

Physician Provider Subcontract

THIS IS A SUBCONTRACTING OPPORTUNITY PROPOSALS DUE 1/31/22

This Scope of Work is provided as a description of the physician-provided health care services required by the Shriver 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 Shriver Job Corps Center, a residential training and education institution located a 270 Jackson Road, Devens, MA
- 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 Massachusetts 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 and a health and wellness program to students. Therefore, the center operator hereby engages the subcontractor, and the subcontractor will agree to perform services related to the foregoing health and wellness program. Specifically, the subcontractor agrees to perform the tasks and services set forth in the statement of work that is attached to and hereby incorporated into this agreement as Attachment 1.

ARTICLE III: Staffing Requirements

Subcontractor is responsible for providing all staff necessary to fulfill the aforementioned agreement commitments. In conformity with the Policy and Requirements Handbook (PRH) staffing requirements, the minimum acceptable staff shall be one (1) Physician for 12 hours per week, 48 weeks per year December 1st through November 30th of each contract year.

The Center Director shall have the right to request removal and replacement of any staff assigned by the subcontractor as set forth herein. Subcontractor agrees to comply with any such request and the staff member may be replaced by the subcontractor as soon as practical at no cost to the center. A "Staff" for the purpose of this article shall mean and include professional and nonprofessional employees of the subcontractor. The subcontractor shall identify one health professional to assume the responsibilities of the center physician.

ARTICLE IV: Period of Performance

Standard facility contract year runs from December 1st through November 30th 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. The agreement also includes the possibility of 12-month extensions as approved.

ARTICLE V: Compensation/Payment/Limitation

A. Compensation

Remuneration for services rendered will be at a dollar-per-hour rate for:

SJCC 2021 CONTRACT YEAR (December 1, 2021 through November 30, 2022) 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 remain as independent contractors at all times, 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: Shriver Job Corp Center
Attn: Center Director
270 Jackson Road
Devens, MA 01434

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 health 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 2, 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 Massachusetts.
- 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.

CENTER PHYSICIAN STATEMENT OF WORK

Section A

The center and the center physician hereby agree that the services to be provided will include, but will not be limited to, those health and wellness services specified in the Job Corps Federal Regulations (Title 20 Code of Federal Regulations, Part 638.510) in the Job Corps Policy and Requirements Handbook (PRH) Chapter 6, and applicable Technical Assistance Guides (TAGs). These services include:

1. The development, implementation, and monitoring of the total center health and wellness program, to help students become and stay employed, including:

- Advising the center director and health services staff on all medical and health related matters. This shall include staffing requirements; the advisability of medical separations, including the furnishing of diagnosis, prognosis, and recommendations for future care; the utilization and cost of services; the personalization of patient care; and any other health areas deemed appropriate by the center physician and the center director.
- Consulting with center staff on ordering, accounting for, and safeguarding health equipment, supplies, and medications.
- With due regard for Job Corps requirements, the center physician will prioritize health needs and set program direction accordingly. To accomplish this, the center physician should confer with the health and wellness director (HWD), the center dentist, and center mental health consultant (CMHC), and meet with the center director or administrative officer on a monthly basis to review policies and expenditures for that period and establish restraints, if necessary, to stay within budgetary guidelines. The center physician may involve the regional health consultants in this process, if needed.
- Developing a system to promote the coordination and integration of the health components (medical, oral health, mental health, environmental health, and health education) with other center activities. This will be done in cooperation with the HWD, center dentist, and CMHC.
- Providing advice and assistance to health education instructors on the implementation of the health and wellness program and promoting health and wellness outside the clinic walls (i.e., out on center) to enhance employability of the total student population.
- Ensuring the maintenance, confidentiality, and safeguarding of all health records. Issuing and maintaining signed and dated standing orders for medical care in accordance with Technical Assistance Guide M: Standing Orders.
- Staying current on Job Corps policies and procedures via frequent communication with the center's HWD and review of the Job Corps health and wellness website.

2. Providing direct medical services to students, including:

- A cursory medical inspection for each student within the first 48 hours after arrival on center, and a definitive medical examination and health history of each student, within 14 days of arrival on center. The medical examination will include the interpretation of all routine laboratory tests. Although much of this work may be delegated, the center physician maintains the ultimate responsibility for the quality of work performed.
- Diagnosis and treatment of illness and injury, including the center physician's availability on center for acute illness and injury visits.
- Arrangements for preventive immunizations and detection and control of communicable diseases as specified in PRH-6: Appendix 601 and TAG B: Immunization and Communicable Disease Control.

- Provision of all necessary referrals for specialist and institutional care and assisting in reviewing follow up information from such off-center referrals.
- Providing a system of 24-hour emergency back-up coverage/referral.

Section B

The center physician agrees to adhere to the policies, procedures, and guidelines established by Job Corps. The undersigned further agree that the center physician will have primary responsibility to implement the program outlined above and may be assisted by the Job Corps National Office and/or health consultants. The center physician, 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. The center physician may delegate professional responsibilities set forth in this contract to another full- or part-time physician only with the center director's prior concurrence and a prior review of the secondary physician's qualifications by the regional director and regional medical consultant.

It is understood that the medical services provided by the center physician are subject to monitoring and review by Job Corps. The center physician may contact the regional medical consultant with any questions/concerns.

Under this agreement, the center physician is an independent contractor and not an employee or agent of the contractor or the Department of Labor, Job Corps. The center physician agrees to provide malpractice insurance to cover the physician's professional services to students. The center physician 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.

The center physician agrees to make no public statements concerning students or Job Corps activities without prior written approval of the center director or his designated representative.

All research projects and/or publications relating to Job Corps health activities will first be cleared through the National Office of Job Corps, Washington, D.C.

Vendor's Proposal

A. Physician Information:

Name: _____
Address 1: _____
Address 2: _____
City, State, Zip Code: _____

B. Compensation

- 1.) Base Period – (December 1, 2021 through November 30, 2023) Remuneration for services rendered will be at the rate of **[\$ ____]** dollars per hour.
- 2.) Option Period 1 – (December 1, 2023 through November 30, 2024) Remuneration for services rendered will be at the rate of **[\$ ____]** dollars per hour.
- 3.) Option Period 2 – (December 1, 2024 through November 30, 2025) Remuneration for services rendered will be at the rate of **[\$ ____]** dollars per hour.
- 4.) Option Period 3 – (December 1, 2025 through November 30, 2026) Remuneration for services rendered will be at the rate of **[\$ ____]** dollars per hour.

_____ Signature	_____ Date	_____ Authorized Official (Signature)	_____ Date
_____ Print Name		Shriver Job Corps Center	
_____ Company		Insights Corporate Finance	_____ Date
_____ Address			
_____ City, State, Zip Code			
_____ Phone#			
_____ Email Address			

***Please include all licenses, relative past performance, pertinent credentialing, resume, and any applicable insurance coverages (i.e., general & malpractice).**