

Mental Health Provider Subcontract
THIS IS A SUBCONTRACTING OPPORTUNITY

This Scope of Work is provided as a description of the Mental Health Services required by the Muhlenberg Job Corps Center operated by Insights Training Group LLC under Contract with the United States Department of Labor (See Attachment 1).

ARTICLE I: Definitions

- A. "Center" as used in this agreement shall mean the Muhlenberg Job Corps Center, a residential training and education institution located at 3875 State Route 181 N, Greenville KY 42345.
- 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 Insights Training Group LLC located at 327 N. 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 Kentucky 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 hereby agrees to perform services related to the foregoing health and wellness program. Specifically, the subcontractor will agree to perform the tasks and services set forth in the statement of work that is attached to and hereby incorporated into this proposal 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) Mental Health Consultant for an average of thirty five (35) hours per week, 48 weeks per year, from February 1st through January 31st of each contract year. (This is a standard 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 mental health consultant. In addition to the direct health services that shall be provided at the center, the center health consultant shall oversee the development, implementation, and monitoring of the total center mental health and wellness program, which is subject to the approval of the Center Director.

ARTICLE IV: Period of Performance

Standard facility contract year runs from February 1st to January 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. The agreement also includes the possibility of 12-month extensions as approved.

ARTICLE V: Compensation/Payment/Limitation

A. Compensation

Remuneration for services will be proposed at a dollars-per-hour rate for:

MJCC CONTRACT YEAR (February 1, 2022 through January 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 will 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 proposed 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 proposed agreement shall remain as independent contractors at all times, and neither party shall act as the agent for the other.

Subcontractor will 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 proposed 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 proposed agreement.

ARTICLE VIII: Termination of Agreement

This proposed agreement may be terminated by the center operator, 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: Muhlenberg Job Corp Center
Attn: Center Director
3875 State Route 181 N,
Greenville KY 42345

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

To 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.
- 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 proposed 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 Kentucky.

- 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 solicitation 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. And, 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 a premium in cost that it considers disproportionate to the benefits associated with the evaluated superiority of the offeror's credentials and past performance.

MENTAL HEALTH CONSULTANT STATEMENT OF WORK

The role of the Center's Mental Health Consultant is to provide mental health services to the students that will include, but will not be limited to those health services specified in the Department of Labor, Job Corps Regulations (Title 20, Code of Federal Regulations, 628), Job Corps Policy and Requirements Handbook, Chapter 6 2.8, Job Corps Health Program Guide, TAG 6-D2.3 and other Job Corps Health Directives.

Subcontractor shall provide mental health services for students, including but not limited to:

1. Assessment and possible diagnosis, to include:
 - Review Social Intake Form (SIF) or intake assessment performed by counseling staff of students who indicate mental health history current mental health problems, or who request to see the center mental health consultant within 1 week of arrival.
 - Mental health assessments with recommendations for referred students.
2. Mental health promotion and education, to include:
 - Minimum of a 1-hour presentation on mental health promotion for all new students during the Career Preparation Period with an emphasis on employability.
 - At least one annual center-wide mental health promotion and education activity.
 - Clinical consultation with Center Director, management staff and health and wellness manager regarding mental health related promotions and education efforts for students and staff.
 - Coordination with other departments/programs on center to develop integrated promotion and education services.
3. Treatment to include:
 - Short term counseling with mental health checks as needed. The focus of these sessions should be on retention and behaviors that represent employability barriers.
 - Collaboration with Trainee Employee Assistance Program (TEAP) Specialists in the short term counseling for students with co-occurring conditions of mental health and substance use.
 - Collaboration with center physician and health and wellness staff on psychotropic medication monitoring of stable students, with the advice of consulting psychiatrist, if appropriate.
 - Collaboration with counseling staff in developing and/or leading psycho-educational skill building groups to promote (e.g., relaxation training, anger management, mood regulation, assertiveness skills, handling relationships, sleep, hygiene, etc.).
 - Information exchange through regular case conferences between the center mental health consultant, counselors and other appropriate staff members based on individual student needs.
 - Crisis intervention, as needed
 - Referral to off-center mental health professionals or agencies.

