

# MEMORANDUM

Agenda Item No. 8(E)(1)

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

**DATE:** October 7, 2014

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

**SUBJECT:** Resolution authorizing the  
County Mayor to enter into  
Memorandums of Understanding  
between Miami-Dade County  
and researchers for research and  
publication of data collected  
pursuant to the protocol  
established by the Miami-Dade  
STEMI (ST-Elevation  
Myocardial Infarction) Network

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The accompanying resolution was prepared by the Miami-Dade Fire and Rescue Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.



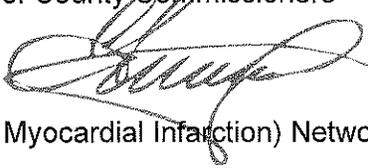
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R. A. Cuevas, Jr.  
County Attorney

RAC/smm

# Memorandum



**Date:** October 7, 2014  
**To:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners  
**From:** Carlos A. Gimenez   
Mayor  
**Subject:** STEMI (ST-Elevation Myocardial Infarction) Network Memorandum of Understanding

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## **RECOMMENDATION**

It is recommended that the Board of County Commissioners authorize the execution of the attached Memorandum of Understanding between a Researcher and Miami-Dade County for research and publication of the data collected on patients treated pursuant to the protocol established by the Miami-Dade STEMI (ST-Elevation Myocardial Infarction) Network. Publishing the improvement in survival and recovery rates achieved by using the STEMI Network Protocol formally documents these results to the general public, hospitals and health care community and will help shape and improve patient outcomes throughout the nation. This Memorandum of Understanding is effective upon execution and lasts for a period of three years.

## **FISCAL IMPACT/FUNDING SOURCE**

There is no fiscal impact with this Memorandum of Understanding. The Researcher will be responsible for all costs related to this project.

## **TRACK RECORD/MONITORING**

The Miami-Dade Fire Rescue Department's Emergency Medical Services Division Chief, John Krumenacker will monitor this Agreement.

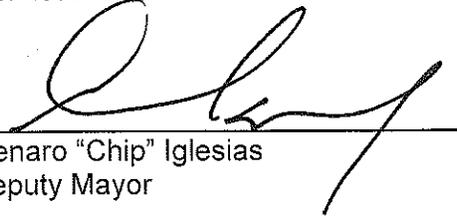
## **BACKGROUND**

In March 2007, the Miami-Dade STEMI (ST-Elevation Myocardial Infarction) Network was established to provide a comprehensive cardiac care action plan that ensured a consistent, appropriate, and coordinated response to the needs of patients who access our community's coronary care system. The network established a "protocol" goal to reduce total ischemic time to less than two hours to myocardial infarction patients who meet STEMI (ST-Elevation Myocardial Infarction) guidelines. The STEMI (ST-Elevation Myocardial Infarction) Network consists of the Fire Officers Association of Miami-Dade (FOAM-D) and fourteen member hospitals. FOAM-D is comprised of the directors for the six (6) fire departments residing within Miami-Dade County, including Miami-Dade Fire Rescue, City of Miami Fire Rescue, Coral Gables Fire Rescue, Hialeah Fire Rescue, Key Biscayne Fire Rescue, and Miami Beach Fire Rescue. The following fourteen hospitals are members of the STEMI (ST-Elevation Myocardial Infarction) Network: Aventura Medical Center, Baptist Hospital, Cleveland Clinic, Jackson Memorial Hospital, Jackson Memorial-North, Kendall Regional Medical Center, Memorial Regional Hospital, Memorial Hospital West, Mercy Hospital, Mount Sinai Medical Center, Palmetto General Hospital, South Miami Hospital, University of Miami Hospital and Miami Veteran Administration Hospital.

Since its inception, the network has collected patient data which indicates that patients treated according to the "protocol" have improved survival and recovery rates. Data collection is maintained by Miami-Dade Fire Rescue on behalf of the network. The Researcher will be selected by the

Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners  
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members of the Fire Officers Association of Miami-Dade of Miami-Dade County Emergency Medical Services Subcommittee.



Genaro "Chip" Iglesias  
Deputy Mayor



**MEMORANDUM**  
(Revised)

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

**DATE:** October 7, 2014

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

**SUBJECT:** Agenda Item No. 8(E) (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  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(E)(1)  
10-7-14

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

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ENTER INTO MEMORANDUMS OF UNDERSTANDING, IN SUBSTANTIALLY THE FORM ATTACHED HERETO, BETWEEN MIAMI-DADE COUNTY AND RESEARCHERS TO BE SELECTED BY MEMBERS OF THE FIRE OFFICERS ASSOCIATION OF MIAMI-DADE (FOAM-D) EMERGENCY MEDICAL SERVICES SUBCOMMITTEE FOR RESEARCH AND PUBLICATION OF DATA COLLECTED PURSUANT TO THE PROTOCOL ESTABLISHED BY THE MIAMI-DADE STEMI (ST-ELEVATION MYOCARDIAL INFARCTION) NETWORK

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying Memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that the Board of County Commissioners authorizes the County Mayor or County Mayor's designee to enter into memorandums of understanding, in substantially the form attached hereto, between Miami-Dade County and researchers to be selected by members of the Fire Officers Association of Miami-Dade (FOAM-D) Emergency Medical Services Subcommittee for research and publication of data collected pursuant to the protocol established by the Miami-Dade STEMI (St-Elevation Myocardial Infarction) Network, and authorizes the County Mayor or County Mayor's designee to execute any amendments and cancellation provisions contained therein.

The foregoing resolution 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

Jose "Pepe" Diaz

Sally A. Heyman

Jean Monestime

Sen. Javier D. Souto

Juan C. Zapata

Esteban L. Bovo, Jr.

Audrey M. Edmonson

Barbara J. Jordan

Dennis C. Moss

Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 7<sup>th</sup> day of October, 2014. 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.



Daniel Frastai

MEMORANDUM OF UNDERSTANDING  
MIAMI-DADE COUNTY FIRE RESCUE/STEMI NETWORK  
RESEARCH AGREEMENT

This Memorandum of Understanding "MOU" is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between Miami-Dade County (the "County") and \_\_\_\_\_ (hereinafter the "Researcher") ( the County and Researcher shall be referred to collectively as the "Parties").

**RECITALS**

**WHEREAS**, the Miami-Dade STEMI (ST Elevation Myocardial Infarction) Network ("STEMI Network") is a group of South Florida hospitals and fire departments that are working together to streamline the process for treating major heart attacks; and

**WHEREAS**, the Fire Officers Association of Miami-Dade ("FOAM-D") is a group comprised of the directors for the six (6) fire departments residing within Miami-Dade County, including Miami-Dade Fire Rescue, City of Miami Fire Rescue, Coral Gables Fire Rescue, Hialeah Fire Rescue, Key Biscayne Fire Rescue, and Miami Beach Fire Rescue; and Chair of the FOAM-D EMS Subcommittee is managing the STEMI Network program; and

**WHEREAS**, the County, through the Miami-Dade Fire Rescue Department (the "Department"), and other members of the STEMI Network have begun to implement a Protocol ("Protocol") designed to provide the highest level of cardiac care to patients suffering ST Elevation Myocardial Infarction; and

**WHEREAS**, an ST Elevation Myocardial Infarction is a severe form of heart attack; and

**WHEREAS**, in the course of their business, the Department and other members of the STEMI Network are collecting data on all patients who were and are currently being treated by the Department and other members of the STEMI Network according to this Protocol; and

**WHEREAS**, the Department and other members of the STEMI Network have reviewed the data collected and have found indications that patients treated according to the "Protocol" are having an improved survival and recovery rate;

**NOW, THEREFORE**, in consideration of the foregoing and including the promises and agreements contained herein, the County and Researcher agree as follows:

MEMORANDUM OF UNDERSTANDING  
MIAMI-DADE COUNTY FIRE RESCUE/STEMI NETWORK  
RESEARCH AGREEMENT

**PURPOSE**

The County and Researcher would like to work together to conduct a research study utilizing all of the data previously and currently collected on patients treated pursuant to the Protocol by the STEMI Network. The results of the study will be compiled by the Researcher for the purpose of publication for journals, abstracts, book chapters, books or any other format.

**TERMS**

The parties agree that the Researcher will be responsible for the completion of the research and writing of this study and producing a written document ready for publication or presentation within \_\_\_\_\_ year(s) from the last date of execution of this agreement, unless an extension is agreed to by the Parties.

**ACKNOWLEDGEMENTS**

All members of this STEMI Network (a list of STEMI Network members is attached hereto as Exhibit 1) will be acknowledged with equality in all publications and presentations. The individual participants in the STEMI Network, including facility administrators, and members of the Fire Officers Association of Miami-Dade (FOAM-D) Emergency Medical Services Subcommittee (Exhibit 1) will be included in the appendix of all publications. The title page of any publication will include "Miami-Dade STEMI Network," with the list of authors and the particular journal or publication.

The Researcher will be listed as the first author and his/her title affiliation will be "Primary Investigator for the Miami-Dade STEMI Network".

**MIAMI-DADE STEMI NETWORK DATA**

The STEMI Network data collected, which includes all work product, data, documents, and drafts, will remain on the premises of Miami-Dade Fire Rescue Headquarters at all times unless approved for deposit elsewhere by the Miami-Dade Fire Rescue EMS Division. The Researcher(s) will be provided access to dataset, secure work area and computer equipment at the Headquarters location.

**PUBLICATION RIGHTS**

Prior to publication or presentation, all draft publications and/or abstracts must be submitted to the STEMI Network and FOAM-D EMS Subcommittee for approval of the final version including the acknowledgements and the supporters of the data collection.

The STEMI Network and FOAM-D EMS Subcommittee, and the Researcher shall have the right to publish or present the results of research conducted under this Agreement.

MEMORANDUM OF UNDERSTANDING  
MIAMI-DADE COUNTY FIRE RESCUE/STEMI NETWORK  
RESEARCH AGREEMENT

**UNPUBLISHED DATA**

The parties acknowledge and agree that results of data collected on all STEMI patients that is not published, presented or otherwise disclosed may contain confidential information and no party to this agreement shall be permitted to disclose any of this confidential information to any third party in greater detail than the same may be disclosed in any publications, presentations or disclosures made in accordance with this MOU.

**MEDIA CONTACTS**

Individual providers in the STEMI Network and Researcher, shall not, and shall ensure that its personnel, including Principal Investigator, research associates, secondary author, and employees, shall not engage in interviews or other contacts with the media, including but not limited to newspapers, radio, television and the Internet, related to "The Protocol", or any other issue related to this MOU, without the prior written consent of the Chair of FOAM-D EMS Subcommittee.

Researcher shall not originate any publicity, press release or other public announcement, written or verbal, whether to the public press or otherwise, relating to this Agreement, the Research study conducted hereunder, or to any amendment(s) thereto without the prior review and written consent of the Chair of FOAM-D EMS Subcommittee.

**HIPAA**

Researcher agrees that, in the performance of this Agreement and all research activities contemplated by this Agreement, and in the handling of any data collected and/or reviewed as part of the research, s/he will comply with all the applicable provisions of Federal and Florida laws and regulations governing confidentiality and protected health information, including but not limited to, all final regulations implementing the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (42 U.S.C. Sec. 201, et seq.) including, without limitation, Standards for Privacy of Individual Identifiable Health Information, as well as more stringent Florida law on and after the effective date of such final regulations as they are promulgated, revised and interpreted from time to time during the term of this Agreement.

MEMORANDUM OF UNDERSTANDING  
MIAMI-DADE COUNTY FIRE RESCUE/STEMI NETWORK  
RESEARCH AGREEMENT

**NOTICES**

All notices, demands, or other communications to the Miami-Dade STEMI Network under this MOU shall be in writing and shall be deemed received if sent by certified mail to:

Miami-Dade Fire Rescue  
Attn: Chief John Krumenacker  
EMS Division  
9300 N.W. 41<sup>st</sup> Street  
Doral, Fl. 33178

*Name*  
*Chair of FOAM-D EMS Subcommittee*  
*Address*  
*City, State, zip*

All notices, demands, or other communications to the Primary Investigator/corresponding author under this MOU shall be in writing and shall be deemed received if sent by certified mail to:

*Primary Investigator*  
*Agency/School/Department*  
*Address*  
*City, State, zip*

All notices, demands, or other communications to the second author under this MOU shall be in writing and shall be deemed received if sent by certified mail to:

*Secondary Author*  
*Agency/School/Department*  
*Address*  
*City, State, zip*

All notices required by this MOU shall be considered delivered upon receipt. Should any party change its address, written notice of such new address shall promptly be sent to the other parties to this MOU.

MEMORANDUM OF UNDERSTANDING  
MIAMI-DADE COUNTY FIRE RESCUE/STEMI NETWORK  
RESEARCH AGREEMENT

**TERMINATION/REMEDIES**

If any party fails to fulfill its obligations under this MOU in a timely and proper manner, the other party shall have the right to terminate its participation under this MOU by giving written notice of any deficiency. The party in default shall then have fifteen (15) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this MOU shall terminate at the expiration of the fifteen (15) day time period. All data utilized in research pursuant to this MOU is owned by the STEMI Network and may not be used for any other purpose than delineated in this MOU.

**FINANCIAL OBLIGATIONS**

The Researcher shall be responsible for all costs related to this project.

**NO THIRD PARTY BENEFICIARIES**

No person shall be deemed to possess any third-party beneficiary right pursuant to this Agreement. It is the intent of the parties hereto that no direct benefit to any third party is intended or implied by the execution of this Agreement.

**SEVERABILITY**

The invalidity, illegality or unenforceability of any provision or provisions of this Agreement will not affect any other provision of this Agreement, which will remain in full force and effect, nor will the invalidity, illegality or unenforceability of a portion of any provision of this Agreement affect the balance of such provision. In the event that any one or more of the provisions contained in this Agreement or any portion thereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

**CHOICE OF LAW**

This Agreement will be interpreted, construed and enforced in accordance with the laws of the State of Florida without application of choice of law principles; venue for any proceeding based upon or arising from this Agreement shall be in Miami-Dade County, Florida.

**ASSIGNMENT**

This Agreement may not be assigned by any party hereto without the prior written consent of the other party.

MEMORANDUM OF UNDERSTANDING  
MIAMI-DADE COUNTY FIRE RESCUE/STEMI NETWORK  
RESEARCH AGREEMENT

**TERMINATION**

The County shall have the right to terminate the Agreement for Convenience, in whole or in part, without cause, at any time by providing Researcher with a thirty (30) day written notice. If either party breaches any provision of this Agreement, and has not cured such breach within fifteen (15) days after notice from the other party, either party may terminate this Agreement for Cause. In the event of such termination by the County, Researcher shall promptly comply with the directions contained in such notice and shall, subject to direction, take action as may be necessary to terminate its Research services and minimize its costs and liability with respect to the terminated Research services.

**INDEMNIFICATION**

Researcher agrees to indemnify, defend and hold harmless the County, the Board of County Commissioners of Miami-Dade County, the Department, all other County departments, directors, employees and agents and its personnel and all other members of the Miami-Dade STEMI Network from any and all claims, liabilities, losses and causes of action (including reasonable attorneys' fees and the cost and expense of handling such claims and defending such suits) to the extent resulting from the negligence of Researcher in the performance of this Agreement, the failure of Researcher to adhere to the terms of this Agreement or to comply with applicable laws.

**COMMERCIAL USE**

Researcher shall have no rights to use any data resulting from the Study for commercial purposes.

MEMORANDUM OF UNDERSTANDING  
MIAMI-DADE COUNTY FIRE RESCUE/STEMI NETWORK  
RESEARCH AGREEMENT

**IN WITNESS THEREOF**, the subscribing officials are authorized to acknowledge and execute this Memorandum of Understanding on behalf of their department.

**REPRESENTATIVES**

**DATE**

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Carlos A. Gimenez  
Mayor

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Dave Downey, Fire Chief  
Miami-Dade Fire Rescue

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Researcher

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Assistant County Attorney

MEMORANDUM OF UNDERSTANDING  
MIAMI-DADE COUNTY FIRE RESCUE/STEMI NETWORK  
RESEARCH AGREEMENT

**EXHIBIT 1**

**LIST OF ALL STEMI NETWORK MEMBERS (20):**

**Participating STEMI Hospitals**

- Aventura Medical Center
- Baptist Hospital
- Cleveland Clinic
- Jackson Memorial Hospital
- Jackson Memorial-North
- Kendall Regional Medical Center
- Memorial Regional Hospital
- Memorial Hospital West
- Mercy Hospital
- Mount Sinai Medical Center
- Palmetto General Hospital
- South Miami Hospital
- University of Miami Hospital
- Miami Veteran Administration Hospital

**Participating Fire-Rescue Departments:**

- Coral Gables Fire-Department
- Hialeah Fire Department
- Key Biscayne Fire Rescue Department
- Miami Fire Rescue Department

MEMORANDUM OF UNDERSTANDING  
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- Miami Beach Fire Department
- Miami-Dade Fire Rescue Department

**LIST OF FOAM-D EMS SUBCOMMITTEE MEMBERS (6):**

EMS Representative from each of the following departments:

- Coral Gables Fire-Department
- Hialeah Fire Department
- Key Biscayne Fire Rescue Department
- Miami Fire Rescue Department
- Miami Beach Fire Department
- Miami-Dade Fire Rescue Department