

*This document is a draft of a planned Solicitation and is subject to change without notice.*



**REQUEST FOR QUALIFICATIONS(EPPRFQ)  
EVENT NO.: EVN0039842  
EVENT TITLE: HEAD START PROGRAM MEDICAL HEALTH SERVICES POOL**

**ISSUED BY MIAMI-DADE COUNTY:**  
Strategic Procurement Department  
(Through the Expedited Purchasing Program)  
for  
Community Action and Human Health Services Department

**MIAMI-DADE COUNTY CONTACT FOR THIS SOLICITATION:**

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**PROPOSALS DUE:**  
**November xx, 2025**

**IT IS THE POLICY OF MIAMI-DADE COUNTY (COUNTY) THAT ALL ELECTED AND APPOINTED COUNTY OFFICIALS AND COUNTY EMPLOYEES SHALL ADHERE TO THE PUBLIC SERVICE HONOR CODE (HONOR CODE). THE HONOR CODE CONSISTS OF MINIMUM STANDARDS REGARDING THE RESPONSIBILITIES OF ALL PUBLIC SERVANTS IN THE COUNTY. VIOLATION OF ANY OF THE MANDATORY STANDARDS MAY RESULT IN ENFORCEMENT ACTION.  
(SEE IMPLEMENTING ORDER 7-7)**

**Electronic Proposal responses to this RFP are to be submitted through a secure mailbox at Integrated Financial Resources Management System (INFORMS) until the date and time as indicated in this document.** It is the sole responsibility of the Proposer to ensure its Proposal reaches INFORMS before the Solicitation closing date and time. There is no cost to the Proposer to submit a Proposal in response to a Miami-Dade County Solicitation via INFORMS. Electronic Proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. Proposers must allow sufficient time to complete online forms and upload all Proposal documents. All information and documents must be fully entered, uploaded, acknowledged ("Confirm") and recorded into INFORMS before the date and time of the INFORMS Solicitation End Date, or the system will **stop** the process and the submission will be considered late and will not be accepted. No part of a Proposal can be submitted via hardcopy, email, or fax. All expenses involved with the preparation and submission of Proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date. The County will only consider the latest version of the Proposal.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by **INFORMS** at <https://supplier.miamidade.gov>. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary via written addenda issued prior to the Proposal due date and time (see Mandatory Online Forms and Addendum Acknowledgement Section of INFORMS site). Proposers who obtain copies of this Solicitation from sources other than through INFORMS risk the possibility of not receiving addenda and are solely responsible for those risks.

**If you submit your proposal and subsequently an Addendum is issued, failure to resubmit the proposal by clicking on the "Submit Proposal" button, after acknowledging Addenda or making any edits to your proposal in INFORMS, will result in your proposal not being received by the County.**

## 1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

### 1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Community Action and Human Services Department (CAHSD), is re-soliciting for the medical group qualifications from experienced firms to establish a Medical Health Services Pool (the "Pool"). The selected Pool members provide Medical Services to an estimated eight thousand (**8,000**) children and their families under the Head Start and Early Head Start (HS/EHS) Programs. The County is re-issuing the head start medical group services EVN0039842, as solicitation EVN0013613, Head Start Program Medical and Oral Health Services resulted in no submittals for the medical portion of the proposal.

It is the County's intention, through this re-solicitation, to create a Pool with the intent to award as many qualified selected Proposers as necessary to meet the Medical needs of the HS/EHS Programs. The County's goal is to provide comprehensive Medical Care Services to those enrolled in HS/EHS Programs. The County prefers that a selected Proposer(s) provide the required services in as many Target Geographic Areas as possible. After the Pool is established, the County reserves the right to adjust the designated Target Geographic Area assignments and/or the Services provided by each selected Proposer as needed, to ensure that County's goals and Program needs are met.

Proposers can submit proposals, that include qualifications for the Services in as many of the Target Geographic Areas for which they wish to be considered. Proposers shall clearly identify the Target Geographic Area for which they are proposing to provide medical services in the Proposer Information Section.

The County anticipates establishing the Pool for a five (5) year period, at the County's sole discretion (see Section 2.12, Pool Structure).. The County may, at its sole discretion, reopen the RFQ process to allow additional Medical Service providers to be added to the Pool at any time.

#### **The anticipated schedule for this Solicitation is as follows:**

Deadline for Receipt of Questions:	See INFORMS
Proposal Due Date:	See front cover for date and time.
Evaluation Process:	December 2025/January 2026
Projected Award Date:	February 2026

### 1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The words "Age Appropriate" to mean suitable for a particular age or age group.
2. The words "American Academy of Pediatrics (AAP)" to mean an American professional association of pediatricians, founded to address pediatric healthcare standards.
3. The words "American Medical association (AMA)" to mean a professional association whose membership is made up of the largest group of physicians and medical students in the United States, including practitioners in all recognized medical specialties, as well as general primary care physicians.
4. The words "Article" or "Articles" to mean the terms and conditions delineated in this agreement.
5. The words "Center for Disease Control and Prevention (CDC)" to mean the leading national public health institute of the United States that works to protect America from health, safety and security threats, both foreign and in the U.S.
6. The words "Child Health Check-up" to mean preventative and comprehensive services for eligible children birth through 20 years of age and for children in the Medicaid program.

7. The words "Code of Federal Regulation (CFR)" to mean the codification of the general and permanent rules established in the Federal Register by departments and agencies of the Federal Government.
8. The word "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duty authorized representative designated to manage the Contract.
9. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
10. The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, and Contractor's Proposal.
11. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
12. The word "Days" to mean calendar days.
13. The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
14. The words "Early Head Start (EHS)" to mean a federally funded community-based program for low-income families with infants and toddlers and pregnant women. EHS promotes healthy prenatal outcomes, healthy families and infant and toddler development beginning as early as birth.
15. The words "Florida Board of Medicine" to mean a board that was established "to ensure that every physician practicing in this state meets minimum requirements for safe practice." The practice of medicine is a privilege granted by the State. The Florida Board of Medicine, through efficient and dedicated organization, will license, monitor, discipline, educate, and when appropriate, rehabilitate physicians and other practitioners to assure their fitness and competence in the service of the people of Florida.
16. The words "Florida Certificate of Immunization Form DH-680" to mean a form providing documentation used to show that an individual has received and complied with the immunization requirements.
17. The words "Florida Medicaid" to mean a federal program for low-income, financially needy people, set up by the federal government and administered in the State of Florida that provides access to health care.
18. The words "Head Start Performance Standards" to mean the mandatory regulations that grantees and delegate agencies must implement to operate a Head Start Program.
19. The words "Head Start Programs" (HS) to mean a program of the United States Department of Health and Human Services that provides comprehensive early childhood education, health, nutrition, and parent involvement services to low-income children and their families.
20. The words "Health Services Coordinator" to mean a person responsible for managing, planning, implementing and evaluating comprehensive health/dental, environmental safety and nutrition programs for children and their families enrolled in the Head Start / Early Head Start Program.
21. The words "Joint Venture" to mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses. The Joint Venture must be a legally formed entity prior to Proposal submission.
22. The words "Medicaid Administrator" to mean an agency responsible for overseeing the administration and operation of Medicaid insurance programs within a state or region.
23. The words "Medicaid Child Health Check-up Periodicity Schedule" to mean age-appropriate screening, preventive services and treatment services that are medically necessary to correct, ameliorate any identified conditions.
24. The words "Medicaid Provider" to mean a person, group, facility, or entity who is enrolled in the Medicaid program and provides services to Medicaid recipients and bills Medicaid for services.

25. The word "Program" to mean Head Start and/or Early Head Start Services.
26. The words "Program year" to mean 175 school days for the Head Start Program and 227 days for the Early Head Start Program which both run congruently with Miami-Dade County Public School District's Calendar.
27. The Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the project.
28. The word "Proposal" to mean the properly signed and completed written good faith commitment submitted by the Proposer in response to this Solicitation, as amended or modified through negotiations.
29. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Submittal Form, submitting a Proposal to this Solicitation.
30. The word "Responsible Proposer" shall refer to a Proposer that has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
31. The words "Responsive Proposer" shall refer to a Proposer that has submitted a Proposal that conforms in all material aspects to the Solicitation.
32. The words "Review Team" to mean the group of individuals who are tasked with reviewing, evaluating and scoring the Proposals submitted in response to this solicitation..
33. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
34. The words "Service" or "Services" to mean the provision of Medical Health Services in accordance wit the Scope of Services by the Contractor.
35. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
36. The words "State of Florida Health Student Examination Form DH-3040" to mean a form that provides documentation that an individual has undergone the required health examination by a legally qualified professional for entry into school as mandated by state law.
37. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
38. The words "Target Geographic Area" to mean defined areas within Miami-Dade County as outlined in Section 2.1, item B. The target area is designed to identify HS/EHS Program centers specific to zip code.
39. The words "U.S. Department of Health and Human Services Administration for Children and Families (ACF)" to mean a division that promotes the economic and social well-being of families, children, individuals and communities.
40. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services, and the terms and conditions of this Solicitation.

### **1.3 General Proposal Information**

Pursuant to Florida Statutes Section 287.05701, Proposers are hereby notified that the County will not request documentation of, or consider, the social, ideological or political interests of a Proposer when determining if a Proposer is a responsible vendor nor will the County give preference to a Proposer based on the Proposer's social, ideological or political interests.

The County may, at its sole and absolute discretion, reject any and all or parts of any or all Proposals; accept parts of any and all Proposals; further negotiate project elements including but not limited to project fees, revenues or pricing; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the Proposals received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its Proposal. The County shall treat the Proposer's inclusion of exceptions, assumptions or alternate terms in the Proposal as requests to negotiate project elements, and the inclusion of same shall not result in the Proposal being deemed non-responsive. The County is not bound to accept any exceptions, assumptions or alternates during negotiations, and the County shall consider a Proposal submitted to be an offer to supply goods or services in strict compliance with the terms of this Solicitation. Exceptions, assumptions or alternates may be considered by the County during negotiations to the extent such exceptions, assumptions or alternates do not materially change any provision of the Solicitation. The County reserves the right to request and evaluate additional information from any Proposer regarding Proposer's responsibility after the submission deadline as the County deems necessary.

The Proposer's Proposal will be considered a good faith commitment by the Proposer to negotiate a contract with the County, in substantially similar terms to the Proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a Contract substantially in the terms herein. Proposer's Proposal shall be irrevocable until Contract award unless the Proposal is withdrawn. A Proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the Proposal due date and time, or upon the expiration of one hundred eighty (180) calendar days after the opening of Proposals.

As further detailed in the Submittal Form, Proposers are hereby notified that all information submitted as part of, or in support of Proposals will be available for public inspection after opening of Proposals, in compliance with Chapter 119, Florida Statutes, (the "Public Record Law")

Any Proposer who, at the time of Proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible.

To request a copy of any code section, resolution and/or administrative/implementing order cited in this Solicitation, contact the Clerk of the Board at (305) 375-5126, Monday- Friday, 8:00 a.m. – 4:30 p.m.

#### **1.4 Cone of Silence**

Pursuant to Section 2-11.1(t) of the Code of Miami-Dade County, as amended (the "Code"), a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** any member of the County's professional staff, other than any professional staff member who is designated by the County Mayor to engage in such communications; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective Competitive Selection Committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Outreach and Support Services Section, the responsible Procurement Contracting Officer (designated as the County's contact on the face of the Solicitation), provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation document;
- oral communications at pre-Proposal conferences and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners (the "Board") during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any County employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response is necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

### **1.5 Communication with Competitive Selection Committee Members**

Proposers are hereby notified that direct communication regarding this Solicitation, written or otherwise, to individual Competitive Selection Committee (or Review Team) Members or, to the Competitive Selection Committee (or Review Team) as a whole, **are expressly prohibited**. Any oral communications with Competitive Selection Committee (or Review Team) Members other than as provided in Section 2-11.1 of the Code, are prohibited.

### **1.6 Public Entity Crimes**

Pursuant to Paragraph 2(a) of Section 287.133 of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal for a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

### **1.7 Lobbyist Contingency Fees**

- a) In accordance with Section 2-11.1(s) of the Code, after May 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

### **1.8 Collusion**

In accordance with Section 2-8.1.1 of the Code, where two (2) or more related parties, as defined herein, each submit a Proposal for any contract, such Proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Proposals. Related parties shall mean Proposer, the principals, corporate officers, and managers of the Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

### **1.9 Contracting with Entities of Foreign Countries of Concern Prohibited**

By submitting a proposal or otherwise entering into, a contract under this Solicitation, the Proposer affirms that it is not in violation of Section 287.138, Florida Statutes (F.S.) titled Contracting with Entities of Foreign Countries of Concern Prohibited. Proposer further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, F.S., access to an individual's personal identifying information if: a) the Proposer is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Proposer; or c) the Proposer is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs 2(a)-(c) of Section 287.138, F.S.

This affirmation by the Proposer shall be in the form attached to this Solicitation as **Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit**.

**1.10 Expedited Purchasing Program**

Pursuant to Section 2-8.1.6 of the Code, the County created the Expedited Purchasing Program (EPP). Due to the expedited nature of County projects issued under the EPP, prospective Proposers should anticipate a shortened Solicitation timeline for submission of Proposals. Technical, professional and legal staff may be used to determine best value as set forth in the Solicitation documents without the need to utilize the formal Competitive Selection Committee process established by the County. The County Mayor's or designee's written recommendation to award a contract under the EPP shall be sufficient to commence the bid protest period and terminate the Cone of Silence. Any legislation contrary to the provisions of the EPP shall be deemed suspended or amended as necessary to give effect to the intent of this Program.

**1.11 Contract Measures**

Not Applicable.

**1.12 Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit**

By entering into, amending, or renewing a contract under this Solicitation, the Proposer affirms that it does not use coercion for labor or services and complies with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking. This attestation by the Proposer shall be in the form attached to this Solicitation as the **Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit**.

**2.0 SCOPE OF SERVICES**

**2.1 Background**

Miami-Dade County has a long tradition (since 1965) of delivering high quality services designed to foster the healthy development of low-income children from birth to 5 years, as well as pregnant women and their families, under the Head Start Program (HS). Head Start is a federally funded program that promotes the healthy development of very young, low-income children, healthy family functioning, and school readiness by enhancing the social and cognitive development of children through the provision of educational, health, nutritional and other services to enrolled children and families. Head Start Program services are provided countywide through the operation of one hundred four (104) centers, administered by seventeen (17) contracted delegate agencies. A Full Program year for the HS Program includes 175 school days and 227 days for the Early Head Start Program (EHS), which both run congruently with Miami-Dade County Public School District's Calendar. All centers and delegate agencies provide childcare services, in addition to other services which include health, education, nutrition and social services as determined to be necessary by the HS/EHS) Program's Health Services Coordinator for the welfare of enrolled and approved children and their families.

**A. Objectives**

Services are sought to ensure that medical service opportunities are affordable for complete physical examinations, laboratory work, vision and hearing screening, height and weight assessments, growth tracking, and immunization assessments, in addition to any and every item needed as mandated in the Florida Child Health Check, Early Periodic Screening Diagnostic Treatment, for the children identified by the HS/EHS Program's Staff and approved by the Health Services Coordinator.

**B. Target Geographic Area**

The HS/EHS Program centers are geographically located throughout Miami-Dade County. The Contractor may identify one or multiple Target Geographic Areas for which they wish to provide Services.

The County reserves the right to review its Program needs and adjust accordingly. Contractor(s) will be notified in writing. Such notifications and adjustments to the designated Target Geographic Area(s) assignment and/or Services provided, including the number of children to be serviced by the Contractor(s).

Target Geographic Area	Zip Code Boundaries	Approximate Children Currently Receiving Medical and Dental Services
Hialeah	33010, 33012, 33016	760
Southwest Miami-Dade	33030, 33032, 33033, 33157, 33170, 33174, 33177, 33189	1624
Northwest Miami-Dade	33054, 33166, 33167, 33168, 33169, 33055, 33056	1779

Central Miami-Dade	33125, 33127,33128,33129, 33130, 33132, 33133, 33135, 33136, 33137, 33138, 33139, 33141, 33142, 33147, 33150, 33155,33165	3306
Northeast Miami-Dade	33161,33162	203
West Centra Miami-Dade	33143,33175,33184	165

**2.2 Minimum Qualification Requirement**

The minimum qualification requirements for this Solicitation are:

Medical Health Services/Licenses:

- Proposer shall be a licensed practitioner by the State of Florida Board of Medicine, Division of Medical Quality Assurance, Department of Health, for the Medical Health Services to be provided as of proposal due date.  
**Provide a copy of active license(s).**
- Proposer shall be a Medicaid Provider for Medical as of proposal due date and  
**Provide Florida Medicaid National Provider Identifier Number.**
- Registered under the laws of the State of Florida, Division of Corporations and be in good standing, active status.

**(Note: The minimum requirements stipulated above are continuing conditions for award and must be maintained through the contract term and any extensions or renewals).**

**2.3 Tasks and Services**

The selected Proposer (s) shall provide the following services:

**A. Medical Health Services to include:**

1. Provide initial health and laboratory screening services to enrolled and approved Program children in accordance with the Medicaid Child Health Check-up Periodicity Schedule. Screening services shall include, but are not limited to:
  - Growth and nutritional assessment (age, height and weight, head circumference).
  - Age-Appropriate Vision screening and assessment.
  - Age-Appropriate Hearing, screening and assessment.
  - Speech\language assessment.
  - Blood pressure.
  - Hemoglobin and/or hematocrit testing.
  - Tuberculosis screening (PPD test, if needed).
  - Routine urinalysis.
  - Sickle cell prep or hemoglobin electrophoresis.
  - Lead testing.
  - Assessment and updating of immunization status, as required; and
  - Other screening or diagnostic testing as indicated.
2. Administer all recommended schedule of immunizations as mandated by State of Florida Guidelines and Center for Disease Control (CDC) recommendations, currently including: Hepatitis B, Diphtheria, Tetanus, Pessis, H. Influenza Type B, Inactivated Polio, Pneumococcal Conjugate, Measles, Mumps, Rubella, Varicella, Hepatitis A and Influenza. Schedule of immunizations administered shall be documented via the Florida Certificate of Immunization Form DH-680, (reference Attachment 2- Sample Form).
3. Perform a comprehensive medical health examination to include unclothed assessment of specific suspected systems or regions, as indicated by the medical history or the initial medical screening (i.e., skin, eyes, ears, nose, throat, heart, lungs, blood pressure, hernia, genitalia, orthopedic, and neurological) and vision and hearing screenings of enrolled and approved Program children at Contractor's office location, affiliated clinics and/or mobile units.
4. Provide a copy of the State of Florida School Health Student Health Examination Form DH-3040 (reference Attachment 1 for sample form) and/or the Florida Certificate of Immunization Form DH-680 (reference Attachment 2 for sample) for each enrolled and approved Program child receiving medical health services to the HS/EHS Program's Health Services

Coordinator, within ten (10) business days of the examination or as requested. The copies will be electronically sent via email. The County at its sole discretion may request hard copies of the forms which will be sent via US postal service or a courier service at no additional cost to the County.

5. Facilitate follow-up treatment, as necessary and indicated by results of the medical health screening and examination. Prior to providing follow-up services, re-screening and/or other diagnostic services for children referred from other Program health providers, the Contractor shall receive authorization from the HS/EHS Program's Health Services Coordinator.
6. Build a consistent referral procedure for further evaluation and treatment that facilitates other diagnostic and/or treatment, as necessary and approved by the HS/EHS Program's Health Services Coordinator, services that are currently included in the State of Florida Child Health Check-up standards.

**B. General Services and HS/EHS Program Requirements as applicable:**

1. Possess significant experience in providing pediatric medical health services with specific knowledge of child development milestones and observation of young children.
2. Adhere to all applicable Head Start Performance Standards, notices and instructions as promulgated by U.S. Department of Health and Human Services Administration for Children and Families Office of Head Start, including but not limited to, the Code of Federal Regulations (CFR): 45 CFR Chapter XIII, Subchapter B, Parts 1302 - Program Operations, 1304 - Federal Administrative Procedures; Florida Statutes (Section 402.26-402, 319; Section 120.60), as amended; Florida Administrative Code (Chapter 65C- 22; Chapter 64E-11) and appropriate County requirements, all of which are incorporated herein by reference. The Performance Standards are available through the following link: [Head Start Program Performance Standards](#).
3. Examine and assess the medical health services needs of children enrolled and approved in the Program ages birth to five years.
4. Ensure that Program children approved for medical health services with Medicaid or private insurance coverage receive all applicable benefits. Medicaid and insurance providers shall be billed for services rendered, when applicable. If coverage does not include all services listed in the Scope of Services herein, services that are deemed necessary and approved by the HS/EHS Program's Health Services Coordinator will be reimbursed by the County. The County will pay up to the rate that the individual Contractor has negotiated with the local Medicaid Administrator for reimbursement.
5. Provide notification to the Florida Medicaid office, in writing, that an affiliation with Miami-Dade County is in effect, with reference to the appropriate County entity and Medicaid provider number.
6. Transfer enrolled and approved Program children's medical health records to HS/EHS Program's Health Services Coordinator or another Contractor, upon request by the County. Records will be sent electronically via email unless a hard copy is requested, in which case the Contractor will mail the records via the US postal service or a courier service at no additional cost to the County.
7. Gain approval from HS/EHS Program Health Services Coordinator prior to performing any services that are not specifically identified in the Scope of Services herein. Not all medical health services that may be required are included in the Scope of Services. The County reserves the right to authorize any required services and reimburse said services at the current Medicaid rate.
8. Perform Medicaid relevant administrative support and consultative services on an as needed basis and at the request of the HS/EHS Program's Health Services Coordinator which may include, but not limited to, the following:
  - a. Invoicing and collection, including data entry and electronic submission of claims.
  - b. Medicaid/HMO Policy and Procedures, including documentation.
  - c. Quality assurance reviews of files and records.
  - d. Assistance in preparation for Medicaid audits.
  - e. Other related consultative services as necessary and requested by HS/EHS Program Staff.
  - f. Review of current cases.
  - g. Assistance in formulation and review of individual treatment plans.
  - h. Review and consultation with child's primary physician.

- i. In-person meeting or telephone consultation, as necessary, with parents of each child served.
- j. Child developmental and behavioral assessment.
- k. Telephone consultations with HS/EHS Program Staff.
- l. Other Medicaid relevant services and consultative advice not specifically identified and
- m. Consultative advice.

**2.4. Transportation to Service Location**

The HS/EHS Program shall transport the enrolled and approved children, their parents and/or accompanying staff, if necessary, to the medical and/or dental facilities of the Contractor for the purpose of receiving services, as authorized by the HS/EHS Program's Health Services Coordinator.

**2.5. Hours of Service and Availability**

The hours-of-service availability at the Proposers' facilities shall be determined by the Contractor and approved by the HS/EHS Program's Health Services Coordinator. However, the Proposer (s) shall provide services at their facilities to enroll and approved children when the HS/EHS Program Centers are open. (Example of times Monday through Friday, 7:30 a.m. through 4:30 p.m. or 8.00a.m. through 5.00p.m). Selected Proposers that offer a flexible schedule to include evenings and weekends, and those which offer services via a mobile unit, on evenings and/or weekends are highly desirable to allow for flexibility in rendering health services.

**2.6. Reporting**

The selected Proposer shall provide to the HS/EHS Program's Health Services Coordinator a monthly report for the services provided electronically via email due ten (10) business days after the close of the month. If a hard copy of these reports is requested the selected Proposer will send a copy via the US postal service or a courier service at no additional cost to the County.

The monthly report shall include the following information:

- a) Listing of children receiving medical health screenings and specific laboratory tests performed.
- b) Listing of children receiving medical examinations, evaluations, immunizations and follow-up care.
- c) Listing of children diagnosed and treatment administered to each child.
- d) An itemized listing of HS/EHS Program children referred to Medicaid for authorization of services and current status of referrals.

**2.7. Other Requirement**

*Laws and Regulations:*

The selected Proposer shall comply with all applicable federal, state, and local laws, ordinances, codes, rules, and regulations relevant to the services provided under this Agreement. The selected Proposer is presumed to be familiar with, and shall remain fully informed of, all such legal requirements and or changes.

**2.8. Audit Requirements**

The selected Proposer shall submit to the HS/EHS Program's Health Services Coordinator a complete copy of its annual, agency-wide audit reports performed by an independent auditor covering each of the fiscal years for which HS/EHS funds were utilized. Audits of government entities must comply with OMB circular A-128. Audits of non-profit organizations, non-government entities, hospitals and institutions of higher learning must comply with OMB Circular A-133.

The following sequence is provided for informational purposes only. Selected Proposer (s) may be requested to provide a copy of a current independent audit.

- a. Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- b. Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §75.514 except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- c. Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require

a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §75.507. A program- Specific audit may not be elected for R&D unless all of the Federal awards expended are received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

- d. Exemptions when Federal awards are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §75.503, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

The selected Proposer (s) shall submit to the HS/EHS Program's Health Services Coordinator a complete copy of its annual, agency-wide audit.

## **2.9. Invoices for Services**

- a. Medicaid, private insurance provider or third-party payer shall be initially billed for services rendered to enrolled and approved child. If coverage does not include all services listed in the Scope of Services herein, services that are deemed necessary and approved by the HS/EHS Program's Health Services Coordinator may be provided.
- b. The selected Proposer shall invoice the HS/EHS Program for the approved services not covered by the third-party payer on a monthly basis, on or before the 15th day of each month following the month in which the services were rendered, unless the County has granted the Contractor an extension in writing.
- c. Payment requests shall be accompanied by such documentation as requested by the HS/EHS Program's Health Services Coordinator. It is anticipated that the County will reimburse each invoice within eight (8) weeks from receipt of complete and error free invoices; however, it is the responsibility of the Contractor to maintain sufficient cash flow pending receipt of reimbursement from the County.
- d. All invoices submitted to the County must be delivered in two (2) ways: 1. electronically via email and 2. Paper Copy via the US postal service or a courier service at no additional cost to the County.
- e. All payments due to the Contractor may be withheld pending receipt and approval by the County of all reports and documents due from the Contractor.

## **2.10. Background Screening**

The selected Proposer (s) shall comply with the following tasks in providing the Services:

1. In accordance with Sections 984.01(2)(a), 985.01(2)(a) and 39.001 of the Florida Statutes, only employees, volunteers and subcontracted personnel with a satisfactory background check through a screening agency may work in direct contact with children under the age of 18. Background screenings shall be completed through the Florida Department of Law Enforcement (FDLE) VECHS Program. However, satisfactory background screening documentation will be accepted from those agencies that already conduct business with either the Florida Department of Children and Families (FDCF) or the Department of Juvenile Justice (DJJ) or the Miami-Dade County Public Schools (M-DCPS) system. In addition, an Affidavit of Good Moral Character shall be completed and notarized for each employee, volunteer and subcontracted personnel prior to starting work on this project or immediately upon hiring.
2. Pursuant to the above passages from Florida Statutes, all personnel working directly with children must have a completed Level 1 Screening response from the Florida Department of Law Enforcement that indicates that there has been no prior involvement in any of the disallowed conditions, before beginning work with client youths. Level 1 Screenings can be accomplished electronically on-line with the Florida Department of Law Enforcement: <https://web.fdle.state.fl.us/search/app/default>. In addition, recognizing that Level 2 Screening can take several weeks, Level 2 Screening must be initiated by the Contractor prior to beginning work directly with clients. Any employees with positive response(s) to any of the enumerated charges as defined in Level 1 and Level 2 background checks shall not work with children or youths. All employee personnel files shall reflect the initiation and completion of the required background screening checks.

3. Under provisions of the Jessica Lunsford Act, the Contractor shall conduct Level 2 background screenings on instructional and non-instructional personnel and contractors who have direct contact with students or have access to center grounds when children are present (Section 1012.465, Florida Statutes).
4. Pursuant to Florida Statute 1012.465, the Contractor employing current School Board employees in possession of a valid School Board ID Badge and updated Level 2 Screening must complete a verification form. Non-School Board employees are required to obtain a Level 2 Screening and a School Board ID Badge before access to school campuses is granted, in the event access to school campuses is incorporated in the Services under the Program.
5. Upon execution of an agreement, the Contractor shall furnish the HS/EHS Program's Health Services Coordinator with proof that background screening Level 1 and Level 2 was completed by emailing a copy of the background screening documentation. If the Contractor fails to furnish to the HS/EHS Program's Health Services Coordinator proof that background screening Level 1 and Level 2 was completed prior to working directly with client youths, the County shall not disburse any further funds and the contract may be subject to termination at the discretion of the County. Upon request, the Contractor shall continue to provide to the County the required background screening records to ensure compliance with the HS/EHS Program on an annual basis.
6. The selected Proposer (s) shall retain all records demonstrating compliance with the background screening required herein for not less than three years beyond the last date that all applicable terms of the agreement have been complied with and final payment has been received, and appropriate audits have been submitted to and accepted by the appropriate entity.

#### **2.11. Budget Allocation**

Subject to available funding, the amount payable by the County for services rendered under the HS/EHS Program Medical Health Services to all selected Proposer (s) will depend on the requirements of the children and their families under the Head Start and early Head Start's (HS/EHS) Programs.

In the event that Services authorized by the HS/EHS Program's Health Services Coordinator are not covered under the Medicaid or child's insurance guidelines and when no other funding source is available, the HS/EHS Program shall pay for said Services. The HS/EHS Program will not pay any difference between the Contractor customary charges and Medicaid negotiated rates for reimbursements.

In the event that all funds budgeted for are expended prior to the culmination of the agreement, the County request that the Contractor provide the required medical services for enrolled and approved Program children as in-kind.

Itemized invoices for Services rendered will be approved in accordance with the following Medicaid approved rates, or as amended by Medicaid:

##### **A. Medical Health Services:**

One hundred twenty-five dollars (\$125.00) per child for all medical health services rendered including required immunizations, Child Health Check-Up, laboratory tests, screening or other diagnostic services, completed unclothed medical examination, and required follow- up treatment provided.

Follow-up services have to be approved by the Health Services Coordinator and services will be reimbursed at Medicaid approved rates.

#### **2.12. Pool Structure**

As service needs arise, the County will assign the work based on the Target Geographic Area, commencing with the highest ranked Proposer within the Target Geographic Area for the designated services, and moving down through the rotation in order of ranking, as a result of the evaluation process. However, in the event the selected Proposer advises the County that the time constraints or obligations of the Services cannot be met, the HS/EHS Programs Health Services Coordinator shall document such facts and move to the next.

Selected Proposer(s) shall maintain the qualifications of the Medical providers and the proposed key personnel at the standard consistent and equivalent to the qualifications submitted in response to the solicitation. Membership in the pool is a prerequisite for having an opportunity to obtain work through this Pool. Selection into the Pool does not guarantee work and does not provide exclusive rights to these services for the County.

At the County's discretion, members may be removed from the Pool for lack of participation, which may include poor performance and any other reason specified by the County policies and procedures. After the Contract has been executed, supplemental agreements may be executed, which will include the Target Geographic Areas, Services requested, and number of children to be served.

### 3.0 RESPONSE REQUIREMENTS

#### 3.1 Submittal Requirements

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described. Nothing in this RFP shall in any way be utilized to request documentation relating to or authorizing consideration of a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible vendor or give a preference to a Proposer based on the Proposer's social, political, or ideological interests.

The Proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate Proposals are not requested or desired.

Proposers are encouraged to access the links below to assist with submission of responses to the Solicitation.

#### **Recorded eSupplier Workshop**

[https://www.miamidade.gov/global/news-item.page?Mduid\\_news=news1652724628268780](https://www.miamidade.gov/global/news-item.page?Mduid_news=news1652724628268780)

Password: q37%t+pG

#### **Submit a Bid Job Aid**

<https://www.miamidade.gov/technology/library/informs/job-aid/submit-a-bid.pdf>

### 4.0 EVALUATION PROCESS

#### 4.1 Review of Proposals for Responsiveness

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in this Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

#### 4.2 Evaluation Criteria

Proposals will be evaluated by a Review Team which will evaluate and rank Proposals on criteria listed below. The Review Team will be comprised of executives, professionals and subject matter experts within the County or from private or non-profit sectors, other governmental/quasi-governmental organizations, and retired executives with the appropriate experience and/or knowledge, striving to ensure that the Review Team is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Review Team Member.

<u>Technical Criteria</u>	<u>Points</u>
1. Proposer's relevant experience, qualifications, and past performance	30
2. Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	20
3. Proposer's approach to providing the Services requested in this Solicitation	50

Any Proposer, whether a Joint Venture or otherwise, may proffer the experience or qualifications of its corporate parent, sister, or subsidiary (collectively “an Affiliated Company”). However, given the unique nature of individual corporate relationships, Proposers seeking to rely on the experience or qualifications of an affiliated company are advised that the Competitive Selection Committee (or Review Team) shall have the discretion to determine what weight, if any, it wishes to give such proffered experience or qualification on a case-by-case basis. Competitive Selection Committee (or Review Team) may base such decision on the particulars of the relationship between the Proposer and the Affiliated Company, as evidenced by the information and documentation provided in the Proposer Information Section, during Oral Presentations, or otherwise presented at the request of the Competitive Selection Committee (or Review Team).

Additionally, pursuant to County Resolution No. [R-321-23](#), the Competitive Selection Committee (or Review Team) shall be provided with adverse findings or substantiated allegations within the past seven (7) years of the proposal submittal date (collectively “Reports”) of the Miami-Dade Office of the Inspector General (“OIG”) and/or the Miami-Dade County Commission on Ethics and Public Trust (“COE”) regarding any Proposer and their proposed subcontractor(s) under deliberation by the Competitive Selection Committee (or Review Team) to be considered in accordance with the evaluation of each applicable criteria identified in the Solicitation. In the event the OIG and/or COE issues Reports after the Competitive Selection Committee (or Review Team) has scored and ranked the Proposers, the County Mayor or County Mayor’s designee may re-empanel the Competitive Selection Committee (or Review Team) to consider if such Reports would change the rankings. If the Competitive Selection Committee (or Review Team) determines that Reports would change the rankings of the Proposer(s) identified in the Reports, then the Competitive Selection Committee (or Review Team) shall re-score the Proposer(s) identified in the Report solely based on the impact the information identified in the Report would have on the scoring of the Proposer(s) in accordance with the applicable criteria identified in the Solicitation, re-rank the Proposers, and submit a written justification for the revised rankings to the County Mayor or County Mayor’s designee. Upon review of such re-ranking and the justification, the County Mayor or County Mayor’s designee may accept or reject the revised rankings. The County Mayor shall, in any recommendation to the Board of County Commissioners, either attach all Reports issued by the OIG and/or the COE or provide a description of such Reports and a link to where such Reports may be viewed.

#### **4.3 Oral Presentations (Not applicable to this project)**

After evaluation of the Proposals on the criteria indicated above (Technical and Price), rating and ranking, the Competitive Selection Committee (or Review Team) may choose to conduct an oral presentation with the Proposer(s) which the Competitive Selection Committee (or Review Team) deems to warrant further consideration. In making this determination, the Competitive Selection Committee (or Review Team) should consider whether a recommendation can be reached without oral presentations or whether there is a need for, or would be a benefit to, holding oral presentations. For instance, oral presentations may be needed to assist the Competitive Selection Committee (or Review Team) to make its recommendation and/or to differentiate among the Proposer(s) remaining in consideration due to, among other factors, scores in clusters and/or a close competition. Oral presentations may also be beneficial if clarity on the Proposal(s) is needed or an explanation of the Proposal(s) would be helpful to the process and in scoring, especially on large and/or complex projects, as determined by the Competitive Selection Committee (or Review Team). See “Lobbyist Registration Affidavit” regarding registering speakers in the Proposal for an oral presentation.

Pursuant to Resolution No. [R-208-25](#), if the contract fiscal impact is expected to exceed \$25,000,000 per year or \$25,000,000 in any year, then oral presentations are required to be held with the three highest-ranked Proposers or all proposers if three or less proposals are received. If the scoring differential between the two highest-ranked proposers exceeds ten percent (10%), then oral presentations shall be conducted at the option of the Competitive Selection Committee.

Unless otherwise advised by the County, oral presentations will only be used for the Proposer to present its Proposal and provide clarifications, if needed, and for the Competitive Selection Committee (or Review Team) to ask questions. Proposals cannot be materially changed through oral presentations. Upon completion of the oral presentation(s), if any, the Competitive Selection Committee (or Review Team) will re-evaluate, re-rate and re-rank the Proposals from the Proposer(s) invited to oral presentations based upon the written documents, and in consideration of any clarity gained from the oral presentation.

#### **4.4 Selection Factor**

A Selection Factor is not applicable to this Solicitation.

*(If no points are assigned to evaluation criteria, include the following in addition to above paragraph):*

#### **4.5 Local Certified Veteran Business Enterprise Preference**

Not Applicable

#### **4.6 Price Evaluation**

Not Applicable

#### **4.7 Local Preference**

Not Applicable

#### **4.8 Negotiations**

The Competitive Selection Committee (or Review Team) will evaluate, score and rank Proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, through the approval of the Competitive Selection Committee (or Review Team) Coordinator Report which will be shared through electronic means with all Proposers. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, by taking into consideration Local Preference to determine whether to direct negotiations with the highest ranked local Proposer recommended by the Competitive Selection Committee (or Review Team) pursuant to the Local Preference Section above, if any, **and/or** may request a better offer. In any event the County engages in negotiations with a Proposer and/or requests a better offer, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer. This process may continue until a contract acceptable to the County has been executed or all Proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Non-Collusion Affidavit, in accordance with Section 2-8.1.1 of the Code. (If a Proposer fails to submit the required Non-Collusion Affidavit, said Proposer shall be ineligible for award). Attendees actively participating in negotiation with Miami-Dade County shall be listed on the Lobbyist Registration Affidavit or registered as a lobbyist with the Clerk of the Board. For more information, please use the following link to access the County's Clerk of the Board Lobbyist Online Registration and Information System: <https://www.miamidade.gov/Apps/COB/LobbyistOnline/Home.aspx>

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.
- c) Disclosure of any lawsuits which include allegations of discrimination in the last ten years prior to date of Solicitation, the disposition of such lawsuits, or statement that there are NO such lawsuits, in accord with Resolution No. [R-828-19](#).

#### **4.9 Contract Award**

Any proposed contract, resulting from this Solicitation, will be submitted to the County Mayor or designee. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to contract award. The Contract award, if any, shall be made to the Proposer whose Proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

#### **4.10 Written Objections to Selection Committee Ranking/Scoring and Rights of Protest**

A recommendation for contract award may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the Code, as amended, and as established in Implementing Order No. 3-21, as amended. Any question, issue, objection or disagreement concerning the rankings, scoring or recommendations of the Competitive Selection Committee (or Review Team) shall be deemed waived by the Protestor and shall be rejected as a basis of a bid protest, unless it is brought by the Proposer to the attention of the Procurement Contracting Officer. Proposers must notify the Procurement Contracting Officer in writing with a copy to the Clerk of the Board within five (5) workdays of receipt of notification of the Competitive Selection Committee (or Review Team) Coordinator Report referenced in Section 4.8 above. The written objection shall state with particularity the basis of the objection and with sufficient information to allow the County's procurement professionals to consider, evaluate and address the issues raised in the objection promptly.

## 5.0 TERMS AND CONDITIONS

The County's **draft form of agreement** is attached. Proposers should review the document in its **ENTIRETY**. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

### a) Supplier/Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Supplier/Vendor Registration Package. For online Supplier/Vendor registration, visit the **Supplier Portal**: <https://supplier.miamidade.gov>.

### b) Insurance Requirements

The Contractor shall furnish to the County, Strategic Procurement Department, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

### c) Inspector General Reviews

The Audit Fee is not applicable to this Solicitation.

In accordance with Section 2-1076 of the Code, the Office of the Inspector General may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total Contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

## 6.0 ATTACHMENTS

Attachment 1 – Form DH-3040: School Entry Health Exam

Attachment 2 – Form DH-680: Florida Certificate of Immunization (Sample)

Draft Form of Agreement

Proposal Submission Package, including:

- Proposer Information Section
- Web Forms – Submittal Form, Subcontracting Form, Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit, Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit, **Lobbyist Registration Affidavit** (*Recorded Negotiation Meeting or Sessions*), Contractor Due Diligence Affidavit
-



**STATE OF FLORIDA  
School Entry Health Exam**

**To Parent/Guardian:** Please complete and sign Part I — Child’s Medical History. State law for school entry requires a health examination by a legally qualified professional. Additional requirements may be determined by local school districts.

*(Please Print)*

Name of Child (Last, First, Middle)		Birth Date	Sex
Address (Street)		School	Grade
City and ZIP Code	Home Telephone Number	Parent/Guardian (Last, First, Middle)	

*PART I — CHILD’S MEDICAL HISTORY*

**To Parent/Guardian:** Please check answers to questions 1 through 8 below in the column on the left. *(Please explain any “Yes” answers in the space provided below.)*

1. Yes  No  Any concerns about general health (eating and sleeping habits, weight, etc.)?
2. Yes  No  Any other specific illness or social/emotional or behavioral problems?
3. Yes  No  Any allergies (food, insects, medication, etc.)?
4. Yes  No  Any prescription medication (daily or occasionally)?
5. Yes  No  Any problems with vision, hearing, or speech (glasses, contacts, ear tubes, hearing aids)?
6. Yes  No  Any hospitalization, operation, or major illness (specify problem)?
7. Yes  No  Any significant injury or accident (specify problem)?
8. Yes  No  Would you like to discuss anything about your child’s health with a school nurse?

**To Parent/Guardian:** Please explain any “Yes” answers from above.

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*I am the parent/guardian of the child named above. I give permission for the information on PARTS I and II of this form provided about my child to be reviewed and utilized only by the staff of this school and any school health personnel providing school health services in the district for the limited purpose of meeting my child's health and educational needs.*

\_\_\_\_\_  
Signature of Parent/Guardian \_\_\_\_\_ Date

**Partnership for School Readiness Recommendations for Prekindergarten and Kindergarten**

**To Parent/Guardian:** Please obtain the services listed below in order to find any problems. Please work with your health care provider to correct or treat any problems that may reduce your child’s ability to learn in school. **(These services are recommended but not required.)**

1. Comprehensive Vision Examination (3-5 years of age) Date of Exam: _____ Results of Exam: _____ <hr/> Health Care Provider: _____ (check one) Optometrist <input type="checkbox"/> Ophthalmologist <input type="checkbox"/>	Please describe any corrective action for any problems detected and any accommodations required.
2. Comprehensive Dental Examination Date of Exam: _____ Results of Exam: _____ <hr/> Dentist: _____	Please describe any corrective action for any problems detected and any accommodations required.
3. Hearing Screening Date of Exam: _____ Results of Exam: _____ <hr/> Health Care Provider: _____	Please describe any corrective action for any problems detected and any accommodations required.



Name of Child (Last, First, Middle)	Birth Date
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**PART II — MEDICAL EVALUATION**

To be completed and signed by the Health Care Provider ONLY:

The child named above has had a complete history and physical exam on the following date:

(Exam must be within one year of enrollment)

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 Month Day Year

Screening Results:

Height: \_\_\_\_\_ Weight: \_\_\_\_\_ BMI%: \_\_\_\_\_ B/P: \_\_\_\_\_ Hct/Hgb: \_\_\_\_\_ Lead: \_\_\_\_\_ Urinalysis: \_\_\_\_\_

Vision - Without Glasses	Right 20/_____	Left 20/_____	Passed <input type="checkbox"/>	Hearing – Right	Passed <input type="checkbox"/>	Failed <input type="checkbox"/>	Referred <input type="checkbox"/>
			Failed <input type="checkbox"/>				
Vision - With Glasses	Right 20/_____	Left 20/_____	Referred <input type="checkbox"/>	Hearing – Left	Passed <input type="checkbox"/>	Failed <input type="checkbox"/>	Referred <input type="checkbox"/>

Gross dental (teeth and gums)	<input type="checkbox"/> Normal	<input type="checkbox"/> Abnormal	_____	Refer/Tx: _____
Head/scalp/skin	<input type="checkbox"/> Normal	<input type="checkbox"/> Abnormal	_____	Refer/Tx: _____
Eyes/Ears/Nose/Throat	<input type="checkbox"/> Normal	<input type="checkbox"/> Abnormal	_____	Refer/Tx: _____
Chest/Lungs/Heart	<input type="checkbox"/> Normal	<input type="checkbox"/> Abnormal	_____	Refer/Tx: _____
Abdomen	<input type="checkbox"/> Normal	<input type="checkbox"/> Abnormal	_____	Refer/Tx: _____
Postural assessment	<input type="checkbox"/> Normal	<input type="checkbox"/> Abnormal	_____	Refer/Tx: _____

**TB risk assessment done**  *(Please review Targeted Testing Guidelines listed below.)*

This child has the following problems that may impact the educational experience:

- Vision   
  Hearing   
  Speech/Language   
  Physical   
  Social/Behavioral   
  Cognitive

Specify: \_\_\_\_\_

This child has a health condition that may require emergency action at school, e.g. seizures, allergies. Specify below.  
*(This form will be stored in the child's Cumulative Health Folder and may be accessed by both school and health personnel.)*

Recommendations (Attach additional sheet if necessary): \_\_\_\_\_

(Please Check One)

- This child may participate fully in school activities including physical education.  
 This child may participate in school activities including physical education with the following restriction/adaptation.  
 (Specify reason and restriction) \_\_\_\_\_

Signature/Title of Health Care Provider	Date	Address (Please print or stamp)
<input type="checkbox"/>	____ / ____ / ____	
Name (Please print or stamp)		

## **Tuberculosis Targeted Testing Guidelines for Health Care Providers**

### Tuberculosis Infection Risk:

*Review the following risks and administer a Mantoux TB skin test if child is in one or more categories.*

*The TB test is administered confidentially as part of the health examination. **Do not record administration of any TB test or related information on this form.***

- Recent immigrant (< 5 years), frequent visitor to TB endemic areas
- Close contact to active TB case
- Frequent contact with adults at high-risk for disease, HIV+, homeless, incarcerated, illicit drug user
- HIV+ or have other medical conditions that increase the risk to progress from infection to disease, e.g., chronic renal failure, diabetes, hematologic or any other malignancy, weight loss > 10% of ideal body weight, on immunosuppressive medications

### Active TB Disease Risk:

- Does the child exhibit signs/symptoms of tuberculosis (e.g. cough for three weeks or longer, weight loss, loss of appetite)?
- If symptoms are present, work-up or refer for TB disease evaluation.

DH3040-CHP-07/2013

**Attachment 2**



FLORIDA CERTIFICATION OF IMMUNIZATION

**Legal Authority: Sections 1003.22, 402.305, 402.313, Florida Statutes; Rule 64D-3.046, Florida Administrative Code**

LAST NAME	FIRST NAME	M	DOB
PARENT OR GUARDIAN	CHILD'S SS# (optional)	STATE IMMUNIZATION ID#	

**Directions:**

- Enter all appropriate doses and dates below.
- Sign and date appropriate certificate (A, B, or C) on form.
- See DH Form 150-615, Immunization Guidelines - Florida Schools, Childcare Facilities and Family Daycare Homes (July 2010) for information and instructions on form completion. Guidelines are available at: [www.immunizeflorida.org/schoolguide.pdf](http://www.immunizeflorida.org/schoolguide.pdf).

VACCINE	DOE	Dose 1	Dose 2	Dose 3	Dose 4	Dose
	<b>5 CODE</b>	<b>MM/DD/YY</b>	<b>MM/DD/YY</b>	<b>MM/DD/YY</b>	<b>MM/DD/YY</b>	
DTaP/DTP	A	_____	_____	_____	_____	_____
DT	B	_____	_____	_____	_____	_____
Tdap	P	_____	_____	_____	_____	_____
Td	Q	_____	_____	_____	_____	_____
Polio	D	_____	_____	_____	_____	_____
Hib	E	_____	_____	_____	_____	_____
MMR (Combined)	F	_____	_____	_____	_____	_____
	G, H	_____	_____	_____	_____	_____
	I	_____	_____	_____	_____	_____
		_____	_____	_____	_____	_____
		_____	_____	_____	_____	_____
Hepatitis B	J	_____	_____	_____	_____	_____
Varicella	K	_____	_____	_____	_____	_____
Varicella Disease	L	_____	_____	_____	_____	_____
		Year	_____	_____	_____	_____
PneumoConju	N	_____	_____	_____	_____	_____

*Select appropriate box(es)*

**Certificate of Immunization for K-12**

**Part A-Complete**

- DOE Code 1: Immunizations are complete K-12 (Excluding 7<sup>th</sup> grade/middle school requirements)  DOE Code 8: Immunizations are complete for 7<sup>th</sup> grade

I have reviewed the records available, and to the best of my knowledge, the above named child has adequately been immunized for school attendance, as documented above.

**Temporary Medical Exemption**      **Expiration date:** \_\_\_\_\_  **Part B-Temporary**

**Part B** (For children in daycare, family daycare homes, preschool, kindergarten and grades 1 through 12 who are incomplete for immunizations in Part A) **Invalid without expiration date.** DOE Code 2

I certify that the above named child has received the immunizations documented above and has commenced a schedule to complete the required immunization. Additional immunizations are not medically indicated at this time.

**Permanent Medical Exemption**  **Part C-Permanent**

**Part C** (For medically contraindicated immunizations, list each vaccine and state valid clinical reasoning or evidence for exemption.) DOE Code 3 \_\_\_\_\_

I certify the physical condition of this child is such that immunizations as indicated in Part C above are medically contraindicated.

Physician or Clinic Name:  
\_\_\_\_\_  
\_\_\_\_\_

Physician or Authorized \_\_\_\_\_ Signature:

Issued \_\_\_\_\_ By:

Date: \_\_\_\_\_

Head Start Program Medical Health Services  
Contract No. EVN0039842

THIS AGREEMENT for the provision of Head Start Program Medical Health Services, made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, having its principal office at \_\_\_\_\_ (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Contractor has offered to provide Medical Health Services, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), Miami-Dade County's Expedited Purchasing Program Request for Qualifications ("EPPRFQ") No. EVN0039842 and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated \_\_\_\_\_ (the "Contractor's Proposal") which is incorporated herein by reference; and

WHEREAS, the County desires to procure from the Contractor such Medical Health Services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

**ARTICLE 1. DEFINITIONS**

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Age Appropriate" to mean suitable for a particular age or age group.
- b) The words "American Academy of Pediatrics (AAP)" to mean an American professional association of pediatricians, founded to address pediatric healthcare standards.
- c) The words "American Medical Association (AMA)" to mean a professional association whose membership is made up of the largest group of physicians and medical students in the United States, including practitioners in all recognized medical specialties, as well as general primary care physicians.
- d) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- e) The words "Center for Disease Control and Prevention (CDC)" to mean the leading national public health institute of the United States that works to protect America from health, safety and security threats, both foreign and in the U.S.
- f) The words "Child Health Check-up" to mean preventative and comprehensive services for eligible children birth through 20 years of age and for children in the Medicaid program.
- g) The words "Code of Federal Regulation (CFR)" to mean the codification of the general and permanent rules established in the Federal Register by departments and agencies of the Federal Government.
- h) The word "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duty authorized representative designated to manage the Contract.

- i) The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
- j) The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, and Contractor's Proposal.
- k) The word "County" to mean Miami -Dade County, a political subdivision of the State of Florida. ed successors.
- l) The word "Days" to mean calendar days.
- m) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- n) The words "Developed Works" to mean all rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County.
- o) The words "Early Head Start (EHS)" to mean a federally funded community-based program for low-income families with infants and toddlers and pregnant women. EHS promotes healthy prenatal outcomes, healthy families and infant and toddler development beginning as early as birth.
- p) The words "Florida Board of Medicine" to mean a board that was established "to ensure that every physician practicing in this state meets minimum requirements for safe practice." The practice of medicine is a privilege granted by the State. The Florida Board of Medicine, through efficient and dedicated organization, will license, monitor, discipline, educate, and when appropriate, rehabilitate physicians and other practitioners to assure their fitness and competence in the service of the people of Florida.
- q) The words "Florida Certificate of Immunization Form DH-680" to mean a form providing documentation used to show that an individual has received and complied with the immunization requirements.
- r) The words "Florida Medicaid" to mean a federal program for low-income, financially needy people, set up by the federal government and administered in the State of Florida that provides access to health care.
- s) The words "Head Start Performance Standards" to mean the mandatory regulations that grantees and delegate agencies must implement to operate a Head Start Program.
- t) The words "Head Start Programs" (HS) to mean a program of the United States Department of Health and Human Services that provides comprehensive early childhood education, health, nutrition, and parent involvement services to low-income children and their families.
- u) The words "Health Services Coordinator" to mean a person responsible for managing, planning, implementing and evaluating comprehensive health/dental, environmental safety and nutrition programs for children and their families enrolled in the Head Start / Early Head Start Program.
- v) The words "Joint Venture" to mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses. The Joint Venture must be a legally formed entity prior to Proposal submission.
- w) The words "Medicaid Administrator" to mean an agency responsible for overseeing the administration and operation of Medicaid insurance programs within a state or region.
- x) The words "Medicaid Child Health Check-up Periodicity Schedule" to mean age-appropriate screening, preventive services and treatment services that are medically necessary to correct, ameliorate any identified conditions.
- y) The words "Medicaid Provider" to mean a person, group, facility, or entity who is enrolled in the Medicaid program and provides services to Medicaid recipients and bills Medicaid for services.
- z) The word "Program" to mean Head Start and/or Early Head Start Services.

- aa) The words "Program year" to mean 175 school days for the Head Start Program and 227 days for the Early Head Start Program which both run congruently with Miami-Dade County Public School District's Calendar. The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- bb) The word "Proposal" to mean the properly signed and completed written good faith commitment submitted by the Proposer in response to this Solicitation, as amended or modified through negotiations.
- cc) The word "Proposer" to mean the person, firm, entity or organization, as stated on the Submittal Form, submitting a Proposal to this Solicitation.
- dd) The word "Responsible Proposer" shall refer to a Proposer that has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- ee) The words "Responsive Proposer" shall refer to a Proposer that has submitted a Proposal that conforms in all material aspects to the Solicitation.
- ff) The words "Review Team" to mean the group of individuals who are tasked with reviewing, evaluating and scoring the Proposals submitted in response to this RFP.
- gg) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- hh) The words "Service" or "Services" to mean the provision of Medical Health Services in accordance with the Scope of Services.
- ii) The word "Solicitation" to mean Expedited Purchasing Program Request for Quote ("EPPRFQ") document, and all associated addenda and attachments.
- jj) The words "State of Florida Health Student Examination Form DH-3040" to mean a form that provides documentation that an individual has undergone the required health examination by a legally qualified professional for entry into school as mandated by state law.
- kk) The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- ll) The words "Target Geographic Area" to mean defined areas within Miami-Dade County as outlined in Section 2.1, item B. The target area is designed to identify HS/EHS Program centers specific to zip code.
- mm) The words "U.S. Department of Health and Human Services Administration for Children and Families (ACF)" to mean a division that promotes the economic and social well-being of families, children, individuals and communities.
- nn) The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

## **ARTICLE 2. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 47, 2) Appendix A- Scope of Services, 3) Appendix B, and 4) Miami-Dade County's EPPRFQ No. EVN0039842 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

## **ARTICLE 3. RULES OF INTERPRETATION**

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- e) The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- f) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

#### **ARTICLE 4. NATURE OF THE AGREEMENT**

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- e) The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

#### **ARTICLE 5. CONTRACT TERM**

The Contract shall become effective on the date identified on the first page of this Agreement and shall continue through the last day of the 60th month, thereafter. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

#### **ARTICLE 6. NOTICE REQUIREMENTS**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) courier service personally; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

**(1) To the County**

a) to the Project Manager:

Community Action and Human Services Department (CAHSD)  
Attention: Yolanda Singleton  
701 NW 1<sup>st</sup> Court 9<sup>th</sup> Floor  
Miami FL 33136  
Phone: (786) 469-4625  
E-mail: [Yolanda.Singleton@miamidade.gov](mailto:Yolanda.Singleton@miamidade.gov)

and

b) to the Contract Manager:

Miami-Dade County  
Strategic Procurement Department  
Attention: Chief Procurement Officer  
111 NW 1st Street, Suite 1300  
Miami, FL 33128-1974  
Phone: (305) 375-4900  
Email: [cpo@miamidade.gov](mailto:cpo@miamidade.gov)

**(2) To the Contractor**

Contractor Name  
Attention:  
Address:  
Phone:  
E-mail:

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

**ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract.

The compensation for all Work performed under this Contract, including all costs associated with such Work, shall be paid in accordance with Medicaid approved rates which are allowable under the HHS and County guidelines as specified in Appendix A, Scope of Services, unless otherwise approved by the County Medicaid, private insurance provider of third-party payer, shall be initially billed for services rendered to enrolled and approved child. HS/EHS Program shall only be invoiced for the approved services not covered by the third-party payer on a monthly basis, on or before the 15th day of each month following the month which the services were rendered, unless the County has granted the selected Proposer(s) an extension in writing. Payment requests shall be accompanied by such documentation as requested by the HS/EHS Program's Health Services Coordinator. Upon submission of satisfactory monthly reports required, the County shall process payment. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor. Both parties agree that should available funding be reduced, the amount payable under this contract may be proportionally reduced.

All Work undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as it pertains to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The

County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

#### **ARTICLE 8. PRICING**

The Contractor's Medicaid negotiated rates apply for all Services rendered for the term of the contract, including any extension periods; however, The Contractor may offer incentive discounts to the County at any time during the Contract term, including any extension.

#### **ARTICLE 9. METHOD AND TIMES OF PAYMENT**

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix A, Scope of Services, Section 2.9, which states "Medicaid, private insurance provider or third-party payer shall be initially billed for services rendered to enrolled and approved child. If coverage does not include all services listed in the Scope of Services herein, services that are deemed necessary and approved by the HS/EHS Program's Health Services Coordinator may be provided. The Selected Proposer shall invoice the HS/EHS Program for the approved services not covered by the third-party payer on a monthly basis, on or before the 15th day of each month following the month in which the services were rendered, unless the County has granted the Selected Proposer an extension in writing." All invoices shall be taken from the books of account kept by the Selected Proposer, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code. All payments due from the County or Trust and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

In accordance with Miami-Dade County Implementing Order No. 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the Contractor to the County as follows:

- Electronic submission (preferred) to [invsubp@miamidade.gov](mailto:invsubp@miamidade.gov); or
- Hard copy format mailed to:  
Miami-Dade County, Finance Shared Services  
111 NW 1<sup>st</sup> Street, 26 Floor  
Miami, Florida 33128

Invoice shall include a Bill to Address, which is the County department being invoiced for the services.

Bill to:  
Miami- Dade County  
Community Action and Human Services Department (CAHSD)  
Head Start Program  
Attention: Fiscal Coordination  
Tel 786-469-4743

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

#### **ARTICLE 10. INDEMNIFICATION AND INSURANCE**

The Contractor shall indemnify, defend and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners, principals or Subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Strategic Procurement Department, certificate(s) of insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.
2. Commercial General Liability Insurance in an amount not less than \$300,000 per occurrence, and \$600,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$250,000 per claim.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are a member of the Florida Guaranty Fund.

**The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:**

**Miami-Dade County  
111 NW 1st Street  
Suite 2340  
Miami, Florida 33128-1974**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

#### **ARTICLE 11. MANNER OF PERFORMANCE**

- a) The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.
- c) The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

#### **ARTICLE 12. EMPLOYEES OF THE CONTRACTOR**

All employees of the Contractor shall be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

#### **ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all Work and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Work performed or Services provided pursuant to this Agreement shall always, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement, or representation other than

specifically provided for in this Agreement.

#### **ARTICLE 14. DISPUTE RESOLUTION PROCEDURE**

- a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- d) In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.
- f) This Article will survive the termination or expiration of this Agreement.

#### **ARTICLE 15. MUTUAL OBLIGATIONS**

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or

settle any such claims if the Contractor fails to diligently defend such claims and thereafter seek indemnity for such defense or settlement costs from the Contractor.

#### **ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Contractor shall maintain, and shall require that its Subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Agreement. The Contractor and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

#### **ARTICLE 17. AUDITS**

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its Subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five (5) business days of the Commission Auditor's request. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

#### **ARTICLE 18. SUBSTITUTION OF PERSONNEL**

In the event the Contractor needs to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, such substitution shall not become effective until the County has approved said substitution.

#### **ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT**

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title, or interest in or to the same or any part thereof without the prior written consent of the County.

#### **ARTICLE 20. SUBCONTRACTUAL RELATIONS**

- a) If the Contractor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The Services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.

- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

#### **ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

#### **ARTICLE 22. SEVERABILITY**

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

#### **ARTICLE 23. TERMINATION AND SUSPENSION OF WORK**

- a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in ARTICLE 24) and fails to cure said Event of Default (as delineated below in ARTICLE 25), or (ii) Contractor attempts to meet its contractual obligations to the County through fraud, misrepresentation, or material misstatement.
- b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- c) If County terminates this Agreement for cause under ARTICLE 23(a) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.
- d) The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
- i. stop Work on the date specified in the notice (the "Effective Termination Date");
  - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
  - iii. cancel orders;
  - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;

- v. take no action which will increase the amounts payable by the County under this Agreement; and
  - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

**ARTICLE 24. EVENT OF DEFAULT**

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
- i. the Contractor has not delivered Deliverables and/or Services on a timely basis;
  - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
  - iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
  - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
  - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
  - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
  - vii. the Contractor has failed in the representation of any warranties stated herein; or
  - viii. the Contractor fails to comply with ARTICLE 39.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation and/or material breach of this Agreement; and
  - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

**ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE**

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "Default Notice"), specifying

the basis for such default, and advising the Contractor that such default must be cured immediately, or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

#### **ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

#### **ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION**

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

#### **ARTICLE 28. CONFIDENTIALITY**

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or

developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.

- b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

#### **ARTICLE 29. PROPRIETARY INFORMATION**

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the County (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure, or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure, or removal.

#### **ARTICLE 30. PROPRIETARY RIGHTS**

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in

connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

- b) All Developed Works shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

#### **ARTICLE 31. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST**

- a) **Supplier/Vendor Registration**  
The Contractor shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- **Identification of individual account records**
- **Payments to individual/Contractor for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**
- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

The Contractor confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in **INFORMS** at <https://supplier.miamidade.gov>.

- b) **Conflict of Interest and Code of Ethics**  
Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

**ARTICLE 32. INSPECTOR GENERAL REVIEWS****The Audit Fee is not applicable to this Solicitation.****Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

**Miami-Dade County Inspector General Review**

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

**Exception:** The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

**ARTICLE 33. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS**

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- b) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- c) The Davis-Bacon Act, as amended(40 U.S.C. §3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- d) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- e) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".
- f) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- g) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- h) Section 21-255 of the Code of Miami-Dade County prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- i) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- j) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- k) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- l) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- m) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- n) Any other laws prohibiting wage rate discrimination based on sex.
- o) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- p) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- q) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

Pursuant to Resolution No. [R-1072-17](#), by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "i" through "n" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or

abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

#### **ARTICLE 34. NONDISCRIMINATION**

During the performance of this Contract, Contractor agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

#### **ARTICLE 35. CONFLICT OF INTEREST**

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
  - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- f) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

**ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

**ARTICLE 37. BANKRUPTCY**

The County may terminate this Contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

**ARTICLE 38. GOVERNING LAW**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

**ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP) – Not Applicable to this Contract****ARTICLE 40. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES**

No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the Project was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

**ARTICLE 41. FORCE MAJEURE**

Under applicable law, force majeure shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties.

Neither the County nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations. The County maintains the right to terminate the Contract for convenience or obtain the goods and/or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

**ARTICLE 42. FIRST SOURCE HIRING REFERRAL PROGRAM**

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

**ARTICLE 43. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY**

The Contractor shall comply with the Public Records Laws, including but not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1<sup>st</sup> STREET, SUITE 1300, MIAMI, FLORIDA 33128.**

**ARTICLE 44. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION**

(Use if applicable and include the Business Associate Agreement)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI)" shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security, and electronic transfer standards, include but are not limited to:

1. Use of information only for performing Services required by the Contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and Subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically a description of the

types of uses and disclosures that would be made with protected health information.

#### **ARTICLE 45. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)**

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: (<http://www.uscis.gov/e-verify>)

If the County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then the County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if the County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095(5)(c), Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

#### **ARTICLE 46. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT**

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to the Solicitation as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract.

This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

#### **ARTICLE 47. SURVIVAL**

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation or expiration hereof.

**THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK**

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date identified on the first page of this Agreement.

Contractor

Miami-Dade County

By: \_\_\_\_\_  
(Signature)

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Corporate Secretary or Officer

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
for  
Daniella Levine Cava

Title: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

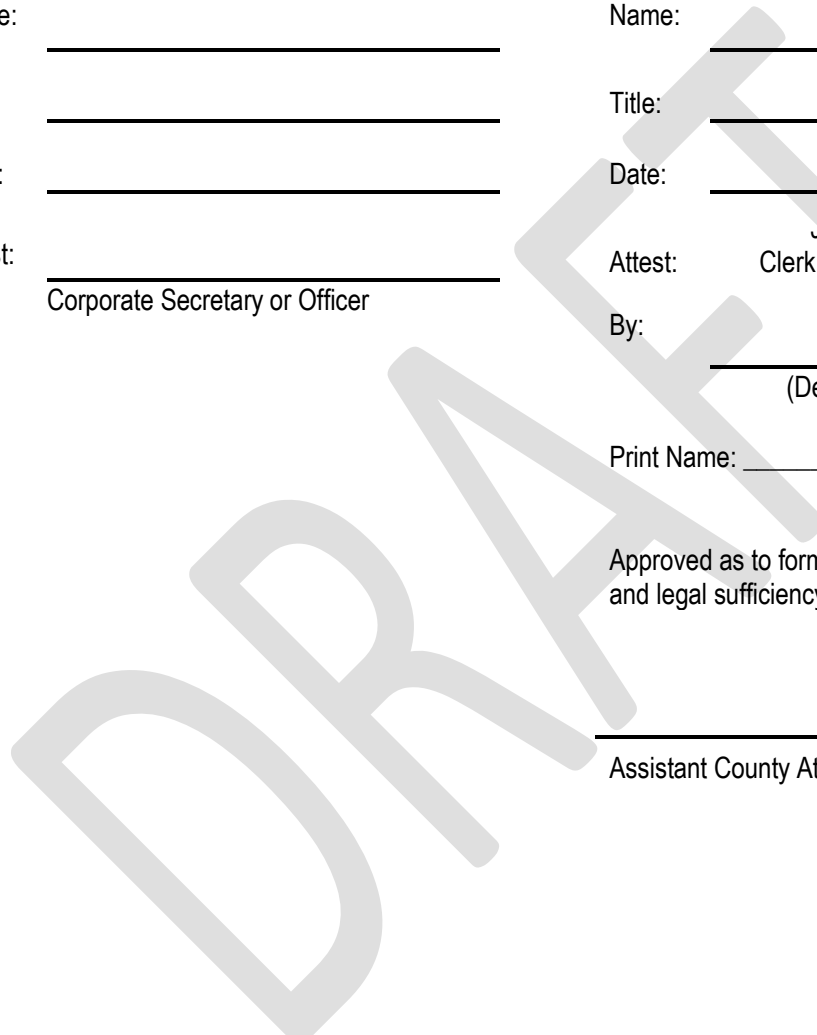
Juan Fernandez-Barquin  
Clerk of the Court and Comptroller

By: \_\_\_\_\_  
(Deputy Clerk Signature)

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

Approved as to form  
and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney



**APPENDIX A – SCOPE OF SERVICES**

TO BE NEGOTIATED

DRAFT

## APPENDIX B

## HIPAA BUSINESS ASSOCIATE ADDENDUM

This HIPAA Business Associate Addendum ("Addendum") supplements and is made a part of the Agreement by and between the Miami-Dade County, Florida ("County"), and \_\_\_\_\_, Business Associate ("Associate").

## RECITALS

- A. As part of the Agreement, it is necessary for the County to disclose certain information ("Information") to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI").
- B. County and Associate intend to protect the privacy and provide for the security of PHI, including but not limited to, PHI, disclosed to Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- C. The purpose of this Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Sections 164.308(b), 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR"), as the same may be amended from time to time.

In consideration of the mutual promises below and the exchange of information pursuant to the Agreement, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, shall have the same meaning as those terms in 45 CFR Sections 160.103, 164.304 and 164.501.
  - a. "Business Associate" shall have the meaning given to such term under the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.
  - b. "Covered Entity" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.
  - c. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 1103. [45 CFR Parts 160, 162 and 164]
  - d. "Electronic Protected Health Information" or "ePHI" means any information that is transmitted or maintained in electronic media: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual. and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 160.103. [45 CFR Parts 160, 162 and 164]
  - e. "Electronic Media" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 160.103.
  - f. "Security incident" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 164.304.

## 2. Obligations of Associate.

a. Permitted Uses and Disclosures. Associate may use and/or disclose PHI received by Associate pursuant to the Agreement ("County's PHI") solely in accordance with the specifications set forth in the Scope of Services, Appendix A. In the event of any conflict between this Addendum and Appendix A, this Addendum shall control. [45 CFR § 164.504(e)(2)(i)]

b. Nondisclosure. Associate shall not use or further disclose County's PHI other than as permitted or required by law. [45 CFR § 164.504(e)(2)(ii)(A)]

c. Safeguards. Associate shall use appropriate safeguards to prevent use or disclosure of County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(B)] Associate shall maintain a comprehensive written information security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Appropriate safeguards used by Associate shall protect the confidentiality, integrity, and availability of the PHI and ePHI that is created, received, maintained, or transmitted on behalf of the County. [45 CFR § 164.314(a)(2)(i)(A)] County has at its sole discretion, the option to audit and inspect, the Associate's safeguards at any time during the life of the Agreement, upon reasonable notice being given to Associate for production of documents and coordination of inspection(s).

d. Reporting of Disclosures. Associate shall report to the County's Project Manager, any use or disclosure of the County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(c)] Associate shall report to the County through the County's Project Manager, any security incident of which it becomes aware within forty-eight (48) hours of discovery of the incident. [45 CFR § 164.314(a)(2)(i)(C)]

e. Associate's Agents. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides PHI received from (or created or received by Associate on behalf of) the County, agrees in writing to the same restrictions and conditions that apply to Associate with respect to such PHI and that such agents conduct their operations within the United States. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides ePHI received, created, maintained, or transmitted on behalf of the County, agrees in writing to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of that ePHI. [45 CFR § 164.314(a)(2)(i)(B)] In no case may Associate's Agents reside and operate outside of the United States.

f. Documentation of Disclosures. Associate agrees to document disclosures of the County's PHI and information related to such disclosures as would be required for the County to respond to a request by an individual for an accounting of disclosures of PHI. Associate agrees to provide the County or an individual, in a time and manner designated by the County, information collected in accordance with the Agreement, to permit the County to respond to such a request for an accounting. [45 CFR § 164.528]

g. Availability of Information to County. Associate shall make available to the County such information as the County may require to fulfill the County's obligations to provide access to, provide a copy of, and account for, disclosures of PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Sections 164.524 and 164.528. [45 CFR § 164.504(e)(2)(ii)(E) and (G)]

h. Amendment of PHI. Associate shall make the County's PHI available to the County as may be required to fulfill the County's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.526 and Associate shall, as directed by the County, incorporate any amendments to the County's PHI into copies of such PHI maintained by Associate, and in the time and manner designated by the County. [45 CFR § 164.504(e)(2)(ii)(F)]

i. Internal Practices. Associate shall make its internal practices, books and records relating to the use and disclosure of the County's PHI (or PHI created or received by Associate on behalf of the County) available to the County and to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the County or the Secretary for purposes of determining Associate's compliance with HIPAA and the HIPAA Regulations. [45 CFR § 164.504(e)(2)(ii)(H) and 45 CFR Part 64, Subpart C.]

- j. Mitigation. Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the County's PHI by Associate in violation of the requirements of this Addendum.
- k. Associate's Insurance. Associate agrees to maintain the insurance coverage provided in the Agreement.
- l. Notification of Breach. Associate shall notify the County within twenty-four (24) hours, and shall provide written notice no later than forty-eight (48) hours of any suspected or actual breach of security, intrusion or unauthorized disclosure of PHI and/or any actual or suspected disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies, and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- m. Expenses. Any and all expenses incurred by Associate in compliance with the terms of this Addendum or in compliance with the HIPAA Regulations shall be borne by Associate.
- n. No Third Party Beneficiary. The provisions and covenants set forth in this Agreement are expressly entered into only by and between Associate and the County and are intended only for their benefit. Neither Associate nor the County intends to create or establish any third party beneficiary status or right (or the equivalent thereof) in any other third party nor shall any other third party have any right to enforce or enjoy any benefit created or established by the provisions and covenants in this Agreement.
- 3. Audits, Inspection and Enforcement.** From time to time, after reasonable notice, upon any breach of this Addendum by Associate, the County may inspect the facilities, systems, books and records of Associate to monitor compliance with this Addendum. Associate shall promptly remedy any violation of this Addendum and shall certify the same to the County in writing. The fact that the County inspects, or fails to utilize its right to inspect, Associate's facilities, systems, books, records, and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does the County's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate to remedy such breach, constitute acceptance of such practice or a waiver of the County's enforcement rights under this Addendum.
- 4. Termination.**
- a. Material Breach. A breach by Associate of any provision of this Addendum, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by the County. [45 CFR § 164.504(e)(3) and 45 CFR § 164.314(a)(2)(i)(D)]
- b. Termination for Cause - Reasonable Steps to Cure Breach. If the County recognizes a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum and does not terminate the Agreement pursuant to Section 4a, above, the County may provide an opportunity for Associate to end the violation or cure the breach within five (5) days, or other cure period as may be specified in the Agreement. If Associate does not cure the breach or end the violation within the time period provided, the County may immediately terminate the Agreement.
- c. Judicial or Administrative Proceedings. The County may terminate the Agreement, effective immediately, if (i) Associate is named as a defendant in a criminal or administrative proceeding for a violation of HIPAA, or (ii) a finding or stipulation that Associate has violated any standard or requirement of the HIPAA Regulations (or other security or privacy law) is made in any administrative or civil proceeding.
- d. Effect of Termination. Upon termination of the Agreement for any reason, Associate shall return or destroy as directed by the County all PHI, including but not limited to ePHI, received from the County (or created or received by Associate on behalf of the County) that Associate still maintains in any form. This provision shall also apply to County PHI that is in the possession of subcontractors or agents of Associate. Associate shall retain no copies of such PHI or, if return or destruction is not feasible, Associate shall provide to the County notification of the conditions that make return or destruction infeasible, and shall continue to extend the protections of this Addendum to such information, and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 CFR § 164.504(e)(2)(ii)(I)]

5. **Indemnification.** Associate shall indemnify and hold harmless the County and its officers, employees, trustees, agents, and instrumentalities (the indemnified parties) from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, trustees, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Addendum by Associate or its employees, agents, servants, partners, principals, or subcontractors. Associate shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of any of the indemnified parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Associate expressly understands and agrees that any insurance protection required by this Addendum, or otherwise provided by Associate, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the indemnified parties as herein provided. This paragraph shall survive the termination of the Agreement.
6. **Limitation of Liability.** Nothing in this Addendum shall be construed to affect or limit the County's sovereign immunity as set forth in Florida Statutes, Section 768.28.
7. **Amendment.**
- a. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to the security and privacy of PHI, including electronic data, are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that the County must receive satisfactory written assurance from Associate that Associate will adequately safeguard all PHI that it receives or creates pursuant to this Agreement. Upon the County's request, Associate agrees to promptly enter into an amendment to the Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Regulations or other applicable laws. The County, in addition to any other remedies including specific performance, may terminate the Agreement upon five [5] days' written notice in the event Associate does not enter into said amendment to the Agreement providing assurances regarding the safeguarding of PHI that the County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA Regulations. Notwithstanding Associate's failure to enter into an amendment, Associate shall comply with all provisions of the HIPAA laws.
- b. **Amendment of Appendix C.** In addition to amendments described in 7a above, Appendix C may otherwise be modified or amended by written mutual agreement of the parties without amendment of the remainder of this Agreement."
8. **Assistance in Litigation or Administrative Proceedings.** Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under this Agreement, available to the County at the County's convenience upon reasonable notice, at no cost to the County, to testify as witnesses, for document production, or otherwise, in the event of litigation or administrative proceedings being commenced against the County, its trustees, officers, agents or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy, except where Associate or its subcontractor, employee or agent is a named adverse party.
9. **Effect on Agreement.** Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect. In the event of any conflict between this Addendum and Agreement, this Addendum shall control.
10. **Interpretation.** This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and applicable Florida laws. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.
11. **Jurisdiction.** Any litigation between the parties regarding the terms of this Addendum shall take place in Miami-Dade County, Florida.

## PROPOSER INFORMATION

Nothing in this Solicitation shall in any way be utilized to request documentation relating to or authorizing consideration of a proposer's social, political, or ideological interests when determining if the proposer is a responsible vendor or give a preference to a proposer based on the proposer's social, political, or ideological interests.

### **Minimum Qualification Requirements**

1. Provide documentation that demonstrates Proposer's ability to satisfy all the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation may be deemed non-responsive. The minimum qualification requirements for this Solicitation are:

- A. Medical Health Services/Licenses:

Proposer shall be a licensed practitioner by the State of Florida Board of Medicine, Division of Medical Quality Assurance, Department of Health, for the Medical Health Services to be provided as of proposal due date. Provide a copy of active licenses.

**-Check the box if copy License(s) provided:**

- B. Proposer shall be a Medicaid Provider for Medical as of proposal due date

**Provide Florida Medicaid National Provider Identifier Number**

- C. Proposer to provide a Certificate of Status in the name of the Proposer, which certifies the following: Registered under the laws of the State of Florida, Division of Corporations and be in good standing, active status as of proposal due date.

(Note: the minimum requirements stipulated above are continuing conditions for award and must be maintained through the contract term and any extensions or renewals).

### **Proposer's Experience and Past Performance for Medical Health Services**

2. State the number of years that the Proposer has been in operation, the number of years providing medical health care, specifically pediatric services, the current number of employees and the primary markets served.
3. Provide a listing of all relevant memberships that the Proposer hold pertaining to this solicitation.
4. Describe the Proposer's past performance and experience in providing proposed pediatric medical health services, to specifically include any familiarity with the Head Start Program and/or The Early Head Start Program, if applicable. Describe related services to include any outreach to a targeted community.
5. Provide a detailed description of two (2) comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three (3) years.
  - a. Client
  - b. Description of Services Provided.
  - c. Total dollar value of the contract.
  - d. Dates covering the term of the contract.
  - e. Client contact person and phone number.
  - f. Statement of whether Proposer was the prime contractor or subcontractor.
  - g. The results of the contracted services and how Proposer resolved any problems encountered.

Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).

6. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such, the Proposer must list and describe all work performed for Miami-Dade County and include for each project:

- a. Name of the County Department which administers or administered the contract,
  - b. Description of services provided.
  - c. Total dollar value of the contract.
  - d. Dates covering the term of the contract.
  - e. County contact person and phone number.
  - f. Statement of whether Proposer was the prime contractor or subcontractor and
  - g. The results of the services.
7. Does the Proposer hold and maintain memberships with the American medical Association (AMA), American Academy of Pediatrics (AAP), (ADA), as applicable to the type of medical I services proposed. (If yes, please list the membership)  Yes  No
8. Describe any other experience related to the work or services described in the Scope of Services (see Section 2.0 Scope of Services of the solicitation) and any other information which may be specific to the required services to be provided.
9. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries, predecessor organization(s), or any wholly owned subsidiary during the past three (3) years. Include in the description the disposition of each such petition.

#### **Key Personnel and Subcontractors Performing Services for Medical Health Services**

10. Identify all key personnel. Provide an organization chart showing Proposer's Program Administrator and all key personnel, including their titles, and copies of licensing, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants and should include the functions to be performed by the key personnel. All key personnel include all medical personnel, partners, managers, seniors and other professional staff that will perform work and/or services in this project.
11. Identify Subcontractors, if any. List the names and addresses of all first-tier subcontractors and describe the extent of work to be performed by each first-tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the Subcontractors who will be assigned to this project.
12. Provide project staff resumes, with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any key personnel of subcontractors.
13. Describe the cultural and linguistic competency of the Proposer's key personnel as it relates to providing services of the targeted community.
14. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of Subcontractors, who will be assigned to this project. Please include: (i) names; (ii) titles; (iii) roles/functions to be performed; and (iv) copies of applicable certifications/accreditations. Address relevant experience, qualifications and other vital information on previous similar contracts, that qualifies the key personnel to perform the services as specified in Appendix A – Scope of Services. Provide resumes, if available, with job descriptions including any key personnel of subcontractors who will be assigned to this contract.

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes intended or otherwise, to the key personnel identified in its proposal.

#### **Proposed Approach to Providing the Services for Medical Health Services**

15. Complete and attach Proposer's Proposed Services in Target Geographic Area Chart as provided in Form 1 Proposed Services in Target Geographic Area to identify the target geographic area(s) / community(s) proposed to be served by Proposer and specify the number of children that can be served in each target area(s) / community(s).

16. Provide a list of the Proposed Service Locations and hours of operation within the targeted geographic area as outlined in Form 1, including flexible hours if applicable.
17. State whether a Mobile Unit will be used to offer services. If yes, please provide a description on how the Proposer plans to use the Mobile Unit to deliver service example schedule in terms of location and hours.
18. Describe how the Proposer intends to fulfill the required services listed in the Solicitation, as well as the approach utilized to ensure the project's success.
19. Describe Proposer's mission, vision and goals as they relate to the provision of Services described in the Solicitation.
20. Describe the environment in which children are cared for daily. Provide examples that will allow the County to understand the quality of the services to be provided and the Proposer's philosophy about early childcare and developmental learning. Identify which needs assessment approach and protocols are utilized.
21. Describe Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this project.
22. Provide a brief statement acknowledging the Proposer's acceptance of and compliance with the corresponding items listed in Section 2.3, Services to be Provided. If the Proposer is not able to accept and comply with any corresponding item, please provide a statement regarding the exception requested for that item and the alternative that is being offered.
23. Describe existing cooperative working relationships with community resources, local businesses, and the district school system and designated target area families. Identify and describe any present or intended collaboration involving Head Start Program medical Health Services and Community Health care Centers within targeted community.
24. Outline the Proposer's methods, techniques, and procedures in documenting and measuring the successful implementation of the required components of the Head Start Program Medical Health Services (i.e. town meetings, needs assessment, consumer survey, census data, and/or health and social services master plan data).
25. Describe how Proposer will demonstrate measurable outcomes for children and their families participating in the Head Start Program Medical Health Care Services.
26. Choose a response to indicate whether the Proposer(s) is willing to continue to provide the required medical health services for enrolled and approved Program children in the event that all funds budgeted for are expended prior to the culmination of the agreement.  
Yes  No
27. **Proposer's Exception**  
Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).