

Cherokee Nation

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REQUEST FOR PROPOSALS

Nurse Practitioner or Physicians Assistant Services
Talking Leaves Job Corps



Acquisition Management
on behalf of Talking Leaves Job Corps

CHEROKEE NATION
P.O. Box 948
Tahlequah, OK 74465
(918) 456-0671

I. Introduction

The Cherokee Nation is the federally recognized government of the Cherokee people and thereby has sovereign status granted by treaty and law. Tribal sovereignty is the right to self-governance. The seat of tribal government is the W.W. Keeler Complex near Tahlequah, Oklahoma, capital of the Cherokee Nation. The Talking Leaves Job Corps is operated and ran by the Cherokee Nation. The purpose of Talking Leaves Job Corps is to assist youth in completing their education and the development of vocational skills to be a productive citizen in society.

II. Summary

The Cherokee Nation now seeks vendors to submit proposals from physicians to provide health and wellness services, health consultation and assistance in the development, implementation, and monitoring of the total center health, and wellness program to help students at the Talking Leaves Job Corp (TLJC). Services will be rendered at the Talking Leaves Job corps located at 22717 S. Bald Hill Rd., Tahlequah, OK 74464. Interested parties are requested to review the following documentation and provide a written proposal, and a point-of-contact for interview and idea presentation.

III. Proposal Requirements

Proposals should include, but are not limited to, the following:

- A. Experience
- B. Timeframe – to start service if successful, and planned outline of time spent with students, and training
- C. References – provide list of references including name of company, contact name and phone number, and/or letters of reference.
- D. Costs – provide itemized listing of cost and grand total for entire project.
- E. Service
- F. Copies of Credentials for Staff to be utilized if selected as successful proposal.

General Information/Requirements

Questions must be submitted in written format to fax (918) 458-7695, or e-mailed to jeananna-hendricks@cherokee.org. Questions must be submitted no later than **June 27, 2024**. Responses to questions will be posted on the website www.cherokeebids.org no later than **July 03, 2024**.

Responses must include a written proposal addressing, at a minimum, each of the outlined requirements. **Interested bidders are requested to submit five (5) copies of the proposal.**

Responses must be submitted in a sealed envelope no later than 5:00 p.m. on July 12, 2024. Responses may be mailed to Cherokee Nation, Sealed Bid: Nurse Practitioner/Physicians Assistant Services, Attn: Jeananna Hendricks, P.O. Box 948, Tahlequah, Oklahoma 74465, or hand-delivered to Cherokee Nation, Sealed Bid: Nurse Practitioner, Attn: Jeananna Hendricks, 17675 S. Muskogee, Tahlequah, OK 74464.

Proposals will be accepted from Indian and Non-Indian firms. Indian preference will be given to those firms certified as Indian-owned by the Cherokee Nation Tribal Employment Rights Office (TERO), P.O. Box 948, Tahlequah, Oklahoma, 74465. Proof of certification must accompany all proposals.

Notification of acceptance of proposal will be made via written communication with original to follow via mail.

The Cherokee Nation reserves the right to determine a proposal acceptable in terms of meeting RFP requirements. The Cherokee Nation reserves the right to accept or reject any and all proposals received and to negotiate with bidders regarding the terms of their proposals or parts thereof. The Cherokee Nation reserves the right to award a contract in the best interests of the Cherokee Nation.

Modification of Proposal - Any bidder may modify their proposal at any time prior to the scheduled closing time for receipt of proposals, provided such communication is received in writing by the Cherokee Nation prior to the closing time.

Subcontracts - The Cherokee Nation will contract only with the Contractor. Should the Contractor propose to employ a Subcontractor, the request must be made in writing to the Director of Acquisition Management. The Nation must approve in writing any person, firm, or party proposed by the bidder to award a subcontract. The Cherokee Nation, in giving such acceptance, assumes no responsibility in connection with the terms of the subcontract and their performance will be the responsibility of the Contractor.

Conditions of Work - Each bidder must inform themselves fully of the scope of work of this Request for Proposal. Failure to do so will not relieve a successful bidder of his obligation to carry out the provisions of a contract resulting from this proposal. Insofar as possible, the bidder, in performing work under this contract, will employ such methods or means as will not cause any interruption of or interference with the work of the Cherokee Nation.

Interpretation of the Request for Proposal - Interpretation of the meaning of the Request for Proposal will be made in writing only. Requests for interpretation shall be submitted in written format to Jeananna Hendricks, at fax number (918) 458-7695 or e-mailed to jeananna-hendricks@cherokee.org by the given date and time. Any and all such interpretations and supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be faxed or e-mailed to all prospective bidders (at the respective fax numbers or e-mail addresses furnished for such purposes). Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters - The bidder certifies to the best of its knowledge and belief that the bidder, the firm, or any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or Indian tribe. The bidder will also certify they have not, within a three-year period preceding this Request for Proposal, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local or Tribal) contract or

subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commissions of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision. The bidder certifies they have not, within a three-year period preceding this Request for Proposal, had one or more contracts terminated for default by a Federal, State, Local or Tribal agency.

The bidder shall provide immediate written notice to the Cherokee Nation if, at any time prior to contract award, the bidder learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making award. If it is later determined the bidder knowingly rendered an erroneous certification, in addition to other remedies available to the Cherokee Nation; the Cherokee Nation may terminate the contract resulting from this Request for Proposal for default.

Confidentiality - It is understood any information submitted to the bidder by the Cherokee Nation in respect to this Request for Proposal embodies certain proprietary information and is loaned to the bidder on a confidential basis. Any information acquired at the Cherokee Nation or otherwise relating to processes belonging to the Cherokee Nation incorporated into this project shall be kept confidential. The bidder agrees not to use in any unauthorized manner or communicate to others any such confidential items without the prior written consent of the Cherokee Nation and will undertake such measures as are necessary to require its employees and all approved subcontractors to maintain complete confidentiality.

TERM:

The term of the Agreement shall be from **August 1, 2024 to July 31, 2026**. With the option to extend for three (3) additional fiscal years with one (1) year term based on satisfactory performance and agreement of both parties.

The PROVIDER agrees to:

Section A:

The center and the center physician hereby agree that the services to be provided will include, but 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. Assessment and diagnosis of illness and injury, to include:
 - Cursory medical evaluation by a qualified health professional; must be completed within 48 hours after entry of student.
 - Entrance physical examination by a qualified health professional within 14 days after entry using Job Corps approved history and physical forms.
 - Required Entry laboratory studies
 - Immunizations, to include boosters for incomplete immunization series, and hepatitis B vaccine for health occupations training students.
 - Tuberculin skin test
 - Daily walk-in clinic and appointment system for above and for episodic illness or injury assessment by Center Physician and/or nurse.
 - Inpatient unit (during office hours) for minor conditions, such as respiratory infections, or fly symptoms.

2. Treatment, as highlighted below, will be provided when necessary. Third party payor information will be given to providers when off center care is necessary.
 - 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.
 - Treatment of urgent and other conditions not needing specialized care, within capabilities of qualified health professionals.
 - Management of chronic health conditions as directed by qualified health professionals.
 - Referral to off-center physicians for detailed specialized assessment.
 - Access to prescription medications.
 - If a student sustains an on-the-job injury that requires extensive of specialized treatment, he or she will be medically separated with reinstatement rights and a referral to the Office of Workers' Compensation Programs (OWCP).
3. Consulting with center staff on ordering, accounting for, and safeguarding health equipment, supplies, and medications.
4. 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 director (HWD), the center dentist, and center mental health consultant (CMHC), and meet with the center director or administrative office 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.
5. 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 HWD, center dentist, and CMHC.
6. 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.
7. Ensuring the maintenance, confidentiality, and safeguarding of all health records.
8. Staying current on Job Corps policies and procedures via frequent communication with the center's HWD and review of the Job Corps health and wellness website.
9. Center Nurse Practitioner or Physicians Assistant shall provide 4 hours of service weekly not to exceed one hundred ninety-two (192) hours of service during the term of this agreement.
10. Assure the issuance, maintenance, confidentiality, and safeguarding of all necessary health records maintained at TLJC. Health records maintained at

TLJC shall be maintained by TLJC'S Health Department. Copies of all case notes and records shall be forwarded to the TLJC National Health Office, Washington D.C., and made a part of the students' health records upon written consent of each student, or parent or legal guardian.

11. Selected provider shall agree to make no public statements concerning TLJC participants or activities without the prior written approval of the Cherokee Nation and TLJC.
12. Selected provider is prohibited from publishing and/or dissemination information of data resulting from work performed with the prior written approval of the Cherokee Nation and the TLJC National Health Office.
13. Selected provider shall be responsible for ensuring all employees and/or assistants assigned for services at TLJC have not been convicted of any sex offense, child abuse and/or neglect, any crime relating to any felony, or any drug and/or alcohol related offense. The selected provider shall ensure each employee and/or assistant submits to the Cherokee Nation a "Cherokee Nation Declaration for Prospective Interns, Volunteers, or Independent Contractors" form.

Section B:

The Center Nurse Practitioner or Physicians Assistant agrees to adhere to the policies, procedures, and guidelines established by Job Corps. The undersigned 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 dated written authorizations and 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 nurse practitioner or physicians assistant are subject to monitoring and review by the Center Physician and Job Corps. The center physician may contact the regional office.

The PROVIDER must submit monthly invoices to TLJC no later than the 15th day of each month for services rendered. The monthly invoice shall state the number of hours worked (4 hours per week), date(s) services provided, and amount.

Any travel incurred under this Agreement shall be included in the PROVIDER'S fee and is the responsibility of the PROVIDER unless otherwise stipulated by the NATION.

Hereby affirms he has not been convicted in this state or any other state of any sex offense, child abuse and/or neglect, any crime relating to any felony or any drug and/or alcohol related offense.

Maintain malpractice insurance coverage in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Five Hundred Thousand Dollars (\$3,500,000.00) per aggregate. The PROVIDER shall provide to TLJC certificates of insurance demonstrating coverage and naming Cherokee Nation as an additional insured within ten (10) days of execution of the Agreement. Said certificates of insurance shall contain a thirty (30) days cancellation clause. The PROVIDER agrees to maintain such coverage with limits of liability and coverage required during the term of the Agreement.

TLJC/The NATION agrees to:

1. Provide access to all necessary student records and adequate office and consultation space.
2. Process payments to the PROVIDER within a reasonable time, upon receipt and approval of each of the PROVIDER'S original invoices.
3. Insure the PROVIDER adheres to the policies, procedures, and guidelines established by the NATION.

GENERAL PROVISIONS:

1. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the United States and where applicable, the laws of the Cherokee Nation. If it should appear that any of the Agreement terms are in conflict with any rule of law or statutory provision of the United States, or where applicable, with any rule of law or statutory provision of the Cherokee Nation, such conflict shall be deemed inoperative and null and void insofar as it may be in conflict with such law, and shall be deemed modified to conform to such rule of law.
2. This Agreement contains the complete expression of the parties' agreement with respect to the subject matter hereof, and shall bind the parties, their successors and assigns. There are no previous or contemporary understandings, representations, or warranties not set forth herein. No subsequent amendment or modification of this Agreement shall be of any force or effect unless in writing and signed by the parties to be bound thereby. No provision of this Agreement shall be considered waived by the NATION unless such waiver is in writing and signed by the NATION. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the provisions of this Agreement unless expressly stipulated in such waiver. The parties' further state to the best of their knowledge, no employee of the NATION who exercises any functions or responsibilities in connection with the performance hereunder has any personal interest, direct or indirect, in this Agreement. This Agreement shall supersede any and all written or oral statements, agreements, and/or representations of the parties made prior to or contemporaneously with the execution hereof. The parties agree their respective performances hereunder shall be governed by an obligation of good faith.
3. This Agreement may be terminated or canceled by either party with or without cause upon ninety (90) days written notice by certified letter. In the event this Agreement is terminated or canceled by either party, the NATION shall compensate the PROVIDER only for services provided up to the point of termination or cancellation.
4. This Agreement may be modified by written mutual consent of both parties and concurrence of the United States Department of Labor.
5. The NATION and the PROVIDER hereby agree the services specified in this Agreement may not be delegated or assigned without the prior written approval of the NATION.
6. The parties hereto stipulate and agree the PROVIDER is an independent contractor, and the NATION is interested only in the results of the PROVIDER'S services and shall not control the means and methods by which the PROVIDER'S services are rendered. The PROVIDER is not eligible for Federal, Social Security, State Workers' Compensation, or Unemployment Insurance Benefits from the NATION by virtue of payment received and shall be responsible for all federal and state taxes related to payments received from the NATION under this Agreement.
7. The PROVIDER shall indemnify, defend and hold harmless the NATION, its employees, agents, and representatives from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, costs and expenses of whatsoever kind or nature, whether arising before or after the completion of the work in a manner directly or indirectly caused, claimed to be caused, by the reason of

any act, omission, or negligence, whether active or passive of the PROVIDER or of anyone acting under the PROVIDER'S direction or control, or on his behalf, in connection with or incident to the performance of this Agreement.

8. This Agreement is subject to approval by the United States Department of Labor.
9. All publications related to the PROVIDER'S performance hereunder shall be cleared through the NATION and the TLJC National Health Office.
10. The PROVIDER agrees to make no public statement concerning TLJC students or activities without prior written permission of the NATION and the TLJC Center Director or his/her authorized designee.
11. The PROVIDER will assure the maintenance, confidentiality, and safeguarding of all necessary mental health records maintained outside of TLJC. Mental health records at TLJC shall be maintained by the TLJC'S Health Department. Copies of all case notes and records shall be forwarded to the TLJC National Health Office and made a part of the students' health records upon written consent of each student (18 years of age and over), or if required, written consent of each student's parent or legal guardian.
12. The NATION'S obligation for payment under this Agreement is contingent upon the availability of appropriated funds from which payment for services can be made. Funds are available for performance under this Agreement when appropriated or authorized by the Tribal Council of the Cherokee Nation. No legal liability on the part of the NATION for any payment may arise hereunder until funds are made available by the designated officer of the NATION for performance and until the PROVIDER receives notice of availability from the NATION'S designated officer.
13. Vendors please refer to the following website for Federal Acquisition Regulation Flow-Down Clauses:

http://www.cherokee.org/Portals/0/Documents/2011/6/31712FLow_down_clauses_v2.pdf