent contractor, the compensation that Contractor receives pursuant to this Agreement shall not be considered "wages" for purposes of income tax withholding, the Federal Insurance Contributions Act ("FICA"), and unemployment taxes. Contractor further acknowledges that Contractor is solely responsible for any tax liability arising from payments made under this Agreement, and Contractor agrees to indemnify Horizon fully from any and all liability that might be assessed against Horizon for Contractor's failure to withhold or pay taxes on such compensation.
- b. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of Horizon without the express written authorization of Horizon, and Contractor shall have no authority to represent Horizon as an employee or agent or in any other capacity, except as specifically authorized in writing by Horizon's Point of Contact (see below) or designee.
- c. With respect to all services rendered under the terms of this Agreement, Contractor agrees that Contractor, and Contractor's employees, agents or representatives shall neither be eligible for, nor make any claim or seek participation in any Services Board employee benefit plan, policy, or practice, including but not limited to any savings, pension, bonus, health, welfare, severance, or vacation plan, policy or practice, even if Contractor, or any employee of Contractor, is, or is deemed classified at any time by a finding by any agency, court or other tribunal or by any other means, as, for any purpose, an "employee" or a "common law employee" of Horizon or any affiliate thereof.
19. **Point of Contact.** Contractor's Point of Contact at Horizon for performance of work and submission of reports hereunder is Beth Ludeman-Hopkins, Interim CQI Director, or designee.

In Witness Whereof, the aforesaid parties have caused the contract to be executed by the following duly authorized officials.

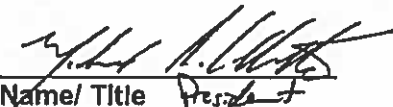

	CONTRACTOR	HORIZON
NAMES (COMPANY):	Michael Gillette, PhD. Bioethical Services of Virginia, Inc.	<u>Damien Cabezas</u>
AUTHORIZED SIGNATURES:	 Name/ Title <u>President</u>	 Chief Executive Officer
DATE:	<u>7/11/16</u>	<u>6-30-16</u>
SSN/TAX ID:	<u>54-1694239</u>	
MAILING ADDRESS:	<u>P.O.Box 3468</u> <u>Lynchburg, VA 24503</u>	<u>2241 Langhorne Road</u> <u>Lynchburg, VA 24501</u>
TELEPHONE:	<u>(434)384-5322</u>	<u>(434) 847-8050</u>

Exhibit 1

1. **Contract Period.** The term of the agreement shall commence on July 1, 2016 and shall cease on June 30, 2017, unless otherwise terminated. All time limits stated in this agreement are of the essence and Horizon shall be under no obligation to provide any funds or assistance to the Contractor for any period beyond the last day of said contract period.

2. **Scope of Services.** *Basic Package*

Qualifications: Michael Gillette, PhD., Ethicist

Services:

- Attend up to four ethics committee meetings per year.
- 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 of the organization.
- Identify policy issues to take to the State level.
- Lead all case consultation 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 three educational (2.0 hours/each) sessions for staff, outside of ethics committee member education, to be scheduled to coincide with ethics committee meeting dates or All Staff/Managers Meetings.

3. **Compensation and Method of Payment.** This contract will be compensated at an annual rate of: \$7,200; with *the first of two equal payments to be invoiced by the contractor and paid by Horizon at the beginning of the Fiscal year and the second payment invoiced and paid at mid-year (January 2017).*
4. **Liability Insurance.** The Contractor shall indemnify and hold harmless Horizon and its designated representatives from any and all claims, suits, actions, and liabilities caused by the performance of the Contractor of work pursuant to this contract.

The Contractor shall take out and maintain during the life of this agreement such liability, workers' compensation, and other liability insurance as shall protect it from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from operations under this contract.

5. **Reports and Information.** Contractor will submit reports and other required documentation as reasonably and lawfully required/requested as related to the fulfilment of this contract.



**Horizon Behavioral Health
Addendum to Bioethical Services of Virginia**

As of July 27, 2016, the contract between Horizon Behavioral Health and Bioethical Services of Virginia will be updated to reflect the following:

20. **Additional Users.** This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at any time during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

When Used: Authorization to use this clause must be granted by DPS, see 3.7a. If the value of the contract, including any renewal periods is within the delegated authority of the lead agency and other agencies and institutions may benefit, the lead agency may issue a solicitation and include this clause on behalf of other public bodies. The value of the contract, including other agency orders, must remain within the lead agency's delegated authority. To obtain maximum pricing advantage, every effort should be made to identify participating agencies and their expected usage in the solicitation.

In Witness Whereof, the aforesaid parties have caused the contract to be executed by the following duly authorized officials.

HORIZON BEHAVIORAL HEALTH

By: 

Print Name: Damien Cabezas

Title: CEO

Date: Aug. 3, 2016

BIOETHICAL SERVICES OF VIRGINIA

By: 

Print Name: Michael Gillette

Title: President

Date: 8/3/16

Exhibit 2

2016-2017 Ethics Programming Packages for CSB Medical Ethics Services

Under this contract, the CSB may select a level of service from among the following three options. Once a package selection is made, invoices will be submitted at the beginning and middle of the contract year for one-half of the contract value. If the CSB determines during the first half of the contract year that it wishes to alter its level of service for the second half of the contract year, this adjustment can be made without alteration to any other stipulation in the contract.

EDUCATIONAL PACKAGE:

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

Annual Cost- \$3,600.00

BASIC PACKAGE:

Services Provided: Attend up to four ethics committee meetings per year.
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 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, to be scheduled to coincide with ethics committee meeting dates

Annual Cost- \$7,200.00

FULL PACKAGE:

Services Provided: Attend up to four ethics committee meetings on site and two additional meetings by remote access (video or telephone conference)
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 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, to be scheduled to coincide with committee meeting site visits
Make one additional on-site visit per year for ethics education purposes
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- \$9,995.00

PER DIEM RATE FOR ADDITIONAL SERVICES- \$1,200.00, billed in half-day increments. In the event that a CSB requests services under this contract in excess of the package level that it has selected, those services will be provided at the per-diem rate of \$1,200.00 per day. This 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.





**Horizon Behavioral Health
Addendum to Bioethical Services of Virginia**

As of July 27, 2016, the contract between Horizon Behavioral Health and Bioethical Services of Virginia will be updated to reflect the following:

20. **Additional Users.** This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at any time during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

When Used: Authorization to use this clause must be granted by DPS, see 3.7a. If the value of the contract, including any renewal periods is within the delegated authority of the lead agency and other agencies and institutions may benefit, the lead agency may issue a solicitation and include this clause on behalf of other public bodies. The value of the contract, including other agency orders, must remain within the lead agency's delegated authority. To obtain maximum pricing advantage, every effort should be made to identify participating agencies and their expected usage in the solicitation.

In Witness Whereof, the aforesaid parties have caused the contract to be executed by the following duly authorized officials.

HORIZON BEHAVIORAL HEALTH

By: 

Print Name: Damien Cabezas

Title: CEO

Date: Aug 3, 2016

BIOETHICAL SERVICES OF VIRGINIA

By: 

Print Name: Michael Gillette

Title: President

Date: 8/3/16

Exhibit 2

2016-2017 Ethics Programming Packages for CSB Medical Ethics Services

Under this contract, the CSB may select a level of service from among the following three options. Once a package selection is made, invoices will be submitted at the beginning and middle of the contract year for one-half of the contract value. If the CSB determines during the first half of the contract year that it wishes to alter its level of service for the second half of the contract year, this adjustment can be made without alteration to any other stipulation in the contract.

EDUCATIONAL PACKAGE:

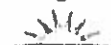
Services Provided: Provide quarterly educational programming for facility staff.
This package does not involve case consultation or policy services
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BASIC PACKAGE:

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Annual Cost- \$7,200.00

FULL PACKAGE:

Services Provided: Attend up to four ethics committee meetings on site and two additional meetings by remote access (video or telephone conference)
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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 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
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Make one additional on-site visit per year for ethics education purposes
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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- \$9,995.00

PER DIEM RATE FOR ADDITIONAL SERVICES- \$1,200.00, billed in half-day increments. In the event that a CSB requests services under this contract in excess of the package level that it has selected, those services will be provided at the per-diem rate of \$1,200.00 per day. This 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.

