**DENTAL PROVIDER**

**SUBCONTRACT**

**This Scope of Work** is provided as a description of the dental services required as set forth below for the Blue Ridge Job Corps Center, operated by Serrato Corp under contract number DOL-ETA-16-C -00058.

**ARTICLE I: Definitions**

1. "Center" as used in this agreement shall mean the Blue Ridge Job Corps Center, a residential training and education institution located at 245 W. Main St., Marion, VA 24354
2. "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.
3. "Center operator" as used in this agreement shall mean Serrato Corp, 135 W. Council Street, Tucson, AZ 85701
4. "Students" as used in this agreement shall mean those individuals who are enrolled in the center and entitled to services as hereinafter defined.
5. "Subcontractor" as used in this agreement shall mean individual, or firm, whose personnel are certified and/or licensed by the state of Virginia as required, and who is presenting this proposal for consideration.
6. "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) dentist for an average of six (6) hours per week through March, 2017.

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.

The subcontractor shall identify one health professional to assume the responsibilities of the center dentist. In addition to the direct health services that shall be provided at the center, the center dentist shall oversee the development, implementation, and monitoring of the total center oral health and wellness program, which is subject to the approval of the Center Director.

**ARTICLE IV: Period of Performance**

The parties mutually agree that this agreement shall be in effect through March 31, 2017, with the possibility of an extension at the discretion of the Center Director.

**ARTICLE V: Compensation/Payment/Limitation**

**A. Compensation**

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

1. 9-Month Base Period (through March 31, 2017)

**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: Blue Ridge Job Corp Center

Attn: Center Director

245 W. Main St.

Marion, VA 24354

To the center operator: Serrato Corp

35 W. Council Street

Tucson, AZ 85701

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:

1. 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.
2. That no services under this agreement shall be delegated or subcontracted without the express written permission of the center operator.
3. 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.
4. 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.
5. 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.
6. That the subcontractor shall provide the center operator with current copies of professional licenses and insurance certificates.
7. That it is understood and agreed that the services provided by the subcontractor are subject to monitoring and review by the Department of Labor.
8. 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.
9. The agreement shall be construed and enforced in accordance with the laws of the state of West Virginia.
10. 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.
11. This agreement can only be modified in writing executed by each of the parties or their authorized agents.
12. 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.

Attachment 1

**STATEMENT OF WORK**

(Oral Health Services)

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

1. Providing a mandated oral examination and the development of an oral health and wellness plan between the 45th and 75th day after the student's arrival at the center.
2. Providing a written diagnosis and treatment plan as part of an oral health and wellness plan for each student and obtaining agreement for voluntary care before proceeding with treatment.
3. Establishing treatment according to priority classification and within program constraints.
4. Providing basic dental care, as defined by the Job Corps PRH.
5. Providing oral health education.
6. Establishing an appropriate referral system to ensure the receipt of specialty care as defined in the PRH and within budget constraints.
7. Providing or arranging for 24-hour emergency coverage.
8. Participating in the coordination and integration of the oral health program with the wellness components, center activities, and center-community activities.
9. Maintaining the accuracy and confidentiality of all required oral health and wellness records when they are in the subcontractor's presence.
10. Providing support to the students in acquiring the oral health-related skills, knowledge, and attitudes that will make them employable.
11. Promoting opportunities for the students to practice the skills that will help make them employable.
12. Developing and complying with Job Corps infection control policies and procedures.
13. Reviewing and signing standing orders annually for dental care in accordance with the Technical Assistance Guide on Standing Orders.
14. Enforcing appropriate student workplace behavior when students are in the dental office or waiting area.
15. Arranging appropriate medical separations in conformity with the PRH.
16. Collecting data and preparing reports as required by the Center Director and/or the Department of Labor.
17. Advising/consulting as requested with the Center Director and center staff on oral health and dental programmatic issues.
18. Cooperating with corporate and Regional Office center assessments.
19. Ensuring that regular preventive maintenance is provided to the dental equipment.

Attachment 2.

**INCORPORATED CLAUSES**

The following contract clauses are hereby incorporated by reference and can be found at[*http://www.horizonsyouthservices.com/HYS-Web/DesktopDefault.aspx?tabid=558*](http://www.horizonsyouthservices.com/HYS-Web/DesktopDefault.aspx?tabid=558). Click on the “ABOUT” tab and follow the link to the “Doing Business with HYS” tab; follow the link to the “General Terms and Conditions”.

**Vendor’s Proposal**

**A. Dental Provider’s Information:**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address 1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address 2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip Code:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**B. Compensation**

1. 9-Month Base Period – (Through March 31, 2017) Remuneration for services rendered will be at the rate of [$\_\_\_\_\_\_\_\_\_\_\_\_] dollars per hour for an average of six (6) hours per week.

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Signature Date

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Print Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company

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Address

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City, State, Zip Code

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Phone#

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Fax#

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Email Address