**HEALTH PROVIDER SUBCONTRACT**

**This Scope of Work** is provided as a description of the physician-provided health care services required by the Blue Ridge Job Corps Center operated by Serrato Corp under Contract number DOL-ETA-16-C-0058 with the United States Department of Labor.

**ARTICLE I: Definitions**

1. "Center" as used in this proposal 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 proposal 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 proposal shall mean the Serrato Corp, 135 W. Council Street, Tucson, AZ 85701
4. "Students" as used in this proposal shall mean those individuals who are enrolled in the center and entitled to services as hereinafter defined.
5. "Subcontractor" as used in this proposal shall mean the 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 proposal 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 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 will be 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) doctor for an average of four (4) hours per week through March 31, 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. 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 physician.

**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 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 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 proposed agreement. The subcontractor will be 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 will 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 will be responsible for maintaining proper insurance, at the subcontractor's sole expense, to cover any and all such contingencies. Subcontractor will 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: Blue Ridge Job Corp Center

Attn: Center Director

245 W. Main St., Marion, VA 24354

To the center operator: Serrato Corp

 135 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 will 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.
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 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 proposed 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 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.
13. This agreement is subject to the approval of the Department of Labor.

Attachment 1

**CENTER PHYSICIAN STATEMENT OF WORK**

**Section A**

The center and the center physician will 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. The development, implementation, and monitoring of the total center health and wellness program, to help students become and stay employed, including:

1. Advising the center director and health services staff on all medical and health related matters. This shall include staffing requirements; the advisability of medical separations, including the furnishing of diagnosis, prognosis, and recommendations for future care; the utilization and cost of services; the personalization of patient care; and any other health areas deemed appropriate by the center physician and the center director.
2. Consulting with center staff on ordering, accounting for, and safeguarding health equipment, supplies, and medications.
3. With due regard for Job Corps requirements, the center physician will prioritize health needs and set program direction accordingly. To accomplish this, the center physician should confer with the health and wellness manager (HWM), the center dentist, and center mental health consultant (CMHC), and meet with the center director or administrative officer on a monthly basis to review policies and expenditures for that period and establish restraints, if necessary, to stay within budgetary guidelines. The center physician may involve the regional health consultants in this process, if needed.
4. Developing a system to promote the coordination and integration of the health components (medical, oral health, mental health, environmental health, and health education) with other center activities. This will be done in cooperation with the HWM, center dentist, and CMHC.
5. Providing advice and assistance to health education instructors on the implementation of the health and wellness program and promoting health and wellness outside the clinic walls (i.e., out on center) to enhance employability of the total student population.
6. Ensuring the maintenance, confidentiality, and safeguarding of all health records. Issuing and maintaining signed and dated standing orders for medical care in accordance with Technical Assistance Guide M: Standing Orders.
7. Staying current on Job Corps policies and procedures via frequent communication with the center's HWM and review of the Job Corps health and wellness website.

2. Providing direct medical services to students, including:

1. A cursory medical inspection for each student within the first 48 hours after arrival on center, and a definitive medical examination and health history of each student, within 14 days of arrival on center. The medical examination will include the interpretation of all routine laboratory tests. Although much of this work may be delegated, the center physician maintains the ultimate responsibility for the quality of work performed.
2. Diagnosis and treatment of illness and injury, including the center physician's availability on center for acute illness and injury visits.
3. Arrangements for preventive immunizations and detection and control of communicable diseases as specified in PRH-6: Appendix 601 and TAG B: Immunization and Communicable Disease Control.
4. Provision of all necessary referrals for specialist and institutional care and assisting in reviewing follow up information from such off-center referrals.
5. Providing a system of 24-hour emergency back-up coverage/referral.

**Section B**

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

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

Under this proposed agreement, the center physician will be an independent contractor and not an employee or agent of the contractor. The center physician will agree to provide malpractice insurance to cover the physician's professional services to students. The center physician will agree 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 physician will agree 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.

**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. Physician’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 eighteen (18) hours per week.

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Signature Date

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Print Name

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Address

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City, State, Zip Code

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Email Address