

Nurse Practitioner Provider Subcontract

THIS IS A SUBCONTRACTING OPPORTUNITY PROPOSALS DUE 2/28/22

This Scope of Work is provided as a description of the nurse practitioner-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.
- 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) nurse practitioner for 6 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 nurse practitioner.

ARTICLE IV: Period of Performance

Standard facility contract year runs from December 1 through November 30 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, 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 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.

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 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 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 NURSE PRACTITIONER STATEMENT OF WORK

Section A

The center and the center nurse practitioner 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 2, and applicable Technical Assistance Guides (TAGs). These services include:

NURSE PRACTITIONER STATEMENT OF WORK FOR SERVICES AT SHRIVER JOB CORPS CENTER FOR PERIOD DEFINED BELOW. Services will include oversight by subcontracted Physician.

A. Medical

- i. Assessment and diagnosis of illness and injury, to include:
 1. cursory medical evaluation by a qualified health profession; must be completed within 48 hours after the student's entry.
 2. Entrance physical examination by a qualified health professional within 14 days after entry using Job Corps approved history and physical forms.
 3. Required entry laboratory studies
 - a. Hemoglobin or hematocrit
 - b. Pregnancy test (all females)
 - c. Pap smear (all females 21 years of age and older)
 - d. Chlamydia and gonorrhea testing
 - e. HIV testing
 - f. Urine drug screen
 4. Immunizations, to include boosters for incomplete immunizations series, and hepatitis B vaccine for health occupations training students.
 5. Tuberculin skin test (Mantoux)
 6. Vision and hearing screening.
 7. Daily walk-in clinic and appointment system for above and for episodic illness or injury assessment by center physician and/or nurse.
 8. Inpatient unit visits for minor conditions, such as respiratory infections, or flu symptoms.
- ii. Treatment, as highlighted below, will be provided when necessary. Third-party payer information will be given to providers when off-center care is required.
 1. Primary emergency care for illness and injury, including first aid and CPR, and secondary care within capabilities, e.g., injection of epinephrine, and immediate transfer to hospital emergency room for specialized diagnosis and treatment, if needed.
 2. Treatment of urgent and other conditions not needing specialized care and that are within the capabilities of qualified health professionals on staff.
 3. Management of chronic health conditions as directed by qualified health professionals.
 4. Referral to off-center physicians for detailed specialized assessment.
 5. Access to prescription medications.

If a student sustains an on-the-job injury that requires extensive or specialized treatment, he or she will be medically separated as a Medical Separation with Reinstatement Rights (MSWR) and a referral will be sent to the Office of Workers' Compensation Programs (OWCP)

Section B

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

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

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

Attachment 2

Insights Training Group, LLC Terms and Conditions can be found at www.insightslc.net

Vendor's Proposal

A. Nurse practitioner Information:

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

B. Compensation

- 1.) Base Period – (March 1, 2022 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)

Shriver Job Corps Center

Date

Insights Corporate Finance

Date

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