

# MEMORANDUM

Agenda Item No. 14(A)(1)


**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** May 7, 2013

**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Resolution (1) approving the proposed two-year agreement, commencing on May 1, 2013, between the Public Health Trust of Miami-Dade County, Florida and Carlos A. Migoya, MBA, for Trust President and Chief Executive Officer services with a base salary of \$590,000.00 per year, performance bonus and executive benefits and (2) authorizing the Chairman or Vice-Chairman of the Trust Financial Recovery Board to execute said agreement

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Audrey M. Edmonson.

  
\_\_\_\_\_  
R. A. Cuevas, Jr.  
County Attorney

RAC/jls

Date: May 1, 2013

To: The Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

From: Marcos Jose Lapciuc  
Chairman, Financial Recovery Board  
Public Health Trust

Subject: Resolution Approving the Two-Year Employment Agreement between, the Public Health Trust of Miami-Dade County, FL and Carlos A. Migoya, MBA

---

**Recommendation**

On April 29, 2013, the Financial Recovery Board ("FRB") of the Public Health Trust of Miami-Dade County, FL ("Trust"), passed and adopted Resolution No. PHT 04/13 - 023, which approved a two-year employment contract between Carlos A. Migoya, MBA and the Trust for president and chief executive officer services for the Trust. Said resolution recommended that the Board of County Commissioners ("Commission") approve the same employment contract and directed Trust staff to take all necessary steps to complete execution and implementation of the employment contract. Thus, it is recommended that the attached agreement between the Trust and Carlos A. Migoya, MBA, be approved by the Commission. .

**Scope**

The impact of this agenda item is to the Public Health Trust.

**Background**

On May 1, 2011, the Public Health Trust Board of Trustees hired and appointed Carlos A. Migoya as President and Chief Executive Officer of the Trust. The Agreement terms included a base salary of \$590,000, a performance bonus and the Miami-Dade County Group 1 Executive Benefit Package. The Agreement was for a two-year term expiring on April 30, 2013. The new two-year Agreement, the result of negotiations between the FRB Chairman and Mr. Migoya is attached hereto and is now being submitted for your approval. The agreement incorporates quality goals as well as strategic and growth initiatives as requested by the FRB.

The attached agreement is the result of negotiations with Mr. Migoya and includes the following material terms:

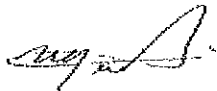
- Same base salary of \$590,000.00 per contract year.
- Quality goals and strategic growth initiatives are incorporated as requirements for a performance bonus.
- If the fund net assets increase for the system exceeds \$10,000,000.00, Mr. Migoya will receive an additional \$50,000 as part of his bonus.

Honorable Chairwoman Rebeca Sosa  
and Members, Board of Commissioners  
Page No. 2

- Mr. Migoya's benefit package transitioned from the Dade County Group 1 Executive Benefit Package, which is no longer available, to a new Trust package. The President and CEO benefits will remain the same as under the earlier Benefit Package with the exception of the enrollment in the Jackson Health System Supplemental Retirement Plan.

Pursuant to the Miami-Dade County Code of Ordinances, Section 25A-9(c)(5)(i)(A), any employment contract for a Chief Executive Officer appointed by the FRB requires prior Commission approval before becoming effective.

Thank you for your consideration.



---

Marcos Jose Lapciuc  
Chairman  
Public Health Trust  
Financial Recovery Board



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** May 7, 2013

**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No.14(A)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor

Agenda Item No. 14(A) (1)

Veto \_\_\_\_\_

5-7-13

Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION (1) APPROVING THE PROPOSED TWO-YEAR AGREEMENT, COMMENCING ON MAY 1, 2013, BETWEEN THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA AND CARLOS A. MIGOYA, MBA, FOR TRUST PRESIDENT AND CHIEF EXECUTIVE OFFICER SERVICES WITH A BASE SALARY OF \$590,000.00 PER YEAR, PERFORMANCE BONUS AND EXECUTIVE BENEFITS AND (2) AUTHORIZING THE CHAIRMAN OR VICE-CHAIRMAN OF THE TRUST FINANCIAL RECOVERY BOARD TO EXECUTE SAID AGREEMENT

**WHEREAS**, the Public Health Trust ("Trust") is an agency and instrumentality of Miami-Dade County that operates Jackson Health System ("JHS"), including Jackson Memorial Hospital, Jackson South Community Hospital ("JSCH"), Jackson North Medical Center ("JNMC") and multiple other County designated facilities providing health care services to all segments of the Miami-Dade County community; and

**WHEREAS**, Sections 25A-3(f)(5) and 25A-9(c)(5)(i)(A) of the Miami-Dade County Code fully empower the governing board of the Trust ("Recovery Board") to appoint a Chief Executive Officer of the Trust and to remove such an appointee; and

**WHEREAS**, in May 2011, the Trust hired and appointed Carlos A. Migoya, MBA, as President and Chief Executive Officer of the Trust; and

**WHEREAS**, Chapter 25A provides further that the Recovery Board shall annually evaluate the performance of the Chief Executive Officer; and

**WHEREAS**, the Recovery Board has evaluated Mr. Migoya's performance as president and chief executive officer and found said performance satisfactory and that Mr. Migoya's

5

continued service was in the best interest of the Trust, as reflected in the resolution attached hereto; and

**WHEREAS**, Mr. Migoya has expressed his desire to continue said service and enter into a new employment agreement with the Trust; and

**WHEREAS**, the Chairman of the Recovery Board negotiated a new agreement with Mr. Migoya, also attached hereto; and

**WHEREAS**, Section 25A-9(c)(5)(i)(A) of the Miami-Dade County Code requires that any employment contract for a Chief Executive Officer appointed by the Recovery Board of the Trust requires prior County Commission approval before becoming effective; and

**WHEREAS**, the Commission also finds Mr. Migoya's performance to be satisfactory and further finds that his continued service would be in the best interest of the Trust; and

**WHEREAS**, the Commission finds the terms of the negotiated employment agreement are acceptable; and

**WHEREAS**, the Commission desires to accomplish the purposes outlined in this Resolution as further described in the memorandum, agreement and Recovery Board resolution attached hereto and made a part hereof, and finds that the actions described herein are in the best interest of the Trust and the communities it serves,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board hereby (1) approves the two-year Agreement, commencing on May 1, 2013, between the Public Health Trust of Miami-Dade County and Carlos A. Migoya, MBA, for President and Chief Executive Officer services with a base salary of \$590,000 per year, performance bonus, and Executive

6

Benefits as outlined in the attached Agreement; and (2) authorizes the Chairman or Vice-Chairman of the Financial Recovery Board of the Trust to execute said Agreement.

The Prime Sponsor of the foregoing resolution is Commissioner Audrey M. Edmonson. It was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

- |                      |                         |
|----------------------|-------------------------|
|                      | Rebeca Sosa, Chairwoman |
|                      | Lynda Bell, Vice Chair  |
| Bruno A. Barreiro    | Esteban L. Bovo, Jr.    |
| Jose "Pepe" Diaz     | Audrey M. Edmonson      |
| Sally A. Heyman      | Barbara J. Jordan       |
| Jean Monestime       | Dennis C. Moss          |
| Sen. Javier D. Souto | Xavier L. Suarez        |
| Juan C. Zapata       |                         |

The Chairperson thereupon declared the resolution duly passed and adopted this 7<sup>th</sup> day of May, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Valda Clark Christian

RESOLUTION NO. PHT 04/13 -- 023

**RESOLUTION (1) APPROVING A TWO-YEAR AGREEMENT, COMMENCING ON MAY 1, 2013, BETWEEN THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA AND CARLOS A. MIGOYA, MBA, FOR TRUST PRESIDENT AND CHIEF EXECUTIVE OFFICER SERVICES WITH A BASE SALARY OF \$590,000.00 PER YEAR, PERFORMANCE BONUS AND EXECUTIVE BENEFITS; (2) AUTHORIZING THE CHAIRMAN OF THE FINANCIAL RECOVERY BOARD TO EXECUTE SAID AGREEMENT UPON ALL NECESSARY APPROVALS; (3) RECOMMENDING THAT THE MIAMI-DADE BOARD OF COUNTY COMMISSIONERS APPROVE THE AGREEMENT; AND (4) DIRECTING STAFF TO TAKE ALL ACTIONS NECESSARY TO EXECUTE AND IMPLEMENT THE AGREEMENT**

*(Marcos Jose Lapciuc, Chairperson, Public Health Trust Financial Recovery Board)*

WHEREAS, Sections 25A-3(f)(5) and 25A-9(o)(5)(i)(A) of the Miami-Dade County Code fully empower the governing board ("Board") of the Public Health Trust of Miami-Dade County ("Trust") to appoint a Chief Executive Officer of the Trust and to remove such an appointee; and

WHEREAS, Chapter 25A provides further that the Board shall annually evaluate the performance of the Chief Executive Officer; and

WHEREAS, in May 2011, the Trust hired and appointed Carlos A. Migoya, MBA, as President and Chief Executive Officer of the Trust; and

WHEREAS, the Board since has evaluated the Chief Executive Officer finding that it is satisfied with Mr. Migoya's performance and that his continued service is in the best interest of the Trust; and

WHEREAS, Mr. Migoya has expressed his desire to continue said service and enter into a new employment agreement with the Trust;

WHEREAS, the Chairperson of the Board has negotiated a new agreement with Mr. Migoya, attached hereto, which the Board finds satisfactory; and



**Add-on Agenda Item (2)  
PHF Financial Recovery Board  
Chairperson's Report  
April 29, 2013**

-Page 2-

WHEREAS, Section 25A-9(c)(5)(i)(A) of the Miami-Dade County Code requires that any employment contract for a Chief Executive Officer appointed by the Financial Recovery Board of the Trust requires prior County Commission approval before becoming effective.

NOW, THEREFORE, BE IT RESOLVED BY THE FINANCIAL RECOVERY BOARD OF THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby:

- (1) Approves a two-year Agreement, commencing on May 1, 2013, between the Public Health Trust of Miami-Dade County and Carlos A. Migoya, MBA, for President and Chief Executive Officer services with a base salary of \$590,000.00 per year, performance bonus and Executive Benefits as outlined in the attached Agreement;
- (2) Authorizes the Chairman or Vice-Chairman of the Board to execute said Agreement upon all necessary approvals;
- (3) Recommends that the County Commission approves the Agreement;
- (4) Directs Trust staff to take all actions necessary to execute and implement the Agreement, including, but not limited to, actions necessary to obtain County Commission review and approval of the Agreement.

Add-on Agenda Item (2)  
PHT Financial Recovery Board  
Chairperson's Report  
April 29, 2013

-Page 3-

The foregoing resolution was offered by Mr. Arriola and the motion was seconded by Mr. Nuell as follows:

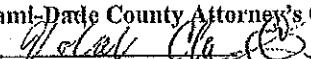
Joe Arriola	Aye
Michael Bileca	Absent
Mojdeh L. Khaghan	Aye
Marcos Jose Lapciuc	Aye
Irene Lipof	Aye
Stephen S. Nuell	Aye
Darryl K. Sharpton	Aye

The Chairperson thereupon declared the resolution duly passed and adopted this 29<sup>th</sup> day of April 2013.

**PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA**

BY: \_\_\_\_\_

  
Stephen S. Nuell, Secretary

Approved by the Miami-Dade County Attorney's Office as to form  
and legal sufficiency 



MEMORANDUM

**TO:** Chairman and Board Members  
Financial Recovery Board/Jackson Health System

**FROM:** Maria Huot-Barrientos, Chief Human Resources Officer  
Public Health Trust/Jackson Health System

**DATE:** April 23, 2013

**SUBJECT:** APPROVAL OF A TWO-YEAR AGREEMENT, COMMENCING ON MAY 1, 2013,  
BETWEEN THE TRUST AND CARLOS A. MIGOYA, PRESIDENT AND CEO

---

**Request**

That the Financial Recovery Board of the Public Health Trust of Miami-Dade County, FL, approve the attached Agreement between the Trust and Carlos A. Migoya, recommend approval thereof to the Miami-Dade County Board of County Commissioners, and direct Trust staff to take all necessary steps to complete execution and implementation of said agreement.

**Background**

On May 1, 2011 the Public Health Trust Board of Trustees hired and appointed Carlos A. Migoya as President and Chief Executive Officer of the Trust. The Agreement terms included a base salary of \$590,000, a performance bonus and Miami-Dade County Group 1 Executive Benefit Package. The Agreement was for a two-year term expiring on April 30, 2013. The new two-year Agreement, the result of negotiations between the FRB Chairman and Mr. Migoya is attached hereto and is now being submitted for your approval. The agreement incorporates quality goals as well as strategic and growth initiatives as requested by this Board.

The attached agreement is the result of negotiations with Mr. Migoya and includes the following material terms:

- Same base salary of \$590,000.00 per contract year.
- Quality goals and strategic growth initiatives are incorporated as requirements for a performance bonus
- If the fund net assets increase for the system exceeds \$10,000,000.00, Mr. Migoya will receive an additional \$50,000 as part of his bonus.
- Mr. Migoya's benefit package transitioned from the Dade County group 1 Executive Benefit Package, which is no longer available. The President and CEO benefits remain the same with the exception of the enrollment in JHS Supplemental Retirement Plan.

**Recommendation**

It is recommended that the attached Agreement between the Public Health Trust of Miami-Dade County and Carlos A. Migoya be approved by the Financial Recovery Board. Further, we recommend that the Board recommend approval of the Agreement to the Miami-Dade County Board of County Commissioners, and direct Trust staff to take all necessary steps to complete execution and implementation of said agreement.

**AGREEMENT BETWEEN THE PUBLIC HEALTH TRUST OF  
MIAMI-DADE COUNTY AND CARLOS A. MIGOYA, M.B.A.**

THIS AGREEMENT entered into as of this \_\_\_ day of \_\_\_\_\_, 2013, by and between THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY (hereinafter referred to as the "Trust") and Carlos A. Migoya, M.B.A. (hereinafter referred to as "Mr. Migoya").

**WITNESSETH**

WHEREAS, pursuant to Chapter 25A of the Code of Miami-Dade County, Florida (the "Code"), the Board of County Commissioners created the Trust and delegated to the Trust many of the County's responsibilities under Article 1, Section 1.01A6 of the Charter, related to the provision of healthcare of Miami-Dade County; and

WHEREAS, Sections 25-A3(f) and 25-A9(c)(5)(i) of the Code fully empower the governing board of the Trust ("Board") to appoint a Chief Executive Officer and to remove such an appointee; and

NOW, THEREFORE, for and in consideration of the foregoing premises and other good and valuable consideration the Trust hereby agrees to retain and employ Mr. Migoya as the Chief Executive Officer and President of the Trust, under the following terms and conditions:

1. Term. This Agreement shall be for a term of two (2) years, beginning May 1, 2013, which date shall be the commencement date of the term hereof. May 1<sup>st</sup> of each subsequent year shall be the "Anniversary Date" of Mr. Migoya's employment.
2. Option to Renew. The Trust shall have the option to renew this Agreement for two (2) additional two-year terms. The option to renew shall be exercised by the Chairperson of the Board no later than six (6) months from the expiration of (i) the initial term or (ii) the first renewal term of this Agreement by the Chairperson's giving written notice to Mr. Migoya stating whether or not the Trust will be exercising an option to renew.
3. Mr. Migoya's Duties. Mr. Migoya shall have those powers and duties assigned to him by the Board from time to time and that are customary for the Chief Executive Officer and President of a major urban teaching hospital and system of the magnitude as Jackson Health System ("JHS"). Without limiting the generality of the foregoing, Mr. Migoya shall have those duties and powers of the Chief Executive officer and President of the Trust provided for in Chapter 25A of the Code and the Bylaws of the Trust, as both are amended from time to time. Further consistent with Chapter 25A of the Code and the Bylaws of the Trust, Mr. Migoya will be subject to yearly performance reviews based on metrics customary of major urban teaching hospitals and systems of similar magnitude and JHS.
4. Base Salary. The Trust shall pay Mr. Migoya a base annual salary of Five Hundred and Ninety Thousand Dollars (\$590,000). The base annual salary shall be payable on the regularly established Trust payroll dates. Mr. Migoya shall also be eligible for a pay-for-performance bonus if, and only if, JHS generates an increase in fund net assets as indicated in the audited financial statements of The Public Health Trust of Miami-Dade County for the applicable fiscal year. Such financial statements will be prepared in accordance with US GAAP and be certified by an independent external auditor. The pay-for-performance plan for which Mr. Migoya will be eligible upon profitability of JHS is attached hereto as Exhibit 1, and outlined in Exhibits 3 and 4 hereto regarding achievement of set quality indicators and strategic growth initiatives.

5. Cost-of-Living Salary Increases. Commencing in January, 2014, Mr. Migoya shall be entitled to receive the cost-of-living increases that are received by any other Trust employee. No additional action by the Board shall be required for the cost-of-living adjustment.
6. Executive Benefits. As additional compensation the Trust shall provide Mr. Migoya Executive Benefits as specifically set forth in Exhibit 2 attached hereto and made a part hereof.
7. Retirement and Leave Time. Mr. Migoya shall be entitled to the same retirement program as all other Trust employees and to participate in other tax deferred programs and leave time as typically available to the Trust's Senior Level Executive staff.
8. Termination At Will and Severance. Mr. Migoya understands and agrees that, in accordance with Section 25A-3(f) of the Code, he is an employee-at-will and that the Trust may terminate him for any reason as the Board determines in its sole and exclusive discretion. If, however Mr. Migoya is terminated without cause prior to May 1, 2015 then Mr. Migoya shall be entitled to a severance payment equivalent to one year's base salary. Mr. Migoya, however, shall not be entitled to receive any severance payment in the following situations: (i) the Trust provides written notice as set forth in Paragraph 2 that the Trust will not exercise an option to renew; or (ii) the Board terminates Mr. Migoya for cause. It is further provided that if Mr. Migoya is terminated without cause during the second year of the initial term or the final year of a renewal term of this Agreement, he shall be entitled to receive a severance equivalent to the salary he would receive for the balance of such second year or final year.

Mr. Migoya shall have the right to terminate this Agreement upon two (2) months prior written notice to the Trust. Mr. Migoya shall not be entitled to any severance payment if he terminates this Agreement in accordance with his right to terminate.

For purpose of this Agreement, "cause" as reflected in the preceding paragraph shall mean and be defined as: (a) committing an act of moral turpitude; (b) committing an act of gross malfeasance; (c) abandoning his position by the unauthorized absence from work for three (3) business days; or (d) being charged and convicted by any agency of the state or federal government with the commission of a criminal act. Notwithstanding the foregoing sentence regarding removal for cause, in accordance with the requirement of the Miami-Dade County Code, if Mr. Migoya is charged with committing a felony under the laws of Florida or the United States by indictment or information, Mr. Migoya shall be immediately suspended from office. Such suspension shall be without pay. Independent of the decision by federal or state authorities to charge or indict Mr. Migoya with a felony, the Trust retains the right to dismiss Mr. Migoya for Cause as provided herein. In such event, any acquittal or absolution of such charges in the criminal justice system shall not be binding or persuasive on the Trust in any manner. A conviction or guilty plea (whether or not adjudication is withheld) shall result in a forfeiture by Mr. Migoya of his employment with the Trust and a forfeiture of any and all benefits of this Agreement. If Mr. Migoya, is acquitted or absolved of such criminal charges (and the Trust has not invoked the termination for Cause provisions herein), Mr. Migoya may be reinstated upon the affirmative action of the Board. If the Board decides not to reinstate Mr. Migoya, no severance payment shall be payable upon such decisions not to reinstate Mr. Migoya. To the extent practicable, the Board agrees to make its best efforts to provide Mr. Migoya with written notice describing in reasonable detail the Board's grounds for a dismissal for Cause seven (7) business days prior to any vote by the Board to dismiss Mr. Migoya for Cause. Failure to provide Mr. Migoya with said notice shall not forfeit the Trust's rights to terminate for Cause as provided herein.

The Trust may suspend Mr. Migoya, with or without pay, during said notice period. Upon any such termination, Mr. Migoya may elect to purchase continued medical insurance or other benefits, if any, in accordance with applicable federal or state law or Board Rule (e.g. COBRA). The Board decision regarding termination for Cause shall be final and binding on Mr. Migoya.

9. Death and Disability. This agreement shall be automatically terminated upon the death or disability of Mr. Migoya.

A. Termination for Disability. The Board shall have the right to terminate Mr. Migoya's employment hereunder in the event of his Disability (as hereinafter defined) to perform fully his duties hereunder. For purposes of this Agreement, "Disability" is herein defined as Mr. Migoya's permanent and total disability such that Mr. Migoya is unable to perform his duties as Chief Executive Officer as set forth in paragraph 3, entitled Mr. Migoya's duties, herein for a period in excess of six (6) consecutive months. During the period of any temporary disability, and until Mr. Migoya is terminated by the Board hereunder, the Board shall pay Mr. Migoya in accordance with the executive long-term disability policy. Upon termination pursuant to this provision, Mr. Migoya may elect to purchase continued medical insurance or other benefits, if any, in accordance with applicable federal or state law or Board Rule (e.g. COBRA).

B. Payment in the Event of Death. In the event of the death of Mr. Migoya at any time during the Term of this Agreement, the Board shall pay to his beneficiary or beneficiaries, an amount equal to the portion of Mr. Migoya's Salary earned through the date of his death, together with all benefits to which he was entitled to. Such payment shall be made within one (1) month of the date of his death, together with such payments or benefits as are authorized by applicable law or the Board Rules.

10. Change of Control. Should the Board in its sole discretion change the Chief Executive Officer's duties or authority so that it can reasonably be determined that the Chief Executive Officer will no longer perform in the capacity of Chief Executive Officer of the Trust, Mr. Migoya shall have the right, within ninety (90) days of such event, in his sole discretion, to terminate this Agreement by written notice delivered to the Chairperson of the Board. Upon such termination, Mr. Migoya shall be entitled to the severance payment in Paragraph 8, and in accordance with the same terms of that Paragraph.

If the Trust or Jackson Health System is merged, sold or closed, Mr. Migoya may terminate his employment, in his sole discretion, or be retained as president of the hospital or any successor corporation to, or holding company of the Trust or Jackson Health System. If Mr. Migoya elects to terminate his employment at such time, he shall be entitled to the same severance payment as would be applicable under Paragraph 8.

11. General Provision. Except as specifically provided herein, Mr. Migoya's employment shall be governed in all respects by the same rules and regulation applicable to the Trust's exempt employees.

12. Governing Law. This Agreement shall be governed by the laws of the State of Florida. Venue for any action related to, arising out of, or seeking to enforce or invalidate this Agreement or any provision thereof shall lie exclusively in the state or federal courts within the geographic limits of Miami-Dade County.

13. Indemnification. In addition to any insurance coverage by applicable insurance policies, if any, the Board shall indemnify and defend Mr. Migoya in accordance with the terms and provisions of Fla. Stat. Sec. 768.28, as amended from time to time, on the execution date of this Agreement or at any time during the Term of this Agreement, whichever is greater.
  
14. The Agreement contains the entire agreement of the parties with respect to the subject matter addressed herein. Any prior or contemporaneous statements, promises, representations or warranties are superseded by this Agreement and are of no further force or effect. This Agreement is a negotiated Agreement with portions of the Agreement typed by one party and other portions typed by the other party. The entire Agreement shall not be construed for or against either party regardless of which party typed or drafted the Agreement or any portion thereof. If any part of this Agreement is found void or unenforceable, such finding shall not affect the enforceability of all other clauses of this Agreement. This Agreement cannot be amended except if such amendment is in writing and duly approved by the Board.

IN WITNESS WHEREOF, the PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY FLORIDA and CARLOS A. MIGOYA, M.B.A. have hereunto set their hand and seals on the day and year first above written.

FOR: THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA

ATTEST:

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Marcos J. Laporta, Chairperson

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

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

*M. L. Lezarraga*  
\_\_\_\_\_  
Witness

FOR: CARLOS A. MIGOYA, M.B.A.  
By: *[Signature]*  
\_\_\_\_\_  
Carlos A. Migoya, M.B.A.

*[Signature]*  
\_\_\_\_\_  
Witness

Date: 5/2/13

Approved as to form and legal Sufficiency:

Approved as to risk management:

By: \_\_\_\_\_  
County Attorney's Office

By: \_\_\_\_\_  
JHS Risk Management

16



**EXHIBIT 1**

**Performance Bonus**

During the Term of Agreement, and for Renewal Periods, Mr. Migoya shall be eligible for an annual bonus (the "Performance Bonus"), if and only if JHS generates an increase in fund net assets as indicated in the audited financial statements of the Public Health Trust of Miami-Dade County for the applicable fiscal year, in accordance with incentive programs approved from time to time by the Board, which programs shall contemplate a target bonus payment of a maximum of 50% of Mr. Migoya's Base Salary as follows.

In the year of the Term of the Agreement that JHS generates an increase in fund net assets, as indicated in the audited financial statements of the Public Health Trust of Miami-Dade County for the applicable fiscal year, Mr. Migoya shall be entitled to a Performance Bonus of \$75,000 plus 2% of the sum of which the net fund assets of JHS exceeds \$1M up to a maximum bonus payment of 50% of Mr. Migoya's Base Salary. Furthermore if the fund net assets increase exceeds \$10M, Mr. Migoya will be entitled to an additional \$50,000. The parties agree that Mr. Migoya's entitlement to said Performance Bonus is conditioned and premised upon JHS generating an increase in fund net assets; and upon, achieving set quality indicators, as outlined in Exhibit 3 and strategic growth initiatives, as outlined in Exhibit 4. No obligation to a Performance Bonus will accrue until the audited financial statements of The Public Health Trust of Miami-Dade County for the applicable fiscal year indicate an increase in fund net assets.

Each Performance Bonus shall be paid in the calendar year immediately following the fiscal year in which it is earned, as soon as practicable after the audited financial statements of The Public Health Trust of Miami-Dade County for the fiscal year for which the bonus is earned have been released.

EXHIBIT 2

EXECUTIVE BENEFITS

Medical, Dental and Vision premiums (2013)	\$ 10,632
Life/ Disability Policy	\$ 6,596
PHT Retirement	\$ 7,599
Supplemental Retirement Plan	\$ 59,000
Executive Car Lease (\$600 payment per month, mileage and gas)	\$ 12,750
Expense Allowance of \$3,000 per Month	\$ 36,000
Executive Benefits Allowance	\$ 10,000
<b>Annual Total</b>	<b>\$ 142,577</b>

18

**EXHIBIT 3**

**Goals - Corporate Quality/People Indicators**

Goal	Measure(s)	Opportunity Level			Weighting
		Minimum	Target	Maximum	
Quality	Core Measures	96	96.5	97	30
	Inpatient safety score	1.39	1.31	1.28	30
People	Overall Quality of Care	59.3	60.0	61.0	30
	Likelihood to recommend	57.7	58.1	59.1	30
	<b>Total Weight</b>				<b>120</b>

**Quality**

Core

Measures: SCIP, AMI, CHF, CAP

Safety: VAP, CAUTI, CLABSI, Medication Errors, and Fall

## **EXHIBIT 4**

### **Strategic Growth Initiatives**

Development of a comprehensive three-year business and strategic plan that incorporates goals and objectives for growth and sustainability that incorporates:

1. Service-line development
2. Primary care preventive care policy
3. Facilities and IT development
4. Organizational compliance