

**LPN Subcontract
SH-009**

**THIS IS A SUBCONTRACTING OPPORTUNITY
PROPOSALS DUE 3/21/22**

This Scope of Work is provided as a description of the temporary LPN 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

This temporary LPN contract will run for a 26-week contract, 5-days per week for a total of 40 hours per week.

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.

ARTICLE IV: Period of Performance

This contract will be for 26-week, 5-days per week for a total of 40 hours per week.

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 dollar-per-hour rate for:

A 26-week contract, 5-days per week for a total of 40 hours per week.

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 to the responsible offeror whose proposal is responsive to the scope of work 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 that 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.

LPN STATEMENT OF WORK

Section A

Assists the Health and Wellness Director in planning, implementing, and evaluating an efficient wellness program consistent with the students' needs and Job Corps goals and objectives.

- Performs duties under the supervision of the Health and Wellness Director.
- Responsible for ensuring doctor's orders are followed in the Wellness Center and the care of all patients as prescribed.
- Maintains charts on all patients and compiles medical and dental records of terminated students.
- Notifies residential personnel of released patients.
- Maintains a record of all admissions and dismissals.
- Compiles various logs, records and reports, for example, wellness use, examinations and medication use.
- Maintains a record of all calls to on-call medical personnel.
- Dispenses prescribed medication.
- Assists with cursory examinations, sick call and wellness care.
- Serves as on-call nurse when schedules.
- Works to ensure performance management standards are met.
- Ensures that required property (equipment) controls are adhered to.
- Maintains current knowledge in CPR and First Aid
- Ensures that the facility is clean and safe at all times.
- Monitor's area of responsibility to ensure timely and high-quality services.
- Works toward meeting performance management goals.
- Follows CDSS plan and Code of Conduct system daily.
- Complies with all DOL guidelines, OFCCP regulation, Job Corps notices and bulletins, and Center policies and procedures.
- Maintains good housekeeping in all areas and complies with safety practices.
- Models, mentors, monitors appropriate Career Success Standards.
- Participation in PRH mandated staff training is mandatory.
- Perform other duties as assigned.

Attachment 2

TERMS AND CONDITIONS

Insights Training Groups, LLC Terms and Conditions can be found on Insights Website at www.insightslc.net.

Vendor's Proposal

A. Contractor Information:

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

B. Compensation

Period – (26-week contract, 5-days per week for a total of 40 hours per week.) 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).**