

ISSUING DEPARTMENT INPUT DOCUMENT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. FB-01812
 Contract
 Re-Bid
 Other – Access of Other Entity Contract
 LIVING WAGE APPLIES: YES NO
 Requisition No./Project No.: RQID2100269
 TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: CONTRACT HEALTHCARE STAFFING SERVICES

Description: The purpose of this solicitation is to establish a contract for healthcare staffing services for the Miami-Dade County Community Action and Human Services and the Public Housing and Community Development departments, on an as needed basis. See attached.

Issuing Department: ISD
 Contact Person: Pablo Martinez
 Phone: 305-375-4254
 Estimate Cost: \$9,100,000.00
 Funding Source:
 GENERAL
 FEDERAL
 OTHER

ANALYSIS

Commodity Codes:	<u>948</u>	<u>96465</u>		
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.				
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	
Contractor:				
Small Business Enterprise:				
Contract Value:				
Comments:				
Continued on another page (s): <input type="checkbox"/> YES <input type="checkbox"/> NO				

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE				
Basis of Recommendation:				
Signed: <u>Pablo Martinez</u>	Date sent to SBD: <u>09/30/2021</u>			
	Date returned to SPD: <u></u>			

SECTION 2 - SPECIAL TERMS AND CONDITIONS

Note: **Award of this contract is contingent upon the rejection of all bids on Solicitation FB-01812.**

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for healthcare staffing services for the Miami-Dade County on an as needed basis.

2.2 TERM OF CONTRACT

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Purchase Order issued by the County. The contract shall expire on the last day of the last month of the five (5) year term.

2.3 METHOD OF AWARD: TO LOWEST PRICED BIDDER(S) BY GROUP

Award of this contract will be made to the two (2) lowest priced responsive, responsible Bidders on a group-by-group basis, who meet the qualification criteria listed below. In order to be considered for award for a given group, the Bidder must offer hourly bill rates for all positions stipulated within the given group. The County will then select the Bidder(s) for award for each group by totaling the extended (hourly bill rate multiplied by the estimated amount of hours) pricing for all of the positions within each group. If a Bidder fails to submit an offer for all positions within the group, its offer for that specific group may be rejected. The groups included in this solicitation are as follows:

Group 1- Healthcare Professionals Positions (Non-Federally Funded)

Group 2 - Healthcare Related Positions (Non-Federally Funded)

Group 3 - Healthcare Professionals Positions (Federally Funded)

Group 4 - Healthcare Related Positions (Federally Funded)

While the award will be made to multiple Bidder(s) by group to assure availability, the lowest priced Bidder for each group will be given the first opportunity to perform under this Contract. Award to multiple Bidder(s) is made for the convenience of the County and does not exempt the primary Bidder from fulfilling its contractual obligations.

QUALIFICATION CRITERIA

A. Bidder(s) shall provide three (3) client references for which they have provided similar healthcare staffing services as described herein, demonstrating they have been engaged in the business of providing healthcare staffing services. References shall be for entities including hospitals, elderly nursing homes, private medical facilities, other public entities etc. The client references shall include the name of the entity, a description of the positions filled, period in which services were provided, and the contact person's name, phone number, and email address.

- B.** Bidder(s) shall provide the contact information of a designated representative to address matters relating to the contract. Bidder(s) shall provide the representative's name, title, phone number and email address.

Bidder(s) shall provide all of the specified information, documents and attachments listed above with their Submittal as proof of compliance with the requirements of this solicitation. However, the County may, at its sole discretion and in its best interest, allow Bidder(s) to complete, supplement or supply the required documents during the evaluation period.

2.4 PRICES, PAY RATES, OVERTIME AND COMPLIANCE

A. Price

The prices submitted by Bidders shall be inclusive of all labor costs, transportation, equipment, and incidentals in providing the specified services. Additional charges of any kind added to the invoice submitted by the Awarded Bidder(s) are prohibited.

B. Pay Rates

1. The hourly billing rate shall include full compensation for labor, equipment use, travel time, toll fees, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act (FUTA) and State Unemployment Tax Act (SUTA) Taxes, Medicare, Workmen's Compensation, Liability Insurance, overhead, profit and other cost to the Awarded Bidder(s).
2. All Awarded Bidders shall pay to all employees providing services under this contract, a minimum pay rate equal to or greater than the pay rates indicated in Section 3.2 of this solicitation.

Awarded Bidder(s) will provide to the County proof to demonstrate the minimum wages stipulated above are being paid to the employees assigned to this contract. The County reserves the right to audit the payroll, during the contract term to ensure contract compliance. If the Awarded Bidder(s) do not comply with the contract, the Awarded Bidder(s) may be found in default and the contract terminated.

C. Overtime / Holiday Rate

County shall allow overtime/holiday rate payment at a maximum rate of one and a half times the regular hourly wages proposed by the Awarded Bidder(s). Overtime applies only after forty (40) hours/week have been completed, and holiday rate applies to services rendered during County observed holidays as noted in Section 2.7 below. This allowance shall only be provided in those instances where expressly authorized by a representative of the County prior to the commencement of the overtime/holiday rate work. Further, overtime/holiday rate work shall not be allowed during the normal work day.

2.5 ADJUSTMENT TO PRICES

The prices resulting from this solicitation, shall remain fixed and firm until September 30, 2022. Thereafter, the prices shall be adjusted based on percentage change listed in the Living Wage Notice, which is published annually on October 1st. For additional information, click on the link below to find the latest Living Wage Notice:

<https://www.miamidade.gov/smallbusiness/living-wage-reports.asp>

As such, the Awarded Bidder shall adjust pay rates to the employees by the same percentage increase.

2.6 CONTRACT MEASURES

A. Groups 1 and 2 - Non-Federally Funded Purchases

An SBE Set-Aside measure applies to Groups 1 and 2 - Non-Federally Funded Purchases. Refer to Section 1. Paragraph 1.44, Small Business Enterprise Measures in Accordance with CFR 300.19(B), Paragraph 1.44, Small Business Enterprise Shall not Apply to Federally Funded Purchases.

B. Groups 3 and 4 - Federally Funded Purchases

No Measure applies to Groups 3 and 4 - Federally Funded Purchases. Refer to Section 1. Paragraph 1.44, Small Business Enterprise Measures in Accordance with CFR 300.19(B), Paragraph 1.44, Small Business Enterprise Shall Not Apply to Federally Funded Purchases.

2.7 ADDITION OR DELETION OF JOB CLASSIFICATIONS

A. Addition

Although this solicitation identifies specific job classifications (positions) which are required by the County departments in conjunction with their operations, it is hereby agreed and understood that job classification(s) may be added during the term of the contract at the option of the County. Under these circumstances, a County representative will contact the Awarded Bidders for a specific group, to obtain pricing for the additional job classification(s). The County reserves the right to award these additional job classification(s) to the two (2) lowest priced responsive, responsible Bidders on a group-by-group basis, negotiate pricing or acquire the additional job classification(s) through a separate solicitation. Any additional job classification(s) required shall be purchased in accordance with Section 2, Paragraph 2.3.

B. Deletion

Job classification(s) may be deleted when such job classification(s) are no longer required during the term of the contract, upon written notice to the Awarded Bidder(s).

All addition and deletion of job classifications shall be memorialized by a formal written contract modification.

2.8 LIMITATIONS OF OPERATION

Awarded Bidder(s) maybe required to provide services any time of the day, any day of the week, as requested by the County. However, the County anticipates that the majority of the services will be needed during the facility hours outlined in Attachment A, Facility Descriptions. The services are based on the defined job classifications provided in Attachment B, Job Classifications and Descriptions. A typical work week shall consist of forty (40) work hours.

Awarded Bidder(s) shall not provide any personnel to perform Services to County departments on holidays officially observed by the County, unless such Services are approved by the County. If such services are required on official holidays observed by the County, the County will notify the Awarded Bidder(s) and will paid pursuant to Section 2.4 c., Overtime/Holiday Rate.

Currently observed County holidays may be viewed at the link below:

<https://www.miamidade.gov/global/humanresources/holidays.page>

2.9 CONFIDENTIALITY

In accordance with all applicable laws, regulations, and procedures, the Awarded Bidder(s) shall maintain strict confidentiality of all information and records which the Awarded Bidder(s) or the Awarded Bidders' personnel may come in contact or be privy to in the course of providing services. Awarded Bidder(s) and the individuals provided by the Awarded Bidder(s) shall affirm in writing, that confidential information shall not be disclosed either during or after the provision of services or following the termination of the contract or of an individual's employment with the Awarded Bidder(s). Written affirmation shall be provided at time confidential information is disclosed.

NOTE: Awarded Bidder(s) employees selected for County assignments must be informed by the Awarded Bidder(s) in writing of this policy.

2.10 FEDERAL FUNDING (GROUPS 3 & 4)

The contract to be established under this solicitation, for Group 3, Healthcare Professional Positions (Federally Funded) and Group 4, Healthcare Related Positions (Federally Funded) will be accessed by federally funded departments. Since services acquired under these Groups will be purchased, in part or in whole, with federal funding.

Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this solicitation and resultant contract by reference.

Except for certain clauses within this solicitation, of which do not apply to federally funded purchases. Said clauses are referenced in Section1, General Terms and Conditions.

2.11 SECTION 3 REQUIREMENTS (GROUPS 3 & 4 ONLY)

In order to be considered for award of Groups 3 and 4, Bidder(s) must complete and submit the forms referenced in Attachment C with their bid(s).

2.12 SOUTH FLORIDA BEHAVIORAL HEALTH NETWORK INC.'S REQUIREMENT

Awarded Bidder(s) which provide services for the Community Action and Human Services Department are also required to adhere to the terms and conditions of Contract No. KH225, between the Florida Department of Children and Families and South Florida Behavioral Health Network, Inc., which addresses the administration, management, and oversight of a consumer-centered and family-focused comprehensive coordinated system of care for adults and children with behavioral health issues. It is hereby agreed and understood that Contract No. KH225 is incorporated into this solicitation and resultant contract by reference, and can be found at <https://www.thrivingmind.org/providers/contracts/>.

2.13 INSURANCE REQUIREMENTS

The following insurance requirements **supersede** the respective coverages listed in Section 1. Paragraph 1.22 (A), Insurance Requirements:

- A. Worker's Compensation Insurance for all employees as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount no less than \$1,000,000 per occurrence \$2,000,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit.
- D. Professional Liability or Medical Malpractice insurance in an amount not less than \$1,000,000 per occurrence \$2,000,000 in the aggregate.
- E. Cyber Liability in an amount not less than \$1,000,000 per occurrence \$2,000,000 in the aggregate.

SECTION 3 - TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

Awarded Bidder(s) shall provide various types of healthcare professionals and related healthcare positions to the County. The individuals shall meet the qualifications and have the knowledge, formal education, training, licenses (if requires), skills, and abilities as listed in Attachment B, Job Classifications and Descriptions, for individual positions. If requested by the County, the Awarded Bidder(s) will provide references, documentation, and/or information concerning the licenses, educational level and/or employment experience of the individual within one (1) working day of the request. In the event that an individual assigned to the County is found to be unqualified for the assignment, the County shall request that the Awarded Bidder replace the employee. The County shall be the sole judge of qualification and its decision shall be final.

Awarded Bidder(s) shall be familiar with all Federal, State and Local Laws, Ordinances, Code Rules and Regulations that may in any way affect the work. Ignorance on the part of the Awarded Bidder(s) will in no way relieve the Awarded Bidder(s) from responsibility.

Services are divided into the following groups:

Group 1: Healthcare Professionals Positions (Non-Federally Funded)

Description
Licensed Practical Nurse
Registered Nurse
Certified Nursing Assistant
Medical Doctor/ Psychiatrist
Dietitian/Nutritionist

Group 2: Healthcare Related Positions (Non-Federally Funded)

Description
Home Care Aide
Social Worker Aide
Social Worker 1
Health Services Coordinator/Administrator

Group 3: Healthcare Professionals Positions (Federally Funded)

Description
Licensed Practical Nurse
Registered Nurse
Certified Nursing Assistant
Medical Doctor/Psychiatrist
Dietician/Nutritionist

Group 4: Healthcare Related Positions (Federally Funded)

Description
Home Care Aide
Social Worker Aide
Social Worker 1
Health Services Coordinator/ Administrator

3.2 MINIMUM PAY RATES

Below are the minimum hourly pay rates to the employees, for both Federal and Non-Federal Funded groups, for the positions listed:

A. Healthcare Professionals Positions

Positions	Minimum Hourly Pay Rates to Employee
Licensed Practical Nurse	\$28.00
Registered Nurse	\$30.00
Certified Nursing Assistant	Living Wage Rate*
Medical Doctor/ Psychiatrist	\$154.00
Dietitian/Nutritionist	Living Wage Rate*

B. Healthcare Related Positions

Positions	Minimum Hourly Pay Rates to Employee
Home Care Aide	Living Wage*
Social Worker Aide	Living Wage*
Social Worker 1	\$18.00
Health Services Coordinator/Administrator	Living Wage*

Note: *The Living Wage rate shall be \$14.03 per hour with qualifying health benefits valued at least \$3.59 per hour, otherwise \$17.62 per hour.

The above minimum rates shall be adjusted every October 1 in accordance with Section 2.5.

3.3 LICENSURE REQUIREMENTS

All health professionals requiring licensure shall have current State of Florida Certification, reference checks, physical examinations, and other compliances with State licensure requirements prior to providing services to the County. Awarded Bidder(s) shall provide documentation to the County's Departmental Personnel Representative prior to employment.

3.4 CONTINUITY OF CARE

Due to the nature of these services, it is preferred that the Awarded Bidder(s) provide continuity of care by assigning the same health professional to a specific location.

3.5 MEDICATION ADMINISTRATION

Licensed Practical Nurse personnel provided by the Awarded Bidders for Group 1, Healthcare Professional Positions (Non-Federally Funded) and Group 3, Healthcare Professional Positions (Federally Funded), shall be proficient in medication administration.

3.6 ASSISTANCE WITH SELF-ADMINISTERED MEDICATION

For facilities which provide assistance with self-administered medication, either a nurse; or an unlicensed staff member, who is at least 18 years old, trained to assist with self-administered medication in accordance with Rule 58A-5.0191, Florida Administrative Code, and able to demonstrate to the administrator the ability to read and interpret a prescription label, must be available to assist residents with self-administered medications in accordance with procedures described in Section 429.256, Florida Statute.

3.7 ACQUIRED IMMUNODEFICIENCY SYNDROME (AIDS) PATIENTS

Awarded Bidders for Group 1, Healthcare Professional Positions (Non-Federally Funded) and Group 3, Healthcare Professional Positions (Federally Funded), must provide a Licensed Practical Nurse and Certified Nursing Assistant personnel to work with all residents in the facilities including residents that have been diagnosed with the AIDS virus, if required.

3.8 ASSIGNMENT REQUIREMENTS

The County will request the Awarded Bidder(s) provide healthcare professional(s), upon written official notification. The County shall have the option to request more than one individual at a time for any specific assignment and to interview and select the best candidate for the specific assignment at no cost to the County.

The Awarded Bidder(s) will be given a minimum lead time of five (5) working days to provide the County with the healthcare professional's name, assigned job classification, and time and place they will report for duties. Lead time begins when the County requests the healthcare professional and ends when the Awarded Bidder(s) provide the healthcare professional(s) information denoted above.

3.9 NOTIFICATION AND NO SHOWS

A. Notification

Awarded Bidder(s) must have the assigned health professional(s) commence duties within forty-eight (48) hours from the time assignment is made and personnel passes both the Drug and Alcohol Testing and the Criminal History Background Check . If the Awarded Bidder(s)' health professional(s) fail to commence duties within the specified timeframe, the County shall request the services from the secondary awarded Bidder.

B. No Shows

Awarded Bidder(s) shall maintain a no show rate of less than five percent (5%) for all personnel for both emergency and non-emergency assignments. A replacement health professional must be assigned in the event the employee is unable to report to work. If the Awarded Bidder(s) fail to do so, the County has the right to request the services from the secondary Awarded Bidder.

3.10 RECRUITMENT

It is the sole responsibility of the Awarded Bidder(s) to recruit qualified personnel to service the contract. The Awarded Bidder(s) may not rely on referrals from the County to fill the requested needs.

A. Orientation

Awarded Bidder(s) shall provide orientation to new Registered Nurses, Licensed Practical Nurses, Certified Nursing Assistants, Nutritionists / Dieticians and Social Workers for the program to which they are assigned prior to their first assigned shift.

B. Drug and Alcohol Testing

Awarded Bidder(s) will be responsible for conducting drug and alcohol screening of all personnel supplied to the County, and provide proof of drug and alcohol test prior to the acceptance of any personnel approval for an assignment. Drug and alcohol testing must be performed in accordance with the County's protocol. Awarded Bidder(s) employees must test negative in order to begin to work on any County assignment. Awarded Bidder(s) shall bear all costs associated with the initial drug and alcohol test. Any Awarded Bidder's employee who tests positive for drugs or alcohol will not be resubmitted as a candidate for any County assignment. All Awarded Bidders' employees selected as candidates for assignments must be informed by the Awarded Bidder(s), in writing of these policies.

The County's Random Drug Testing Policy will apply to the Awarded Bidder(s) employees while working on a County assignment. The County will be responsible for the cost of the random drug testing and the Awarded Bidder(s) employees will be paid at the regular hourly rate for the time spent in random drug testing. Should any employee test positive during random drug testing, the Awarded Bidder's employee assignment with the County will be terminated, and the Awarded Bidder must provide an immediate replacement for the employee.

C. Criminal History Background Checks

Prior to the commencement of work for any contracted employee, the County, at its own expense, will conduct a comprehensive criminal background check by accessing the Florida Department of Law Enforcement's (FDLE) Volunteer and Employee Criminal History System (VECHS). The County, through the VECHS program will request fingerprint based criminal history background checks for all contingent personnel hired under this contract. Through the VECHS program, the FDLE and the Federal Bureau of Investigation (FBI) will provide state and national fingerprint based criminal history information on applicants. Awarded Bidder(s) employees assigned to the County must sign an authorization for the County to access criminal background information. All costs shall be borne by the County. Awarded Bidders' employees shall not commence performance under this contract until notice of acceptability has been provided by the County.

Prior to the commencement of work for any temporary employee, the Awarded Bidder(s) shall be responsible for conducting a level 2 background screening for all personnel as required in Section 408.809(1)(e), Florida Statute, pursuant to Chapters 435, Florida Statute, and 408.809, Florida Statute. Awarded Bidder(s) employees' level 2 background screening must be cleared prior to commencement of assignment. Awarded Bidder(s) shall bear all costs associated with the initial level 2 background screening, and any additional level 2 screening requirement thereafter.

D. Uniforms

Awarded Bidder(s) shall ensure that all personnel conform to the dress codes of the facility programs to which they are assigned. Awarded Bidder(s) must consult with requesting County department for proper uniform pertaining to the corresponding program.

E. County Identification (ID) Badges

Awarded Bidders' employees assigned to the County must wear a County issued temporary ID badge at all times at County facilities. Contact Human Resources for information as to the requirements in obtaining the temporary ID badge. Additional security clearance may be required during the Contract term as may be mandated by County ordinance, local, state, federal law or department policy. Awarded Bidders' employees are required to complete an application, present original documents and pay a fee.

In addition, the Awarded Bidders' employees are responsible for reporting lost temporary ID badges to Human Resources and paying a fine. Upon termination the temporary ID badge must be returned by the Awarded Bidders' to the following address:

Human Resources
Stephen P. Clark Center
111 NW 1st Street, 21st Floor
Miami, FL 33128
Tel: (305) 375-1589

3.11 EMERGENCY ASSIGNMENTS AND RESPONSE TIME

Emergency assignments are those requests that require the Awarded Bidder(s) to respond within one (1) hour of receipt of the County's notification for healthcare services. Such responses shall be made available to the County, twenty-four (24) hours a day, seven (7) days a week. If the Awarded Bidder(s) fail to respond within the specified timeframe, the County may deem the Awarded Bidder(s) in default of the contract in accordance with Section 1, Terms and Conditions, Section 1. Paragraph 1.26, Termination for Default.

3.12 WORK COMPLETION

All assigned work including charting should be completed during each assigned shift. If the charting is not completed during the work shift, the Awarded Bidder(s) shall require personnel to return to the facility within twenty-four (24) hours to complete the documentation, at no charge to the County.

3.13 PROTECTION OF PROPERTY

Awarded Bidder(s) shall be held responsible for any damage occurring by reason of the employee's operation of the County's equipment or property.