

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

CONTRACT AMENDMENT COVERPAGE

TO: BIOETHICAL SERVICES OF VIRGINIA, INC. PO BOX 3468 LYNCHBURG, VIRGINIA 24053	DATE ISSUED: CONTRACT NO: CONTRACT TITLE:	<u>10/31/2016</u> <u>17-094-R</u> <u>PUBLIC MENTAL HEALTH INTELLECTUAL DISABILITY & SUBSTANCE ABUSE SERVICES</u>
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THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 17-094-R including any attachments or amendments thereto.

EFFECTIVE DATE: 7/1/2021

EXPIRES: 12/31/2021

RENEWALS: NO RENEWALS REMAINING

COMMODITY CODE(S): 95200

LIVING WAGE: N

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

VENDOR TEL. NO.:

(434) 384-5322

EMAIL ADDRESS: MGILLETTE@BSVINC.COM

COUNTY CONTACT: LINDA ERSKINE (DHS-FMB)

COUNTY TEL. NO.:

(703) 228-1318

COUNTY CONTACT EMAIL: LERSKINE@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Authorized by

Lucas Alexander

Title

Procurement Officer

Date

4/20/2021

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ARLINGTON COUNTY, VIRGINIA

**AGREEMENT NO. 17-094-R
AMENDMENT NUMBER 3**

This Amendment Number 3 is made on the date of execution by the County and amends Agreement Number 17-094-R ("Main Agreement") dated 10/31/2016, between Bioethical Services of Virginia, Inc. ("Contractor") and the County Board of Arlington County, Virginia ("County").

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

REVISE THE CONTRACT TERM PARAGRAPH 2 AS FOLLOWS:

The Contract is extended for six (6) months. The Contractor shall continue providing the service designated in Scope of Work and any attachments from July 1, 2021 through December 31, 2021.

Refer to Fairfax County Modification 2 attached. All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED DocuSigned by:

SIGNATURE: 
5D2343428F9D4B4

NAME: Lucas Alexander

TITLE: Procurement Officer

DATE: 4/20/2021

BIOETHICAL SERVICES OF VIRGINIA, INC.

AUTHORIZED DocuSigned by:

SIGNATURE: 
C2D909758AC94CC...

NAME: Michael Gillette

TITLE: President

DATE: 4/19/2021



COMMONWEALTH of VIRGINIA

ALISON G. LAND, FACHE
COMMISSIONER

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

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

CONTRACT MODIFICATION

Date: March 17, 2021

Contract Number: 720-4493

Modification Number: 02

Issued By: Department of Behavioral Health and Developmental Services
Procurement and Administrative Services
1220 Bank Street
Richmond, VA 23219

Contractor: Bioethical Services of Virginia

Commodity Description: Medical Ethics Consulting and Program Services

This Supplemental Agreement is entered into pursuant to the provision of the basic contract.

1. Whereas the Commonwealth desires to extend the performance period of the contract; now, therefore, it is agreed that the contract performance period shall be extended from July 1, 2021 through December 31, 2021.
2. Reference pages 8. and 13. of the RFP, Section 8. General Terms and Conditions; delete Paragraphs A. C. and T.; and replace with the following:
 - A. **VENDORS MANUAL**: This contract is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about is in section 7.13 of the Vendors Manual. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "I Sell To Virginia".
 - C. **ANTI-DISCRIMINATION**: Contractors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious

practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. 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, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary 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 such 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. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
- e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
- f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

T. NONDISCRIMINATION OF CONTRACTORS: A contractor shall not be discriminated against in the or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Contractor employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

3. Reference page 15. of the RFP, Section 9.; add the following:

P. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability. The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor’s (and any subcontractor’s) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic , but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

DocuSigned by: CONTRACTOR:		PURCHASING AGENCY:	
BY:	<i>Michael Gillette</i>	BY:	DocuSigned by: <i>Pamela Logan</i>
PRINTED NAME:	C2D909758AC94CC...	PRINTED NAME:	9226DE977B0C4FC Pamela Logan
TITLE:		TITLE:	Senior Procurement Officer
DATE:		DATE:	3/18/2021 8:59 AM EDT