

**DENTAL ASSISTANT
SUBCONTRACT**

THIS IS A SUBCONTRACTING OPPORTUNITY

This Scope of Work is provided as a description of the dentist assistant services required as set forth below for the Shriver Job Corps Center, operated by Insights Training Group under contract with the Department of Labor (See Attachment 1).

ARTICLE I: Definitions

- A. "Center" as used in this agreement shall mean the Shriver Job Corps Center, a residential training and education institution located at 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 Insights Training Group, 327 N. 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 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 hereby agrees 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) dental assistant for an average of twelve (12) hours per week, 48 weeks per year. This contract is for the period starting 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. "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 to 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 proposed at a dollars-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; the center operator; 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, 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 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 the 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 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. 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.

Attachment 1

DENTIST ASSISTANT

STATEMENT OF WORK

(Oral Health Services)

Subcontractor shall provide adequate licensed personnel to perform dental services for students, including but not limited to:

- Providing a Dental readiness inspection within 14 days after the student's arrival at the center. Document this exam on the entrance physical exam form. Dentist may train and designate another health staff to complete these exams if needed.
- Elective oral exam including bitewing x-rays upon students request for follow up on dental readiness exam
- Providing a student with a written diagnosis and treatment plan. With opportunity to accept or decline services. If services are declined, student may at any time choose to have the elective work completed.
- Establishing treatment according to priority classification and within program constraints.
- Providing basic dental care, as defined by the Job Corps PRH.
- Providing oral health education.
- Establishing an appropriate referral system to ensure the receipt of specialty care as defined in the PRH and within budget constraints.
- Providing or arranging for 24-hour emergency coverage.
- Participating in the coordination and integration of the oral health program with the wellness components, center activities, and center-community activities.
- Maintaining the accuracy and confidentiality of all required oral health and wellness records when they are in the subcontractor's presence.
- Providing support to the students in acquiring the oral health-related skills, knowledge, and attitudes that will make them employable.
- Promoting opportunities for the students to practice the skills that will help make them employable.
- Developing and complying with Job Corps infection control policies and procedures.
- Reviewing and signing standing orders annually for dental care in accordance with the Technical Assistance Guide on Standing Orders.
- Enforcing appropriate student workplace behavior when students are in the dental office or waiting area.

- Arranging appropriate medical separations in conformity with the PRH.
- Collecting data and preparing reports as required by the Center Director and/or the Department of Labor.
- Advising/consulting as requested with the Center Director and center staff on oral health and dental programmatic issues.
- Cooperating with corporate and Regional Office center assessments.
- Ensuring that regular preventive maintenance is provided to the dental equipment.

Attachment 2

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

Vendor's Agreement

A. Dentist 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).**