

Optometry Services Provider Subcontract

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

This Scope of Work is provided as a description of the Optometry Services provider health care 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 01434
- 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

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

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

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.

OPTOMETRY SERVICES SCOPE OF WORK

Section A

The center and the Optometry Service Provider 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. Subcontractor shall provide a full and thorough Eye Examination to the students of the Shriver Job Corps Center, as requested by the Health & Wellness Director (HWD) or designee. Exam must include inspection of sclera, lids, conjunctiva, cornea, and eye positions.
2. Subcontractor shall provide quality laboratory services to fill prescriptions for glasses, replace broken lenses, as well as adjustment and repair of frames as required. All eyeglasses must meet American National Standards Institute (ANSI) standards.
3. Subcontractor shall permit students of the Shriver Job Corps Center to select any style that does not exceed the schedule price. Students who select frames in excess of the schedule price will be responsible for payment of additional charge, unless specifically authorized by the Shriver Job Corps Center. Payment shall be made directly to subcontractor. Subcontractor shall bill the Shriver Job Corps Center for only those costs approved and outlined on the fee schedule.
4. Contact lenses will provide only when improvement of vision would be substantially greater than that achieved from glasses. Subcontractor shall obtain verbal approval from the Health & Wellness Director (HWD) prior to prescribing contact lenses.
5. The Shriver Job Corps Center will refer all students with refractive errors of 20/40 or worse on the Snellen Chart and/or J/6 or worse on the Jaeger or similar chart.
6. Subcontractor must supply the Health & Wellness Director with a copy of the full examination to place in the student's Job Corps Medical Record. Subcontractor must abide by all HIPAA policies including posting a Job Corps HIPAA Notice in the Subcontractor's Office.

OPTOMETRY SERVICES BID SHEET OFFER TO: Insights Training Group, LLC (ITG), Wellness Department, Shriver Job Corps Center 270 Jackson Road, Devens MA 01434

Due January 31, 2022 by 5:00 p.m. EST

Fee-For-Services must be provided for all services. ITG reserves the right to accept or reject, and/or contract separately with an independent provider without consideration of the bid, unless bidder specifies awards as "All or None."

	Base Period	Option Period # 1	Option Period # 2	Option Period # 3
	Dec 1, 2021 – Nov 30, 2022	Dec 1, 2023 - Nov 30, 2024	Dec 1, 2024 - Nov 30, 2025	Dec 1, 2025 - Nov 30, 2026
Material Charges	Rate	Rate	Rate	Rate
Single Vision Lenses with Frame				
Bifocal Lenses with Frame				
Trifocal Lenses with Frame				
Single Vision Lenses Only				
Bifocal Lenses Only				
Trifocal Lenses Only				
Frame Only				
Professional Fees	Rate	Rate	Rate	Rate
Eye Exam				
Dispensing Fee Lenses				
Dispensing Fee Frame				
Contact Lens Fitting				

Above rates include necessary labor, transportation, and supervision required to accomplish Scope of Work. Any additional charges for services or products that are not included in the above rates will be listed below:

Requested Payment Terms: (Net 30, Net 15, etc.): _____ Date _____

Company: _____ Duns# _____

Address -----

Signature: -----

Printed Name: Phone #:

Section B

The Optometry Service Provider agrees to adhere to the policies, procedures, and guidelines established by Job Corps. The undersigned further agree that the optometry service provider 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 optometry 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. The optometry service provider may delegate professional responsibilities set forth in this contract to another full- or part-time optometry service provider only with the center director's prior concurrence and a prior review of the secondary providers qualifications by the regional director and regional medical consultant.

It is understood that the optometry services provided by the provider are subject to monitoring and review by Job Corps.

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

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. Optometry Services Provider 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

Print Name

Company

Address

City, State, Zip Code

Phone#

Email Address

Authorized Official (Signature) Date
Shriver Job Corps Center

Insights Corporate Finance Date

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