

OTP - Certified Nursing Assistant Program Provider Subcontract

THIS IS A SUBCONTRACTING OPPORTUNITY PROPOSALS DUE 7/30/22

This Scope of Work is provided as a description of the OTP Certified Nursing Assistant Program provider required by the Cincinnati Job Corps Center operated by Insights Training Group under contract with the United States Department of Labor.

ARTICLE I: Definitions

- A. "Center" as used in this agreement shall mean the Cincinnati Job Corps Center, a residential training and education institution located at 1409 Western Ave, Cincinnati, OH 45214
- B. "Center Director" as used in this agreement shall mean the individual duly appointed by center operator with responsibility and authority for planning, budgeting, contracting, directing, and operating the entire program at the center.
- C. "Center operator" as used in this agreement shall mean the Insights Training Group, LLC 327 North Main Street, Marion, VA 24354.
- D. "Students" as used in this agreement shall mean those individuals who are enrolled in the center and entitled to services as hereinafter defined.
- E. "Subcontractor" as used in this agreement shall mean the individual, or firm, whose personnel are certified and/or licensed by the state of Ohio as required, and who is presenting this proposal for consideration.
- F. "Department of Labor" as used in this agreement shall mean the United States Department of Labor, Employment and Training Administration (ETA), Office of Job Corps or its designee.

ARTICLE II: Statement of Work/Performance

Pursuant to its contract with the Department of Labor, the center operator is obligated to provide training services to students. Therefore, the center operator hereby engages the subcontractor, and the subcontractor will agree to perform services related to the foregoing Certified Nursing Assistant Program. Specifically, the subcontractor agrees to perform the tasks and services set forth in the statement of work that is below to and hereby incorporated into this agreement.

Section A

Certified Nursing Assistant Program Scope of Work

1. General Description

- a. The Center is seeking a contractor to provide CNA training to its students.
- b. Contractor shall provide CNA training in accordance with the Ohio State Department of Health Nurse Aide Training and Competency Evaluation program standards and guidelines.
- c. Upon completion of the course, student must be equipped with the necessary skills to pass the State of Ohio examination.

Scope of Service (Specifications):

A. Contractor Service Requirements

- 1. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations, including but not limited to those regarding wages.

2. Contractor must meet the minimum qualifications as specified by the state of OHIO to provide CNA training.
3. Contractor shall provide training course and clinical experience hours in compliance with the State of Ohio regulations.
4. Training facility must be located in Cincinnati, OH area or within reasonable distance from the Job Corps Center.
5. The CNA training will be provided on a regular schedule agreeable to the Career Services Manager/Designee and with a written MOU maintained by both parties.
6. Revisions to schedules may be made by mutual consent. It is the Contractor's responsibility to contact the Career Services Manager/Designee concerning changes to schedules or address any training problems on a weekly basis.
7. Contractor must provide instructors that are qualified to teach the state curriculum to students with special accommodations i.e., IEP/ESL students.
8. Provide daily attendance to Cincinnati Job Corps Center records department by 9:30 AM.
9. Contractor will provide evaluations/progress report for each student on a weekly basis to the Career Services Manager.
10. Provide at least 2-days review for the state exam.
11. Provide at least 4-days review for students with special accommodations i.e., IEP/ESL students.
12. One day for skills and the second day for course review at no charge to the center.
13. Schedule tutoring for students that require it.
14. Provide certificate upon completion of the training course.
15. Allow Career Services Manager, Student Personnel Officer, and Safety/Security Manager to make announced/unannounced visits to the facility.
16. Contractor will provide quality Certified Nurse Assistant training and required mandated Training Achievement Record (TAR) (Job Corps specific training record and requirement). The TAR is to be completed by contractor staff and signed off by student once student has completed the assigned tasks. Upon completion of the program, a copy of the TAR will be submitted to Cincinnati Job Corps Center.

B. Program (and required Tuition) to include the following:

1. State Tested Nurse Aide exam
2. 2 Uniforms
3. 1 Pair White Shoes
4. Classroom Materials (Books and Study Guides)
5. Handbooks
6. 2-Step TB Test
7. Lab Fees
8. Student Insurance
9. 2-Day Review
10. 4-Day review for IEP and ESL students
11. 100% tuition reimbursement when class is canceled by the contractor or student withdraws within the first week of class.

ARTICLE III: On Center Staffing Requirement

Not applicable.

ARTICLE IV: Period of Performance

Standard facility contract year runs from June 1st through May 31st of the following year. The parties mutually agree that this agreement shall be in effect from the point when an award notification is provided to the subcontractor by the Center's Purchasing Agent.

ARTICLE V: Compensation/Payment/Limitation

A. Compensation

Remuneration for services rendered will be at a per student tuition rate for:

CJCC 2022 CONTRACT YEAR (June 1, 2022 through May 31, 2023) or whatever the remaining balance of the contract year shall be. This also includes any continuation of services as approved with the inclusion of optional year extensions if any are available.

B. Payment

Payment shall be made within thirty (30) days of receipt by the center operator of an acceptable invoice.

ARTICLE VI: Indemnification and Insurance

The subcontractor does hereby agree to indemnify and hold harmless the center operator; the center; the Department of Labor and their officers, agents, and employees from any claim, action, lawsuit or liability for injury or damage to any person or property arising out of performance of this agreement. The subcontractor is required to maintain a current professional liability policy with a limit of at least \$1,000,000 per claim, \$3,000,000 annual aggregate.

ARTICLE VII: Independent Contractor

This agreement is not intended by the parties to constitute or create a joint venture, partnership, formal business organization of any kind, or employer/employee relationship between the parties, and the rights and obligations of all parties shall be only those expressly set forth herein. Neither party shall have authority to bind the other except to the extent authorized herein. The parties to this agreement shall always remain as independent contractors, and neither party shall act as the agent for the other.

Subcontractor shall secure and keep current, at its own expense, all licenses and other certifications required by law or otherwise necessary to fulfill the statement of work. Subcontractor shall be solely and exclusively liable to third parties for all costs incurred by the subcontractor and for all claims of damage against the subcontractor arising out of or based on subcontractor's performance of this agreement, and is responsible for maintaining proper insurance, at the subcontractor's sole expense, to cover any and all such contingencies. Subcontractor shall also assume full responsibility for payment of any and all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws, with respect to subcontractor's performance under this agreement.

ARTICLE VIII: Termination of Agreement

This agreement may be terminated by the center operator, Department of Labor, or subcontractor upon thirty (30) days written notice. The notice shall be effective on the same date as duly posted in the United States mail, certified, addressed and postage paid. The notice shall be sent to the affected parties at:

To the center: Cincinnati Job Corps Center
Attn: Center Director
1409 Western Ave.
Cincinnati, OH 45214

To the center operator: Insights Training Group, LLC
327 N. Main Street
Marion, VA 24354

To the Subcontractor: _____

The center operator also reserves the right to terminate this agreement, in whole or in part, with or without notice.

ARTICLE IX: General Provisions

The parties agree that the following provisions are applicable to this agreement:

- A. That the subcontractor agrees to perform its services in accordance with professional standards and policies, procedures, and guidelines as may be established, from time to time, by the Department of Labor and/or the center operator. The subcontractor further agrees and acknowledges that the Department of Labor and the center operator reserve the right to change, modify, alter, and revoke the said policies, procedures, and guidelines.
- B. That no services under this agreement shall be delegated or subcontracted without the express written permission of the center operator.
- C. That the center operator may at any time, by written order, make reasonable requests for amendments and additions, within the general scope of this agreement, in the definition of services and tasks to be performed, the time, and the place of performance thereof.
- D. That the subcontractor shall maintain confidential records on each student. These records shall be maintained in accordance with all Department of Labor and Job Corps standards and shall be the property of the Department of Labor.
- E. That the subcontractor shall make no public statements with respect to this agreement or its work there under and shall issue no public statements or advertising or conduct research related thereto without the prior written approval of the Center Director and the Department of Labor.
- F. That the subcontractor shall provide the center operator with current copies of professional licenses and insurance certificates.
- G. That it is understood and agreed that the services provided by subcontractor are subject to monitoring and review by the Department of Labor.
- H. That this agreement is subject to the terms and conditions of the center operator's prime contract and certain provisions contained therein may be applicable to subcontractor. It is hereby understood and agreed that the provisions set forth in Attachment 1, if any, are hereby incorporated into this agreement by reference and shall have the same force and effect as though set out in full text herein.
- I. The agreement shall be construed and enforced in accordance with the laws of the state of Ohio.
- J. If any term or provision of this agreement is held to be illegal, invalid, void, and/or unenforceable, for any reason, such term or

provision shall be fully severable; this agreement shall be construed and enforced as if such illegal, invalid, void, and/or unenforceable term or provision had never comprised a part of this agreement; and the remaining terms and provisions of this agreement shall remain in full force and effect.

- K. This agreement can only be modified in writing executed by each of the parties or their authorized agents.
- L. This writing is intended by the parties to be the final expression of their agreement and is a complete and exclusive statement of its terms, and all communications, negotiations, considerations, and representations, whether written or oral, between the parties with respect to the subject matter of this agreement are incorporated. Other than as specifically set forth in this agreement, no representations, understandings, and/or agreements have been made or relied upon in the making of this agreement.
- M. Evaluation of Award:
Insights Training group, LLC anticipates the award of a single contract as a result of this solicitation to the responsible offeror whose proposal is responsive to the solicitations and is determined to be the best value. Selection of the best value is determined through the process of evaluating strengths and weaknesses of each Offeror's proposal in accordance with the evaluation criteria stated herein.

In determining the best value, credentials are more important than past performance. Credentials and past performance combined are more important than cost.

Insights Training Group, LLC is more concerned with obtaining a proposal demonstrating superior credentialing and past performance than making an award at the lowest evaluated cost. Thus, the closer or more similar in merit that the Offeror's credentials and past performance are evaluated to be the more likely the evaluated cost may be the determining factor in selection for award. However, Insights Training group, LLC will not make an award at the premium in cost that it considers disproportionate to the benefits associated with the evaluated superiority of the Offeror's credentials and past performance.

Section B

The Certified Nursing Assistant Program Provider agrees to adhere to the policies, procedures, and guidelines established by Job Corps. The undersigned further agree that the program provider will have primary responsibility to implement the program outlined above. The service provider, with the concurrence of the center director, may delegate by written and dated standing orders any of his/her responsibilities set forth in this contract to appropriate qualified staff.

It is understood that the Certified Nursing Assistant Program provided by the provider are subject to monitoring and review by Job Corps.

Under this agreement, the Certified Nursing Assistant Program provider is an independent contractor and not an employee or agent of the contractor or the Department of Labor, Job Corps. The Certified Nursing Assistant Program provider agrees to provide malpractice insurance to cover the Certified Nursing Assistant Program provider professional services to students. The Certified Nursing Assistant Program provider agrees to indemnify and save the center harmless from any expenses, including attorney's fees and also claims on account of damage to property or bodily injury (including death) which may be sustained by himself/herself or his/her employees in connection with work performed.

Vendor's Proposal

A. Certified Nursing Assistant Provider Information:

Name: _____

Address 1: _____

Address 2: _____

City, State, Zip Code: _____

B. Compensation

- 1.) First Year Base Period – (June 1, 2022 through May 31, 2024) Remuneration for CNA Training will be at the rate of **[\$_____]** dollars per student. State Exam Fee will be at a rate of **[\$_____]** dollars per student.
- 2.) Option Period 1 – (June 1, 2024 through May 31, 2025) Remuneration for CNA Training will be at the rate of **[\$_____]** dollars per student. State Exam Fee will be at a rate of **[\$_____]** dollars per student.
- 3.) Option Period 2 – (June 1, 2025 through May 31, 2026) Remuneration for CNA Training will be at the rate of **[\$_____]** dollars per student. State Exam Fee will be at a rate of **[\$_____]** dollars per student.
- 4.) Option Period 3 – (June 1, 2026 through May 31, 2027) Remuneration for CNA Training will be at the rate of **[\$_____]** dollars per student. State Exam Fee will be at a rate of **[\$_____]** dollars per student.

Signature Date

Print Name

Company

Address

City, State, Zip Code

Phone#

Email Address

Authorized Official (Signature) Date
Cincinnati Job Corps Center

Insights Corporate Finance Date

Attachment 1 – Terms and Conditions

This contract incorporates one or more clauses by reference, with the same force and affects as if they were given in full text. Upon request, the Buyer shall make their full text available. General terms and conditions are made part of this agreement – copies are available at:

WWW.INSIGHTSLLC.NET